

GSMA Foundry Excellence Awards 2027 Website User Terms

AGREEMENT: GSMA Ltd LLC (“**GSMA**” or “**we**” or “**us**”), a wholly owned subsidiary of the GSM Association, welcomes you to the GSMA Foundry Excellence Awards 2027 website <https://www.gsma.com/get-involved/gsma-foundry/gsma-foundry-excellence-awards-2027/> (the “**Website**”).

GSMA provides the Website to you, your employees, agents, and contractors, and any other entity on whose behalf you accept these Website User Terms (collectively “**You**”). These Website User Terms (the “**Terms**”) are entered into by and between the GSMA and You, and You accept them by your use of the Website. If you do not wish to be bound by these Terms, please do not use the Website.

WEBSITE USE AND SECURITY: You are entirely responsible for any and all activities that occur on the Website under your name or your company’s name. You agree to notify us immediately of any unauthorised use or any other breach of security.

CONDUCT: You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your transmissions through the Website. All information, designs, drawings and other specifications provided on the Website are the exclusive property of the GSMA. Any copying, transmission or re-transmission of the same requires the prior written approval of the GSMA.

WEBSITE ADVERTISING: We reserve the right at all times to place advertisements and promotions on the Website. Advertisers and sponsors on the Website are solely responsible for complying with all local, national, state and international laws (where relevant) and we exclude all liability howsoever caused there from.

DISCLAIMER: The information contained in the Website is for information purposes only and, although we have made every effort to ensure the correctness of the information contained herein, the information available through the Website is provided “as is” and “as available” and without warranties or conditions of any kind either express or implied. We accept no liability in relation to any of the above other than as may be provided for under your statutory rights.

PROPRIETARY RIGHTS TO CONTENT: You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in the Website, by us, or our advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

OTHER SITES: The Website may contain links to other Websites. The GSMA is not responsible for the privacy notices or the content of such websites or for the privacy notices and practices of other third parties.

ACCURACY OF CONTENT: GSMA have taken every care in the preparation of the content of this Website.

AVAILABILITY: All items are subject to availability. We will inform you as soon as possible if any item is made available.

NO WARRANTIES: THIS WEBSITE IS PROVIDED TO YOU "AS IS". SO FAR AS SUCH DISCLAIMER IS PERMITTED UNDER THE APPLICABLE LAW, THE GSMA GROUP EXCLUDES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

INDEMNITY: You agree to indemnify and hold the GSMA, the GSM Association, its Members, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable legal fees, made by any third party due to or arising out of the use of the Website.

FORCE MAJEURE: We shall not be liable for any failure to perform any of our obligations under these Terms which is caused by circumstances beyond our reasonable control including, but not limited to any force majeure incident.

WAIVER: Our failure to exercise or enforce any right or provision within the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. If any provision(s) of the terms of use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

LAW: The Terms and all matters arising out of or relating to these Terms, shall be governed by and construed in accordance with the laws of the state of Delaware in the United States, without giving effect to the conflict of law provisions. You agree to submit to the exclusive jurisdiction of the state courts of Delaware located in New Castle County and the federal courts for the district of Delaware, USA.

MODIFICATION OF THE TERMS: We reserve the right to change the Terms at any time and to notify you by posting an updated version of the Terms.