

Title	InfoCentre <sup>2</sup> Connection Guide	IST Guide
Source	GSMA Member Services	
Last Update	January 07, 2016	

Security Classification Category			
Restricted to:	Full Members, Associate Members, Rapporteur Members and Parent Company Members	X	

Information Category	InfoCentre <sup>2</sup>	
----------------------	-------------------------	--

## **Security Classification - RESTRICTED**

Access to and distribution of this document is restricted to the persons listed under the heading Security Classification Category. This document is confidential to the Association and is subject to copyright protection. This document is to be used only for the purposes for which it has been supplied and information contained in it must not be disclosed or in any other way made available, in whole or in part, to persons other than those listed under Security Classification Category without the prior written approval of the Association. The GSMA ("Association") makes no representation, warranty or undertaking (express or implied) with respect to and does not accept any responsibility for, and hereby disclaims liability for the accuracy or completeness or timeliness of the information contained in this document. The information contained in this document may be subject to change without prior notice.

© Copyright of the GSMA 2019

## Summary

Terms and Conditions for access to the InfoCentre<sup>2</sup> incorporated within this document.

A member of your organisation must be nominated to deal with the administration of your company details on the InfoCentre<sup>2</sup>. This person will be known as the Member Information Manager (MIM).

Sections 1 - 3 of this InfoCentre2 Connection Guide must be read, completed and signed by your Member Information Manager. Please return the completed Section 2 and Section 3 to membership@gsma.com

# **Section 1 Terms and Conditions**

#### GENERAL

Welcome to the GSMA InfoCentre<sup>2</sup> available at <u>https://InfoCentre2.gsma.com</u> (the, "**InfoCentre**<sup>2</sup>"). The InfoCentre<sup>2</sup> is provided by the GSMA whose head office is at second floor, The Walbrook, 25 Walbrook, London, EC4N 8AF ("**GSMA**", "**us**", "**we**" or "**our**", for short). "**You**" and "**your**" means (i) you as a registered user who is authorised to access InfoCentre<sup>2</sup> in accordance with these terms and conditions ("**Terms of Use**"); and (ii) unless expressly stated otherwise, the GSMA Member Organisation on whose behalf you are accessing and using the InfoCentre<sup>2</sup> (as set out and defined as such in the registration confirmation).

#### DEFINITIONS

In this agreement the following words and expressions shall have the following meaning:

"Association"	Shall mean the GSMA.
"Access"	Shall mean access to the InfoCentre <sup>2</sup> via electronic means.
"Materials"	Shall mean all documentation and information contained in the InfoCentre <sup>2</sup> , including but not limited to Permanent Reference Documents, Member information, position papers and maps.
"InfoCentre <sup>2</sup> "	Shall mean a centralised information database or library, containing Documentation/Information, managed by the Association in London.
"InfoCentre <sup>2</sup> Administrator"	shall mean an employee, officer or agent of the Association who has been duly appointed to manage the administration of the InfoCentre <sup>2</sup>
"GSMA Member Organisation"	shall mean a Full, Associate, Rapporteur or Parent Company Member as defined in the GSMA Articles of Association
"Member Information Manager, MIM"	Shall mean the person named below who is duly authorised by the Member to represent it and act on its behalf for the purposes of this agreement.
	"Nominated User" is a person duly appointed by the Member Information Manager and registered to access Infocentre <sup>2</sup> on behalf of the GSMA Member Organisation.
	"Registered User" is either a MIM or a Nominated User.
"Retrieved "or "Retrieval"	Shall include Access to Documentation/Information which thereafter is received, viewed or stored in any format.

#### APPOINTMENT OF MEMBER INFORMATION MANAGER (MIM)

Before you may be granted access to the InfoCentre<sup>2</sup>, the principal contact at a GSMA Member Organisation who may apply to use InfoCentre<sup>2</sup> must register as the initial registered user of the GSMA Member Organisation. This person is known as the "**Member Information Manager**" (or "**MIM**"). The MIM must be an employee of the GSMA Member Organisation approved by an officer of the GSMA Member Organisation.

Qualification of a GSMA Member Organisation and the corresponding level of access to which that organisation is entitled, shall be determined by the GSMA's Articles of Association and associated GSMA documents (as amended from time to time).

