

GSMA Mobile for Development Foundation, Inc.
Application for mobile token provisioning for digital safety

Terms and Conditions

The GSMA Inclusive Tech Lab (the “GSMA Lab”) is an activity of the GSMA Mobile for Development Foundation, Inc. (“GSMA Foundation”), a registered charity formed under the laws of Georgia, United States, controlled by the GSM Association (the “GSMA”). The activities of the GSMA Lab are conducted with funding from the Bill & Melinda Gates Foundation (“Gates Foundation”).

In recognition of the fact that women face gender specific safety concerns from their use of mobile phones, such as receiving unsolicited harassing phone calls and text messages, cyberbullying and online harassment, the GSMA Lab is investigating a mechanism for women to utilise digital services without disclosing their mobile telephone number to provide greater privacy and security.

To this end, the GSMA Lab has created an application to test the use of non-sensitive substitutes for mobile phone numbers, referred to as “Tokens.”

The Application for mobile token provisioning for digital safety the (“App”) is a mobile application that demonstrates the potential of tokens to provide greater privacy and security to users of digital services. The App allows users to experiment with the Token approach for identifying users of digital services.

The App is designed to issue a token identification that will be implemented on a mobile phone and used to identify the mobile phone user while obscuring the user’s mobile phone number. There will be no charge to you (the “User”) to access or use the App.

Through the use of the App, the User hereby acknowledges, and consents as follows:

1. That his/her mobile phone number and self-created identification (or “Nickname”) will be stored and processed by the GSMA Foundation.
2. That the GSMA Foundation does not have access to or retain any personal data, other than the mobile phone number and Nickname for showcase purposes, which shall be stored in an encrypted data service, to which access is limited to essential operational staff. All the personal data is deleted after 24 hours.
3. That User’s personal data shall only be used for the following purposes and for no other purpose: providing a testbed to allow users to experiment with Tokens.
4. That User’s personal data will be stored by the GSMA on secure servers in the United Kingdom.
5. That User can delete his/her personal data at any time.
6. That User can exercise his/her rights with regards to the processing of his/her personal data, including the withdrawal of consent, by contacting GSMA Foundation at inclusivetechlab@gsma.com.
7. 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.

8. User acknowledges that GSMA Foundation 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.
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10. GSMA FOUNDATION 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.
11. USER HEREBY RELEASES GSMA FOUNDATION, GSMA AND THE GATES FOUNDATION 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

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- 12.** These Terms and Conditions shall be governed by the laws of 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.