

Mobile Application Terms and Conditions/End User License Agreement

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5. Content and Services. The Relevant Application may provide you with access to Company's or third party website located at <https://www.gsma.com/> (the "**Website**") and information, resources, products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are subject to the documents governing the use of, and available on, the Website, including our Privacy Policy (<https://www.gsma.com/aboutus/legal/privacy>), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Relevant Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement. In addition, the Relevant Application may provide you with access to third party websites, which are subject to their own Terms of Use and Privacy Policies. The Company is not responsible for your use of these third-party websites and care should be taken in reviewing and understanding the applicable terms and policies.

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- (a) the Applicable Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Relevant Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Relevant Application and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials. The Relevant Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

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- (a) The term of Agreement commences when you download/install the Relevant Application and will continue in effect until terminated by you or Company as set forth in this [Section 8](#).
- (b) You may terminate this Agreement by deleting the Relevant Application and all copies thereof from your Mobile Device.

- (c) Company may terminate this Agreement at any time without notice if it ceases to support the Relevant Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must cease all use of the Relevant Application and delete all copies of the Relevant Application from your Mobile Device and account.
- (e) Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE RELEVANT APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE RELEVANT APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE RELEVANT APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

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- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE RELEVANT APPLICATION, IF ANY.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Relevant Application or your breach of this Agreement, including but not limited to the content you submit or make available through the Relevant Application, if any.

12. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia, United States of America without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Relevant Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in Atlanta, Georgia and Fulton County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such

courts.

14. Entire Agreement. This Agreement and our Privacy Policy and any Website Terms of Use constitute the entire agreement between you and Company with respect to the Relevant Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Relevant Application.

15. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.