When a MIM registers, the MIM must submit the full registered name and address of the GSMA Member Organisation. Once the MIM's registration is confirmed, the registration confirmation shall include the MIM username and password to access the InfoCentre<sup>2</sup>. Only the MIM may use the MIM username and password to access and use the InfoCentre<sup>2</sup>.

In order to register as a MIM and allow anyone from the relevant GSMA Member Organisation to access the InfoCentre<sup>2</sup> under the Terms of Use (as defined in Section 1 Terms and Conditions), please accept the Terms of Use by completing Section 2 and Section 3 and returning completed, signed and dated Sections 2 and 3 in PDF format to GSMA membership via email: <u>membership@gsma.com</u>.

Alternatively, if you are already an InfoCentre<sup>2</sup> registered user, you may search and download the latest MIM registration details (IST Guide Form). On completion this needs to be returned to GSMA Member Services by email to <u>membership@gsma.com</u>. On receipt, this will be processed and the MIM account set up.

Each GSMA Member Organisation wishing to use the Infocentre2 must have a duly appointed MIM at all times. In case the appointed MIM is not available, has 'Opted Out' of receiving email correspondence from GSMA, or has been deregistered, the GSMA may elect to use the Deputy MIM (defined in Section 3) as the recipient(s) of email correspondence. If the Deputy MIM is not available, the GSMA may contact any of the GSMA Member Organisation's registered users in order to administer, support and maintain the use of InfoCentre<sup>2</sup>

#### NOMINATED USERS

Once the MIM has received a registration confirmation email and followed the activation instructions to login, the MIM may then nominate other employees within the same organisation or company group, who can register to access InfoCentre<sup>2</sup> on behalf of the GSMA Member Organisation ("**Nominated Users**"). Nominated Users may only be granted access to InfoCentre<sup>2</sup> to the extent that they need to have access to perform their work for the GSMA Member Organisation or the GSMA.

To register, each Nominated User must request an InfoCentre<sup>2</sup> account via the main InfoCentre<sup>2</sup> home page. On submission this request will be sent to the relevant MIM who would validate and approve the registration.

The InfoCentre<sup>2</sup> would then generate automated instructions that will be sent to the Nominated User's email address with instructions to set up their password and to Login to InfoCentre<sup>2</sup>.

#### MIM OBLIGATIONS AND WARRANTIES

The MIM represents and warrants that as an employee of the GSMA Member Organisation he or she has been duly authorised to act on behalf of the GSMA Member Organisation for the purposes of this Agreement.

The MIM undertakes to act as the official point of contact between the GSMA Member Organisation and the InfoCentre<sup>2</sup>. The MIM has the responsibility to ensure that all obligations imposed by the GSMA with regard to access to and use of the InfoCentre<sup>2</sup> in accordance with the terms of this Agreement are met.

In the event that the MIM is absent for whatever reason, the MIM shall ensure that a replacement is duly authorised to act and shall notify GSMA Member Services by fax or e-mail to [membership@gsm.org] of the name of the replacement.

If the MIM ceases to be an employee of the GSMA Member Organisation or is not in a position to continue to act as MIM for whatever reason, the MIM shall (or will make prior arrangements to ensure that a suitable representative of his or her GSMA Member Organisation shall) immediately so notify "GSMA Member Services" by email to <a href="mailto:membership@gsma.com">membership@gsma.com</a>.

A MIM may not disclose his or her MIM username or password to anyone else and must keep the same strictly confidential and secure and protected against unauthorised access (and, in so doing, but without prejudice, shall implement and operate such technical and operational measures so as to keep as secure as its own sensitive confidential information and shall procure that each Nominated User (as defined above) shall observe the same strict confidentiality and security provisions described above).

**IMPORTANT**: The GSMA Member Organisation, represented by the MIM, shall be responsible for any failure by a Nominated User to fail to keep his or her username or password secure and/or for a breach by any Nominated User of the terms of this Agreement.

