

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 to you (the “User”) to access or use the App.
3. Through the use of the App, the User hereby acknowledges and consents as follows:
 - a. That my biometric data will be transmitted to the selected biometric supplier for voice (VoiceIT), face print (VoiceIT) or fingerprints (Diamond Fortress) (the “Biometric Supplier”).
 - b. That in the case of fingerprints, the biometric data shall be stored on my cellular phone or tablet in an encrypted form inside the App.
 - c. That the GSMA does not have access to or retain any personal data, other than a nickname and phone number, which shall be stored in an encrypted data service, to which access is limited to essential operational staff.
 - d. That my personal data shall only be used for the following purposes and for no other purpose: Identifying me as a returning user and personalising my experience
 - e. That my personal data might be transferred internationally.
 - f. That I can delete my biometric data at any time.
 - g. That I can exercise my rights with regards to the processing of my personal data, including the withdrawal of my consent, by contacting GSMA at inclusivetechlab@gsma.com.
4. The Biometric Supplier has agreed to 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 User; and (c) ensuring it has legitimate grounds for the processing of personal data, including obtaining all necessary consents from data subjects where required.
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 AND ANY BIOMETRIC SUPPLIER 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 SUCH PARTY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO USER OR TO ANY THIRD PARTY, EXCEED \$50.00. 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. USER HEREBY RELEASES GSMA AND THE BIOMETRIC SUPPLIER AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO THE USE OF THE APP OF THE PROCESSING OF ANY PERSONAL DATA THEREUNDER. USER EXPRESSLY WAIVES ANY RIGHTS HE/SHE MAY HAVE UNDER ANY STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH USER MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.
10. 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.