Biometrics for All Mobile Application
Terms and Conditions

1. The Biometrics for All Mobile Application (the "App") is a mobile application that demonstrates the potential of biometrics to authenticate a user's identity to financial service providers in emerging markets. The application connects to an engine, which connects the user to participating biometric suppliers offering different biometric solutions, e.g., voice, fingerprint and facial recognition. The App allows users to choose the type of biometric solution and the use case they would like to experience. In this fashion, users can experience the features and functionality of different biometric solutions in different use cases.

2. There will be no charge for the users to access or use the App.

3. The User shall comply with all applicable laws, rules and regulations of governmental entities, having jurisdiction over such performance, including (a) maintaining relevant regulatory registrations and notifications as required under data protection laws; (b) providing all of the required fair processing information to data subjects, and (c) ensuring it has legitimate grounds for the processing of personal data, including obtaining all necessary consents from data subjects where required. User will protect the privacy and legal rights of its end users and other third parties in accordance with applicable law.

4. Without limiting the foregoing, User shall process any personal data only in strict accordance with the instructions of any data subject and shall delete all personal data of a particular data subject immediately on request.

5. User shall not create derivative works based on any portion of the App. Users shall not commercially distribute the App. Users shall not use the App for any illegal or injurious purpose.

6. User acknowledges that GSMA owns all right, title and interest in and to the App, and that User shall not acquire any right, title, and interest in or to the App.

7. THE APP IS PROVIDED AND LICENSED "AS IS". GSMA AND ITS OFFICERS, DIRECTORS AND EMPLOYEES AND LICENSOR(S) DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY AND VERACITY OF INFORMATIONAL CONTENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES AGAINST INTERFERENCE WITH USER'S ENJOYMENT OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, GSMA SPECIFICALLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE APP WILL MEET USER'S REQUIREMENTS, FULFILL ANY OF USER'S PARTICULAR PURPOSES OR NEEDS, OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE. To the extent that a party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty shall be the minimum permitted by law.

8. GSMA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT

LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GSMA'S OR ITS OFFICERS', DIRECTORS', EMPLOYEES', PARTNER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO USER OR TO ANY THIRD PARTY, EXCEED $100.00. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT SERVE TO ENLARGE THIS LIMITATION. TO THE EXTENT THAT A PARTY MAY NOT AS A MATTER OF APPLICABLE LAW LIMIT ITS LIABILITY, THE SCOPE AND DURATION OF SUCH LIABILITY SHALL BE THE MINIMUM PERMITTED BY LAW. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES HERETO.

9. These terms and conditions Agreement shall be governed by the laws of the England and Wales   Any dispute arising out of or in connection with any provision of this Agreement shall be finally settled by arbitration held in London, England, in accordance with the rules of the International Chamber of Commerce. The arbitrator may grant injunctions or other equitable relief. The arbitrator's decision shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The non-prevailing party will pay the costs of arbitration and the prevailing party's reasonable counsel fees and expenses.

GSMA DATA PROTECTION EXHIBIT ("DPE")

1. DEFINITIONS

For the purposes of this DPE: (i) "**Agreement**" means the agreement to which this DPE is incorporated; (ii) "**Company**" means the party the GSMA contracts with under the Agreement; (iii) "**Data Controller**" means the entity that determines the purposes and means of the Processing of Personal Data; (iv) "**Data Processor**" means the entity that Processes Personal Data on behalf of the Data Controller; (v) "**Data Protection Laws**" means all laws, regulations, and other legal requirements applicable to Processing of Personal Data under the Agreement; (vi) "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates; (vii) "**Personal Data**" means any information relating to an identified or identifiable natural person or that is defined as "personal data" or "personal information" by applicable laws or regulations; (viii) "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed; (ix) "**Process**" and its cognates mean any operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying; (x) "**SCCs**" means the Standard Contractual Clauses in the [Annex to the European Commission Decision 2010/87/EU](#), as may be amended or replaced from time to time by the European Commission; (xi) "**Sub-processor**" means any natural or legal person engaged by Data Processor to Process Personal Data; and (xii) "**Supervisory Authority**" means any independent public authority that supervises, through investigative and corrective powers, the application of the Data Protection Laws.

2. GENERAL CLAUSE

When processing Personal Data under the Agreement, the parties acknowledge and agree that the GSMA is the Data Controller; and Company is the Data Processor. All notifications required under this DPE shall be in writing to Data Controller's email address set out on the Order Form or as otherwise instructed by Data Controller. In the event this DPE conflicts with any other provision of the Agreement, the provisions of this DPE shall prevail to the extent of such conflict.

3. DATA CONTROLLER'S OBLIGATIONS

Data Controller shall comply with applicable Data Protection Laws in connection with the Processing of Personal Data under this Agreement, including, without limitation, (a) maintaining relevant regulatory registrations and notifications as required under Data Protection Laws and the terms of this Agreement, (b) providing all of the required fair processing information to Data Subjects, and (c) ensuring it has legitimate grounds for the Processing of Personal Data, including obtaining all necessary consents from Data Subjects where required.