The MIM shall maintain a list of Nominated Users within the InfoCentre<sup>2</sup>. The list shall contain the name of the person, their position within the GSMA Member Organisation or group, and their phone and fax number. The MIM shall keep the list up to date at all times. In addition, the MIM shall immediately notify GSMA Member Services if any employee's name is removed from the list for whatever reason, in particular if such person ceases to be an employee of the GSMA Member Organisation or group.

#### DISTRIBUTION OF DOCUMENTION/INFORMATION FROM THE INFOCENTRE<sup>2</sup>

MIMs and Nominated Users (together: "**Registered Users**") may from time to time, be requested by the GSMA or a duly authorised employee or officer of the GSMA Member Organisation, to distribute to employees of the same GSMA Member Organisation, certain Materials from the InfoCentre<sup>2</sup>. In accordance with the GSMA Regulations certain Materials may be confidential. Such confidential Materials must only be distributed to those employees that need to know for the purposes of their work for the GSMA Member Organisation or the GSMA.

#### ACCEPTANCE OF AGREEMENT

These Terms of Use govern your use of the InfoCentre<sup>2</sup> for any Registered Users and all services and information available via the InfoCentre<sup>2</sup>. By accessing the InfoCentre<sup>2</sup>, you agree to these Terms of Use, <u>GSMA Privacy Policy</u> and <u>GSMA Anti-trust Policy</u>. If you do not agree to these Terms of Use, <u>GSMA Privacy Policy</u> and <u>GSMA Anti-trust Policy</u>, you are not authorised to use the InfoCentre<sup>2</sup>. You should read all the above documents prior to using the InfoCentre<sup>2</sup>. You should save and/or print out a copy of these Terms of Use for future reference.

These Terms of Use, together with the <u>GSMA Privacy Policy</u> and <u>GSMA Anti-trust Policy</u> shall be referred to collectively as the, "**Agreement**". This Agreement, together with any written notices, user warnings or pop-ups which you are required to read when using the InfoCentre<sup>2</sup>, constitute the entire agreement between you and us. If you are uncertain about any of its terms, please email <u>membership@gsma.com</u> or write to "GSMA Member Services", GSMA InfoCentre<sup>2</sup> at the address set out above and we will try to respond to your query as soon as possible.

#### CHANGES TO THIS AGREEMENT

We may from time to time make changes to the terms of this Agreement. Any changes will be posted on the InfoCentre<sup>2</sup> and notified to you by means of a notice and links to the revised terms of the Agreement on the InfoCentre<sup>2</sup> homepage.

Please review these Terms of Use, <u>GSMA Privacy Policy</u> and <u>GSMA Anti-trust Policy</u> regularly to ensure you are aware of any changes made by us. If you use the InfoCentre<sup>2</sup> or submit or request documents for services after changes are notified to you in this way, you agree to such changes. If you do not agree to such changes, you are not authorised to use the InfoCentre<sup>2</sup> and/must notify us that you no longer wish to do so, with a brief explanation of the reason(s) why.

#### ACCESSING INFOCENTRE<sup>2</sup>

Access to the InfoCentre<sup>2</sup> is permitted on a temporary basis and we may withdraw, suspend, amend or restrict any part or all of the InfoCentre<sup>2</sup> without notice or liability. Access to the InfoCentre<sup>2</sup> is dependent upon availability of the worldwide web and we accept no responsibility for your inability to access the InfoCentre<sup>2</sup> arising out of circumstances beyond our reasonable control.

We may disable your access to the InfoCentre<sup>2</sup> at any time in our absolute discretion including, without limitation, if you have failed to comply with the terms of this Agreement or any other membership requirements of the GSMA only you, personally, as the Registered User, are authorised to access InfoCentre<sup>2</sup>.

#### **RELIANCE ON INFORMATION POSTED**

Commentary and other Materials posted on the InfoCentre<sup>2</sup> are not intended as advice and should not be relied upon. To the fullest extent permissible by law, we disclaim all liability and responsibility arising from any reliance placed on such information and all terms, representations, conditions or warranties that might otherwise be implied in this Agreement are hereby excluded.

#### ANTI-TRUST

<u>PLEASE NOTE</u>: SHARING CERTAIN INFORMATION WITH COMPETITORS CAN CONSTITUTE ANTI-COMPETITIVE BEHAVIOUR AND MAY BE UNLAWFUL UNDER APPLICABLE ANTITRUST LAW. Such behaviour may arise, by way of example only, where two or more competitors exchange or allow exchanging data which enables them to fix prices or align pricing policies. For further information please refer to the <u>GSMA Anti-trust Policy</u>.

