

Freeway

Terms and Conditions for Telecommunication Services of myFreeway for End-Users

Technologiezentrum
Thomas A. Edison Strasse 2
A-7000 Eisenstadt

Applicable to closed contracts and contract renewals after July 30th, 2024

1 Introduction

Our company has Sustainability and Responsible Practices as key targets. For the purposes of Corporate Responsibility, in the context of this agreement, we are committed to provide as much transparency as possible about the Services we offer.

Machine-to-Machine communication services, or M2M, or IoT services, refer to 'M2M transmission services' where the provider ensures on a technical level that these services can only be used for the automatic transmission of data and information between devices or software applications with little or no human intervention. An application case is the automatic communication between various technical devices (e.g., vehicles, containers, alarm systems, or electricity meters) with each other or with a central control center using the mobile network. By interconnecting these 'machines' via the mobile network, individual modules or entire systems can communicate worldwide, allowing them to be monitored, controlled, and serviced.

In this context, Freeway can offer pure M2M communication services that the customer can use in their own technical solutions or, in collaboration with Freeway's partners, offer specialized hardware, software, and service solutions.

2 Service Description

1. The "Freeway Service" consists of mobile data services, sending and receiving SMS and in selected services of M2M mobile originated and mobile terminated voice call as defined in Freeway's General Terms and Conditions.
2. In the case of mobile data transfer, the service consists of TCP/IP data connectivity based on relevant standards, using mobile communication networks according to the 3GPP standard. It is assumed that the devices used by end users will be capable of using such standards.
3. Freeway Service can be used in the defined regions, Mobile Coverage Area.

3 The Contract

4. Our contractual relationship is regulated through
 - a. The General Terms and Conditions of Freeway AG,
 - b. This Terms and Conditions for myFreeway
5. The contract becomes effective through:
 - a. Signing up to a subscription offered in the myFreeway Portal for the Freeway
 - b. Activation of an individual connection (SIM Card) either through Freeway or through an automated activation process
6. During the registration process in myFreeway Portal you need to provide evidence of your personal identity (in accordance to the Telekommunikationsgesetz 2003 idF 11/2011 in Austrian Law §92 Abs. 3 Z3 lit. a, b and g) by using one of the following electronic service:

- a. Validation through photo identity
- b. Validation through bank identity

4 Liability

7. Freeway's liability is regulated in the General Terms and Conditions of Freeway AG
8. Freeway's liability only covers issues directly related to the Freeway Service.

5 myFreeway Portal

9. You can subscribe to a Freeway Service by creating a personal account in the myFreeway Portal under my.freeway.com. All personal data are to be provided and administrated using the myFreeway Portal.
10. You can also upgrade your subscriptions and may purchase additional services via myFreeway Portal.
11. Information about your remaining credits are displayed in the myFreeway Portal. All usage information displayed in the portal is for orientation purposes only. As mobile networks do not provide details about the usage in real time, there is usually a delay between the information shown in the myFreeway Portal and the actual usage.

6 Mobile Communication Service

6.1 Mobile Coverage Area

12. The Coverage Area defines the geographic region or regions where a myFreeway SIM card can connect to a mobile network based on the roaming agreements of our mobile operator partners. The coverage lists are with regards to the mobile operator amended to this General Terms.

6.2 Billing Increments

13. For data services the billing is done in the following increments:
 - a. Zone I, II, III, IV: increments of 1kByte
 - b. Zone V, VI: increments of 10kByte
14. For voice services the billing increment is based on per seconds. The M2M voice service shall only be used for the M2M purpose and not for consumer voice, premium voice numbers or satellite voice. In case the service is fraudulent used in terms of voice, Freeway shall invoice additional fees to the end-user. In case of consecutive fraudulent usage of voice services, Freeway is obliged to terminate the connection with immediate effect.
15. SMS Services are billed for MO-SMS (Mobile originating SMS traffic). MO-SMS are those originated by the device.
16. The subscription fees defined may vary

- a. depending on the Device Type (e.g. tracking device, trail camera, dash camera, video camera, industrial router, etc) the service is used for, and
- b. the coverage area the connectivity is being enabled for one or multiple of the following mobile communications services: mobile data, SMS, voice

7 myFreeway Subscriptions

7.1 General

17. Subscriptions are made available on the myFreeway Portal.

7.2 Subscription Service

18. By purchasing a subscription you get access to all or a sub-set of the services as defined in paragraph 2, depending on the subscription selected.

7.3 Subscription Period

19. The subscription is valid for a pre-defined period, the "Validity Period", as made available in the myFreeway Portal for a Freeway- or Combined Service.

7.4 Subscription Fees

20. The Subscription Fee is billed in advance for every Validity Period renewal.
21. All Subscription Fees are made available for you in the myFreeway Portal and are gross prices including VAT.
22. The offered Subscription Fees may vary depending your country of origin.
23. Prices are in relation to the currency on the region where you have your country of origin. The country of origin is obtained by the IP address your device uses during registration to the service in myFreeway Portal and being correlated to your entered residential address.
24. We reserve the right to change the Subscription Fees at any point in time. You will be notified for any Subscription Fee changes 30 days in advance. Continued use of the Subscription after the change of the Subscription Fee takes effect, constitutes your agreement to pay the new Subscription Fee. If you do not agree to the price plans, you may terminate the subscription.

7.5 Renewal and Cancellation

25. The ordered subscription will automatically renew at the end of the Validity Period unless cancelled by you in accordance with the cancellation policy.
26. You can cancel a subscription via the myFreeway Portal.
27. If you cancel a subscription, the cancellation will take effect at the end of the Validity Period of your current subscription. You will not receive a refund in case the subscription is not fully used.

7.6 Fair Use Policies

28. In case the subscription includes a mobile connectivity service, the included mobile data, SMS or voice minutes shall be consumed in accordance with a fair use policy. The policy aims to prevent excessive usage that is not typical for IoT based use cases, or those for which the subscription is intended to.
29. For every subscription offered, you may find the related fair use policies in the related "Fee Provisions" that are published by Freeway under www.freeway.com
30. In case an individual connection, or SIM card, is using more than the outlined fair use parameter in relation to data/voice/sms services, the related SIM card is blocked for such services until the next subscription renewal.
31. In particular for M2M voice and SMS services, the fair usage is defined as 5 voice minutes per month and 5 SMS per month. Should an excess usage be observed in the validity period, Freeway is allowed to charge additional service fees or to block the service.

8 myFreeway Payments

32. Every payment in our myFreeway Portal is executed through our payment service provider METEORPAYMENT Zahlungssysteme GmbH, Marokkanergasse 11/8, A-1030 Vienna, AUSTRIA [ATU14226103].
33. Freeway is not storing any payment details except of the related transaction ID which includes the name of the paying party, the payment method and the related amount which was transacted.

---- end of document ----