4. DATA PROCESSOR'S OBLIGATIONS

Without limiting Data Processor's obligation to comply with Data Protection Laws, Data Processor will:

(a)   Process Personal Data strictly in accordance with documented instructions of Data Controller;

(b)   ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c)   implement and maintain all measures required in accordance with good industry practice and by Data Protection Laws relating to data security, including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Personal Data

held in connection with this DPE. Data Processor shall regularly monitor its compliance with the technical and organizational measures; and, in the event of a Personal Data Breach caused by Data Processor, Data Processor will take appropriate actions to contain, investigate, mitigate, recover, and take all steps deemed necessary to remediate the cause of such Personal Data Breach;

(d) At its own cost, notify Data Controller in writing without undue delay and in any event within 24 hours after Data Processor becomes aware of:

    (i) any non-compliance by Data Processor with the obligations set out in this DPE or other documented instructions of the Data Controller;

    (ii) any breach of Data Protection Laws that apply directly to Data Processor with respect to Personal Data in connection with this DPE;

    (iii) any notice, inquiry or investigation by a Supervisory Authority with respect to Personal Data in connection with this DPE;

    (iv) any complaint or request made by a Data Subject with respect to Personal Data in connection with the Agreement (Data Processor will not respond directly to Data Subject without Data Controller's prior written consent); or

    (v) any Personal Data Breach by Data Processor or any third party acting on the Data Processor's behalf. The notification shall contain at least a description of the nature of the breach of security including the categories and approximate number of Data Subjects affected, categories of Personal Data affected, date and time of the breach, other third parties involved, as well as the measures taken to cure the breach and the correction made;

(e) at its own cost, assist Data Controller in ensuring compliance with its obligations with respect to Personal Data Breach investigations, impact assessments, Data Subject requests and complaints, and consultations with Supervisory Authority, taking into consideration the nature of Processing and the information available to Data Processor;

(f) be granted general authorisation by Data Controller to appoint Sub-processors provided that Data Processor (i) enters into contractual arrangements with such Sub-processors binding them to provide no less protective level of data protection and information security than those in this DPE, (ii) remains liable to Data Controller for Sub-processors' acts and omissions with regard to the Processing of Personal Data under this Agreement, and (iii) informs Data Controller of any new Sub-processor prior to it starting the Processing of Personal Data in connection with this DPE. Data Controller may object to the changes within 10 working days after receipt of such notice and parties will seek to resolve the matter in good faith. If the parties are unable to resolve the matter in good faith within 30 days of receipt of the notice, Data Processor may terminate the Agreement on written notice with immediate effect.

(g) maintain complete and accurate records and information to demonstrate compliance with this Agreement and allow for and contribute to audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller. Such audits, including inspections, shall be conducted upon written notice not more than once in any 12-month period on reasonable grounds relating to Data Protection, subject to Data Controller's reasonable confidentiality and on-site rules, at Data Processor's cost; and

(h) return all Personal Data to the Data Controller, or destroy all Personal Data, at Data Controller's option, immediately on termination, expiry of the Agreement, or upon request by the Data Controller. If the relevant law binding on the Data Processor prevents it from doing as requested, Data Processor hereby agrees that it will continue to apply the terms of this DPE while Data Processor Processes Personal Data.

5. DATA TRANSFERS

Notwithstanding any other provision in the Agreement, Personal Data may be Processed on a variety of systems, networks and facilities (including databases) worldwide. In order to transfer Personal Data worldwide the Parties will rely on appropriate cross-border transfer mechanisms where required by Data Protection Laws.

To the extent any European Economic Area ("**EEA**") and/or Swiss Personal Data are transferred to a country outside the EEA, or Switzerland (except to an Adequate Country, as defined by the European Commission), the parties agree that the SCCs will apply in respect of that Processing. For the avoidance of doubt the following provisions of SCCs shall be executed as follows: (i) "data importer" shall be the Data Processor; and "data exporter" shall be the Data Controller; (ii) for the purposes of Clause 11 of the SCCs, Data Controller consents to Data Processor appointing Sub-processors in accordance with Section 4(f) of this DPE; and (iii) for the purposes of Clause 2 and Appendix 1 of the SCCs, the details of the transfer shall be as in the information provided under Section 6 of the DPE. The SCCs will be effective on the effective date of the Agreement.

6. DATA PROCESSING INFORMATION

6.1. The subject-matter of Processing of Personal Data by Data Processor is the performance of the services pursuant to the Agreement ("**Services**"), as follows:

(a) **Nature and Purpose of the Processing:** Data Processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the documentation, and as further instructed by Data Controller in its use of the Services;

(b) **Duration of the Processing:** Data Processor will Process the Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing;

(c) **Categories of Data Subjects:** Data Controller may submit Personal Data with respect to the Services, the extent of which is determined and controlled by Data Controller in its sole discretion; and

(d) **Types of Personal Data:** Data Controller may submit Personal Data with respect to the Services, the extent of which is determined and controlled by Data Controller in its sole discretion, and which may include, without limitation, name, title, employer, contact information.