Accordingly, if you are in any doubt as to whether any of your activities relating to InfoCentre<sup>2</sup> may be anti-competitive, you are advised to seek independent legal advice. In addition, before engaging in any activity on InfoCentre<sup>2</sup> (such as, for example, sharing certain information by submitting data to InfoCentre<sup>2</sup> or, alternatively, downloading information uploaded by another authorised user) which may constitute anti-competitive behaviour, you should seek prior guidance from your legal adviser or inhouse counsel. Any anti-competitive behaviour is strictly prohibited and your access to InfoCentre<sup>2</sup>may be suspended temporarily or permanently if we suspect or have grounds to believe that you may be or are likely to be engaged in anti-competitive behaviour.

To the fullest extent permissible by law, we exclude and disclaim all liability arising out of and/or in connection with any claims relating to anti-competitive behaviour resulting from your use of the InfoCentre<sup>2</sup> or that of any other authorised third party user. You shall indemnify and shall keep indemnified us and our directors, employees, agents and any other authorised users of InfoCentre<sup>2</sup> ("**Indemnified**") for any claims, liabilities, costs, expenses (including legal expenses) and/or fines incurred by the Indemnified arising out of and/or in connection with any anti-competitive behaviour in which you are engaged with regard to InfoCentre<sup>2</sup>.

#### LIMITED LICENCE

Subject to the terms of this Agreement, we grant you a personal, non-exclusive, non-transferable, revocable, limited right to access, view, and print out information accessible via the InfoCentre<sup>2</sup> and all data, information, software graphics, images, text, posts and other content on the InfoCentre<sup>2</sup>. Such licence is restricted only to those Materials to which you have been granted access, depending on your relevant access level (e.g. Member, Associate Member, Rapporteur etc.) and GSMA's policy in force from time to time regarding users of InfoCentre<sup>2</sup>.

You acknowledge and accept that the GSMA has restricted viewable search content to 500 records and has removed the ability to download search results in CSV format unless specifically enabled strictly in accordance with this Agreement. Use of all Materials and the InfoCentre<sup>2</sup> is also subject to our **Fair Usage Rules** (as set out below).

You may only view, print out and use the InfoCentre<sup>2</sup> and the Materials for your own personal use. We expressly reserve all intellectual property rights in and to the InfoCentre<sup>2</sup> and the Materials. Your use of the InfoCentre<sup>2</sup> and Materials is subject to the following restrictions. You must not:

- a) remove any copyright or other proprietary notices contained in the Materials;
- b) modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose (other than for your own internal use);
- c) transfer the Materials to any other person;
- d) use any Materials from the InfoCentre<sup>2</sup> in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties or;

e) reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, communicate to the public or circulate to any third party or exploit the InfoCentre<sup>2</sup> and/or the Materials in any way; without our prior written consent.

By sending, uploading or submitting any content to us or via the InfoCentre<sup>2</sup> ("**Your Content**", for short), you grant us a licence to use Your Content for the purposes of providing the InfoCentre<sup>2</sup> to all registered users and those within GSMA who are responsible for managing and administering the InfoCentre<sup>2</sup>. We may alter, amend, edit and cut Your Content for technical formatting purposes and/or storage limitations and, where we deem appropriate in our sole discretion, if we suspect Your Content may contain Unacceptable Content.

**IMPORTANT**: By sending, uploading or submitting Your Content to InfoCentre<sup>2</sup>, you promise and guarantee that Your Content:

- a) does not infringe the rules set out in the GSMA Anti-trust Policy;
- b) does not infringe any other person's rights (for example, you should own all the rights in Your Content i.e. it should be original and may not include any work in respect of which the rights in which are owned by a third party as part of Your Content which you submit, unless you have obtained all necessary consents and licences to do so);
- c) does not contain any information which is subject to any data protection or confidentiality obligations other than where permitted by law;
- d) does not contain any viruses or other contaminants that have the ability to modify, delete or damage our computer programs and hardware or those of other users;
- e) does not contain any materials that are libellous, defamatory, indecent, vulgar, obscene, pornographic, sexually explicit, harmful, harassing, intimidating, threatening, hateful, objectionable, fraudulent, discriminatory, abusive or racially, culturally, or ethnically offensive;
- f) does not violate any laws, rules or regulations in any way; and
- g) Does not contain any information which may, either on its own or together with other information submitted by you or other registered users with whom you are interacting via the InfoCentre<sup>2</sup>, constitute anti-competitive behaviour.

