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Applicable from: 1 Feb 2014

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The GSMA Services may allow you to control when location information is made available to others. In some cases, location information is essential to the GSMA Services and may require uninstalling the feature or discontinuing the service to stop the sending of location information.

### **6 SMART CONNECT FUNCTIONALITY**

By using the SMART Connect functionality, You understand that by tapping the NFC enabled device of another attendee who is also using the GSMA Services, You are releasing to that attendee data related to you including but not limited to your name, country, employer, email, mobile number, and job title and are receiving similar data from the other attendee in return. GSMA is not responsible for nor liable for any use made of such released data.

### 7 MOBILE IDENTITY VALIDATION

By using Mobile Identity Validation to pre-validate your NFC badge, You understand that certain data, including your name, phone number and handset information, is sent to your mobile operator for validation purposes. Additionally, other data (Name, Passport Number, Address, etc.) will be extracted from your government issued ID document (the "Document") and compared with a photo taken via your mobile device (collectively, the "Data"). The Data will be collected, processed, and held securely (including during transmission) by GSMA or its subcontractors in compliance with all applicable laws.

### **8 NO WARRANTIES**

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IN NO EVENT SHALL GSMA'S, GSMA'S AFFILIATES', GSMA'S LICENSORS' OR CHANNEL PARTNERS' LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED TEN EUROS (€ 10).

## 10 OTHER TERMS AND CONDITIONS

**TERMINATION:** This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Application and Software and all of their component parts and cease and desist from accessing any GSMA Services.

**EQUITABLE REMEDIES:** You hereby agree that if the terms of this EULA are not specifically observed, GSMA will be irreparably damaged, and therefore you agree that GSMA shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

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**INDEMNITY:** You agree to indemnify, defend and hold GSMA, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the GSMA Services pursuant to the terms of the EULA; or (ii) your breach of this EULA.

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**GOVERNING LAW AND DISPUTE RESOLUTION.** This EULA will be governed by the laws of the State of Georgia without reference to its choice of law rules. The United Nations Convention for the International Sale of Goods shall not apply.

Any dispute, controversy or claim arising out of or relating to this EULA or the breach, termination or validity thereof shall be finally settled at GSMA's discretion in the state or federal courts of the State of Georgia. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST GSMA ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT info@gsma.com.