Policy for Contributions

This Policy must be complied with when dealing with any GSMA Directories for the Mobile Identity programme ("Mobile Identity Directory"). We/GSMA reserves the right to:

(i) refuse, amend, withdraw or otherwise deal with a contributions at its absolute discretion and without explanation;

(ii) change the wording of their submissions prior to publishing the Mobile Identity Directory; and

(iii) use the material that they submit for other purposes.

1. Contributions

1.1 You must also ensure that your contributions to the Mobile Identity Directory:

(i) comply in full with all applicable statutes, laws, regulations, codes of practice, and this Policy;

(ii) do not infringe any third party intellectual property rights; and

(iii) are decent, honest, and truthful and not obscene, indecent or otherwise offensive;

(iv) must not contain anything that is likely to cause serious or widespread offence, condone or encourage violence or anti-social behaviour. Particular care must be taken to avoid causing offence on the grounds of race, gender, sexual orientation, disability or age. Swear words and nudity will not be accepted. References to anyone who is dead must be handled with particular care to avoid causing offence or distress; and

(v) are prepared with a sense of responsibility to the consumer and to society, and conform to the principle of fair competition.

1.2 You will ensure that at all times that:

(i) You have all rights to operate the relevant business (including, without limitation, any relevant licences, permissions, authorisations, accreditations, certifications, and qualifications) required for advertisement(s) to appear in the Mobile Identity Directory and you must provide proof of compliance with this requirement at the request of GSMA;

(ii) the artwork supplied has not been created by another competing publication (directory or other), and that you have all rights and copyrights for artwork or has the licences to use third party rights for the said artwork.

1.2 The GSMA will reject any contributions not submitted in the prescribed form as defined by the GSMA.

1.3 You will insure and indemnify the GSMA that any personal data supplied as part of your contribution has all the necessary consents and permissions from all individuals identifiable in such contributions allowing for the processing of their personal data in this way.

1.4 You acknowledge and agree that:

(i) any views, representations or opinions expressed in your contributions or any other information, are your own and do not represent the views of the GSMA its affiliates, consultants, or members;

(ii) that we merely provide the Service for information only and that any Data or other information made available neither constitutes an endorsement of you, your product or any third party associated with you; and

(iii) that we, our affiliates, consultants, or members do not take any responsibility or shall in any way be liable for such views, representations or opinions expressed by you or other information made available by you; and

(iv) you will full indemnify the GSMA, its affiliates and members against any claims contrary to the above.

1.4 No warranty or assurance is given by us or our officers that your entry in the Mobile Identity Directory will result in business for you, or that customers through the Mobile Identity Directory will be creditworthy. Furthermore, no warranties are given that your listing will be accessed or viewed by any number or class of users.

1.5 It is your responsibility to ensure that information provided is accurate and up to date.

1.6 We reserve the right to remove your listing and cancel your affiliate status without notice and for any reason without any additional obligations to us, our affiliates or members at our sole discretion.

2. Provision of the Service

2.1 We provide the Service to You on these terms and conditions.

2.2 We will provide the Service, Data, any other information or contributions on an "as is", "where is" basis, with no warranties, indemnities, guarantees or fitness for purpose, whether express or implied, including as to the accuracy and correctness of the Service, Data, any other information or contributions.

2.3 We do not warrant that the Service, data, any other information or contributions is free from errors or omissions and you hereby accept and acknowledge that it is technically impracticable to provide a fault free Service and You accept that We do not undertake to do so.

2.4 We may suspend the Service for any reasons without notice as we deem fit and without any further liability to either us or any contributors to the Service. Service is provided solely for Your own use and You will not resell the Service (or any part or facility of it) to any third party.

3. Data

3.1 Subject to Clause 2.2 and 2.3 above, You accept that data is only valid at the time that it is originally accessed via the Service. Data stored either remotely or by using any storage facility made available as part the Service may become invalid over time and You agree not to knowingly use or distribute invalid data.

4. Intellectual property rights

4.1 We and our licensors are the exclusive owners of any intellectual property in relation to this Service, the data or any other information or contributions provided hereunder and you will grant us a non-exclusive, irrevocable, perpetual and fully paid up licence to all your contributions with permission to use such contribution in manner we deem fit.

4.2 You are not entitled to use any registered or unregistered trade mark, service mark or logo belonging to us and or licensors, nor make reference to Us any contributor to or licensor of these service, in any promotional or marketing advertising, communications, literature, or packaging, nor to imply or infer any association with, connection to, authority from or approval by Us.

4.3 You must not alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to data or any other documentation owned by Us.

4.4 In accordance with Clause 2.2, we will not indemnify You against all claims and proceedings arising from infringement of any intellectual property rights by reason of Our provision of the Service to You.

5. Limits of Liability

5.1 Save in the case of death or personal injury resulting from our negligence, we accept no liability for any loss whatsoever caused by or attributed to any defect or failure of the Service for whatever reason, including without limitation, the inaccuracy of any portion of the data.

6. Termination of this contract or the service

6.1 We may immediately terminate this Contract or suspend the Service either temporarily or indefinitely at any time without any reference to You.

7. General

7.1 We can change these Terms of Use at any time.

7.2 You cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

7.3 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

7.4 The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

7.5 This Contract is governed by the law of England and Wales and both parties submit to the non-exclusive jurisdiction of the English Courts.