(Together, "Unacceptable Content").

You shall indemnify and keep indemnified us, and our directors, employees, agents and affiliated companies against any claim received, or damages suffered, by us resulting from submission of Your Content.

#### FAIR USAGE RULES

Whilst you may access the InfoCentre<sup>2</sup>, your right to access, view and download any Materials available via the InfoCentre<sup>2</sup> is conditional upon your using such Materials based on fair usage. We have ultimate discretion as to what constitutes fair usage and what usage we consider to be disproportionate and/or unfair to other users of InfoCentre<sup>2</sup>. In assessing whether you have exceeded your fair usage limits, we may take into account:

- a) the size and nature of your GSMA Member Organisation,
- b) your previous and current usage based on data analytics relating to your registered account,
- c) any behavioural modelling we may use to review and analyse InfoCentre<sup>2</sup> usage,

- d) the usage of your GSMA Member Organisation's Registered Users (alone or in aggregate) when compared to other GSMA Member Organisations and users,
- e) your GSMA Member Organisation's contribution to InfoCentre<sup>2</sup> (when compared with similar organisations and your usage),
- f) what we consider you may be reasonably likely to need access to for the purposes of your GSMA Member Organisation's business, and
- g) the need to protect the rights of the GSMA, other Registered Users and anyone else who has an interest in the GSMA and/or the InfoCentre<sup>2</sup>.

You consent to our using such data to make such an assessment and acknowledge that we may suspend some or all of your user account(s) associated with your GSMA Member Organisation if we feel you or any other Registered User has exceeded their fair usage limit.

#### TRADE MARKS

We expressly reserve all rights in and to GSMA, InfoCentre<sup>2</sup> and all other related service marks, trading names or other trademarks relating to our products and services. Other trademarks, products and company names mentioned on the InfoCentre<sup>2</sup> may be trademarks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

#### THIRD PARTY SITES AND CONTENT

The InfoCentre<sup>2</sup> and/or the Materials may contain links to third party websites. If you decide to visit any third party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites. Links do not imply that we or the InfoCentre<sup>2</sup> are/is affiliated to or associated with such sites. Third party content may appear on the InfoCentre<sup>2</sup> or may be accessible via links from the InfoCentre<sup>2</sup>. We are not responsible for and assume no liability for such content.

#### CONFIDENTIALITY

All Materials in the InfoCentre<sup>2</sup> are proprietary and confidential unless otherwise stated. Accordingly the Registered Users shall preserve the confidentiality of all such proprietary Materials and ensure that it is clearly marked "Confidential".

It shall be the responsibility of the MIM to ensure that all employees of the GSMA Member Organisation and group preserve the confidentiality of all Materials and that same is kept under secure conditions no less rigorous than those used for confidential information of the relevant GSMA Member Organisation, but in any event, taking reasonable precautions for their safe custody.

The duty of non-disclosure and confidentiality set out above shall not apply to Materials which:

- a) become available to the public through no wrongful act of the person retrieving; or
- b) may be published prior to the date hereof; or
- c) are received from a third party without restriction or breach of this Agreement; or
- d) are independently developed by the GSMA Member Organisation or employee of the GSMA Member Organisation receiving the Materials.

#### **USER INFORMATION**

Please, note that once you, as a Registered User, have been registered for the GSMA InfoCentre<sup>2</sup> the following information will be available to and can be accessed by any other Registered User:

- a) Contact Name
- b) Contact email Address
- c) Contact Position / Job Title
- d) Contact Address
- e) Contact Phone Number

By accepting the terms of this Agreement you content and agree that such information can be made available and is accessible to any other Registered User.

This information is deemed strictly confidential. You also agree that you will not use such information from other Registered Users for anything else than set out in "USE OF MAILING LISTS AND OTHER INFORMATION" below.

#### USE OF MAILING LISTS AND OTHER INFORMATION

In accordance with data protection, privacy and antitrust legislation, the GSMA has rules on the use of "Mailing Lists" and other GSMA InfoCentre<sup>2</sup> data that are related to GSMA work, its members or communications. In all circumstances anyone sending a communication to a GSMA Mailing List is required to respect the following:

- a) Communications to Mailing List should be for professional purposes only;
- b) Only copy other parties on a Mailing List where appropriate;
- c) Do not include confidential or private data or information on a Mailing List;
- d) Do not include market price points or price comparisons;
- e) Distribution of spam, company advertisements, chain letters, test emails, virus warnings or jokes is not permitted; and
- f) Do not use a Mailing List for hostile messages or other personal attacks.

Furthermore, you are prohibited to download such information in Mailing Lists or related to other Registered Users in bulk, market, sell or make available to any third party such information at any time. If in doubt about sending information to or downloading information from a Mailing List, please contact a member of GSMA staff who will assist in gathering and circulating relevant information to the appropriate parties.

#### ADHERENCE TO RULES

Any breach of these terms on the DISTRIBUTION OF MATERIALS FROM THE INFOCENTRE<sup>2</sup>, USE OF MAILING LISTS, THIRD PARTY SITES, CONFIDENTIALITY, and FAIR USE RULES is considered material and will result in the revocation of your right of use of the GSMA InfoCentre<sup>2</sup>. In addition thereto, the GSMA reserves the right to take any additional actions as it may deem fit in these circumstances, including termination of the GSMA Member Organisation's use of the GSMA InfoCentre<sup>2</sup> or its membership of the GSMA.

#### ACCESS TO INFOCENTRE<sup>2</sup> SERVICES AND ACCEPTANCE

Your access to the InfoCentre<sup>2</sup> is subject to:

- a) Following the applicable instructions for registration and access;
- b) Acceptance by your organisational MIM (or GSMA Member Services);
- c) Welcome InfoCentre<sup>2</sup> email is sent to you;
- d) Follow the given activation instructions for password activation;
- e) Activating your password by following given instructions.
- f) Login and accept the Terms & Conditions and Anti-Trust Policy before given access to InfoCentre<sup>2</sup>.

#### **REGISTRATION INFORMATION AND RESPONSIBILITY FOR ACCESS**

You agree to provide truthful and complete information when registering for InfoCentre<sup>2</sup> and to keep that information updated. Providing misleading information about your identity is forbidden under this Agreement.

You are personally responsible for any use of the InfoCentre<sup>2</sup> with your username and password. You shall take due care in protecting your username and password against loss, unauthorised access or misuse by others and to notify us immediately about any misuse by emailing <u>membership@gsma.com</u> with "MISUSE OF USERNAME AND PASSWORD" in subject header.

#### NOTICES

Where these Terms of Use require you to notify us in writing, notices should be sent to us by post to our address above or by e-mail at <a href="mailto:membership@gsma.com">membership@gsma.com</a>

If we need to notify you of anything, we will do so by e-mail or post to the e-mail or postal address you provide during the registration process. Notices will be deemed received 24 hours after the e-mail is sent or three days after the date of posting.

#### EXCLUSIONS AND DISCLAIMERS

To the fullest extent permissible by law:

- a) we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in connection with this Agreement, the Materials and/or all information or services supplied by us in connection with the InfoCentre<sup>2</sup>; and
- b) we shall not be liable under this Agreement for any indirect, special, incidental or consequential damages whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if advised of the possibility of such damages.

The Materials on the InfoCentre<sup>2</sup> may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials. Any reliance on any such opinion, advice, statement, or other information shall be at your sole risk. We may, in our sole discretion, correct any errors or omissions in any part of the InfoCentre<sup>2</sup> and make any changes to the features, functionality or content of the InfoCentre<sup>2</sup> at any time. We may in our sole discretion edit or delete any Materials on the InfoCentre<sup>2</sup>.

We do not represent or warrant that the InfoCentre<sup>2</sup> will be error-free, free of viruses or malware, or that defects will be corrected.

We will not be in breach of this Agreement nor be liable for any failure or delay in performance of our obligations under this Agreement, arising from or attributable to acts, events, omissions or accidents beyond our reasonable control.

#### OUR LIABILITY

Nothing in this Agreement shall exclude our liability for: (a) death or personal injury arising through negligence; (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited under applicable law.

You acknowledge and agree that:

- (i) the GSMA;
- (ii) its staff;
- (iii) its Members;
- (iv) its Associate Members;
- (v) its Rapporteurs;
- (vi) the members of the CEO Board and its committees;
- (vii) the Executive Management Committee;
- (viii) other users of the InfoCentre<sup>2</sup>;
- (ix) all other persons participating in the activities of the GSMA; and
- (x) consultants engaged from time to time by the GSMA in the performance of their respective duties to the GSMA
- ((i) (x) together, "Participant(s)"),

shall be immune from all liability in respect of any loss or damage suffered in reliance on any advice or information, in whatever form, published or given by such Participant(s) to other Participant(s).

Notwithstanding the foregoing, such immunity shall not apply to the antitrust indemnity, the Unacceptable Content indemnity or any advice or information where: (i) the applicable provisions of the documentation expressly exclude such immunity; or (ii) it is clearly and objectively evident from the circumstances that the Participant rendering the advice or information knows and intends that the other Participants would rely on such information or advice and that such reliance was justifiable under the circumstances.

Our aggregate liability in connection with any claim arising out of or relating to the InfoCentre<sup>2</sup>, the Materials and the services provided in connection with the InfoCentre<sup>2</sup> shall be limited to  $\pounds$ 1,000 (one thousand pounds).

#### LEGAL COMPLIANCE AND APPLICABLE LAW

You shall comply with all applicable laws and regulations in connection with your use of the InfoCentre<sup>2</sup> and the Materials that appear on it.

The laws of England and Wales shall apply to this Agreement and this Agreement shall be interpreted under English law. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, we may issue legal proceedings in relation to any claim relating to this Agreement and your use of the InfoCentre<sup>2</sup> anywhere in the world.

To the fullest extent permissible, the Contracts (Rights of Third Parties Act) 1999 is hereby excluded, and the parties to this Agreement shall be the only parties who shall be able to rely on it terms (other than in relation to any benefits and rights expressly conferred upon registered users of InfoCentre<sup>2</sup>, our, directors, employees, affiliated companies and agents).

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the InfoCentre<sup>2</sup> is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

## **Section 2** (to be completed and signed by the nominated MIM)

I	, hereby represent and warrant that I have			
been duly appointed by the Undersigned	to act as Member Information			
Manager (as defined in Section 1 Terms and Conditions) for and on behalf of				
for the purposes of this agree	ement.			

I have read the Terms of Use set out in Section 1 Terms and Conditions above. I hereby acknowledge and agree to be bound by the provisions in Terms of Use in Section 1 Terms and Conditions in full, without any deletions, amendments or additions.

Terms of Use are hereby accepted this on the	day of	20	as set
out in Section 1 Terms and Conditions.			

#### Signed by

(Signature of Member Information Manager)

(Print name of Member Information Manager)

(Signature of GSMA Member Organisation Officer or Director)

(Print name of GSMA Member Organisation Officer or Director)

For and on behalf of

(Print GSMA Member Organisation name and Country of Operation *exactly* as they are on InfoCentre<sup>2</sup>)

## Section 3 Member Information Manager Contact details (please print clearly)

Title (Ms., Mr., etc.):	First Name	Last Name	
Job Title:			
Email:			
Office Phone No:			
Mobile Phone No:			
Fax No:			

### Deputy MIM details (please print clearly).

(GSMA Member Services may contact this person in the event that the Member Information Manager is not available. The Deputy MIM will have the same rights and responsibilities as the MIM),

Title (Ms., Mr., etc.):	First Name	Last Name	
Job Title:			
Email:			
Office Phone No:			
Mobile Phone No:			
Fax No:			

# Please return Section 2 and Section 3 fully completed and signed to <u>membership@gsma.com</u>

For GSMA Use Only

Full	Associate	Rapporteur	Parent Company