



## GSMA INTERNATIONAL FRAUD DETERRENT SYSTEM (IFDS) PROOF OF CONCEPT (POC) TERMS AND CONDITIONS

These terms of use govern your agreement with GSMA for participation in the free-of-charge GSMA International Fraud Deterrent Proof of Concept (PoC) initiative and use of the supporting GSMA International Fraud Deterrent System (IFDS). Please read these terms of use carefully before you register for the PoC or use IFDS. These terms of use tell you how the PoC and IFDS works, how our agreement may be updated or terminated, and other important information.

By registering, using or accessing the IFDS, you agree to these terms of use, as updated from time to time in accordance with clause 15. If you think that there is a mistake in these terms, please contact a GSMA PoC team member.

### INTRODUCTION:

- (A) The GSMA represents the interests of mobile operators worldwide, uniting more than 750 operators with over 400 companies in the broader mobile ecosystem, including handset and device makers, software companies, equipment providers and internet companies, as well as organisations in adjacent industry sectors.
- (B) The GSMA has identified a need for collaborative fraud deterrent activity and electronic tools to support the telecommunications industry when it comes to international fraud prevention.
- (C) The GSMA has therefore established the GSMA IFDS to provide a central facility to assist telecoms service providers in analysing fraud related incidents efficiently and with more accuracy in a collaborative manner. GSMA seeks to determine the effectiveness of fraud prevention techniques and concepts supported by GSMA IFDS and offers participation in the IFDS PoC free of charge in order to trial such techniques and prove concepts in the detection and reduction of fraud.
- (D) This Agreement sets out the terms and conditions on which GSMA will provide access to, and you may use, the GSMA IFDS.

### YOU AGREE THAT:

#### 1. DEFINITIONS

1.1 In this Agreement, unless the context indicates otherwise:

**Affiliate** means any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which that entity has the majority of the voting rights or economic interest.

**Agreement** means these GSMA IFDS PoC Terms of Use.

**Contributor** means a third party (as selected and approved by GSMA) who has contributed information, data, materials, works, expressions, or other content, feedback as part of testing, for processing by or through the IFDS PoC.

**Controller** means the entity that determines the purposes and means of the Processing of Personal Data. For the avoidance of doubt, a Controller is a "data controller" (as such term is defined under the GDPR).

**Data Protection Laws** means all legislation, principles, codes and policies in any relevant jurisdiction applicable to the collection, use, disclosure, Processing, transfer or granting of access rights to any Personal Data, including without limitation, any applicable local laws, and any related decisions or guidelines and subsequent legislation of a similar nature, such as the GDPR.

**FF.21** means the GSMA FF.21 Fraud Manual, as updated from time to time by GSMA.

**GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**GSMA** means GSMA Ltd., a Georgia not-for-profit corporation and a wholly-owned subsidiary of the GSM Association, with an office at 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, U.S.

**GSMA Fraud Intelligence Services** means the cyber threat and fraud intelligence services provided by GSMA, which include (amongst other services) the GSMA IFDS.

**GSMA Group** means GSMA, GSM Association, and their Affiliates.

**IFDS** means GSMA international fraud deterrent system supported by a central global collaboration and exchange platform to assist Telecommunication Service Providers in analysing fraud related incidents efficiently and with more accuracy in a collaborative manner.

**IFDS Data** means all data, including but not limited to Personal Data, submitted to, curated by or provided by the platform or the personnel involved in the GSMA IFDS PoC, including without limitation:

- (i) Operator identifier identity
- (ii) Network node identities (ie, IP address, Domain, Point Codes, Global Titles, Geolocation)
- (iii) SIP Provider Information
- (iv) Assigned telephone numbers
- (v) Telephone number ranges
- (vi) Call Detail Records
- (vii) Traffic patten statistics
- (viii) Data collected by network probes
- (ix) Contributor commentary and analysis
- (x) Reports
- (xi) Alerts
- (xii) Fraud Labels
- (xiii) Derivative works created by the Platform and associated information.

**IFDS Features** means Ticketing System with Chat, Call Trace-back, Live Attack Monitoring, Network Address Book and Call Verification, as described in Schedule 1 and any new features released during the PoC.

**Intellectual Property Rights** means copyrights, database rights, patents, utility models, know-how, registered and unregistered design rights, trade marks, confidential information, trade secrets, and other intellectual property, in each case whether registered or unregistered, and any rights to apply for the foregoing, which may subsist anywhere in the world.

**PoC Participant** means the organisation who is the other party to this agreement and who has agreed to take part in the PoC.

**PoC** means a series of ad-hoc and/or prescribed use case tests of fraud detection and prevention techniques supported by GSMA IFDS tools during the term.

**Named Individual User** means individual(s) who are the analysts involved in the PoC who have access to the User Credentials.

**Personal Data** means any information relating to an identified or identifiable natural person and includes the categories of data listed in a Processing Annex. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For the avoidance of doubt, device unique identifiers, telephone numbers, including Mobile Station ISDN Numbers (MSISDN), Mobile Station Roaming Numbers (MSRN) or ranges, Short Codes (Short Numbers) and any information relating or attributed to the foregoing shall be treated as Personal Data for the purposes of this Agreement.

**Platform** means IFDS software and hardware.

**Policies** means FF.21 and any other relevant GSMA policy and permanent reference documents, relating to GSMA Fraud Intelligence Services, each as updated and notified to you from time to time by GSMA.

**Process** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing has the corresponding meaning.

**Purpose** means mitigating telecommunications crime, fraud and security risks in a collaborative way during the PoC using IFDS. PoC Participants will be responsible for carrying out collaborative PoC test and evaluation activities and providing feedback to GSMA and other PoC Participants.

**Retention Period** has the meaning given in clause 8.3.

**Subcontractor** means a third party supplier contracted to provide goods or services, for example, IT hardware, software, telecommunications and SaaS providers.

**Submission** means IFDS Data submitted to the GSMA IFDS Platform (whether via the GSMA IFDS Platform or otherwise) by a User. Any IFDS Data previously provided to GSMA (whether via email or Fraud and Security Group Processes) will be treated as a Submission for the purposes of the GSMA IFDS PoC.

**Telecommunications Service Provider** means an organization which carries telecoms traffic on behalf of consumers including mobile network operators, mobile virtual network operators, fixed line service providers, voice over IP service providers, aggregators, hubs and transit carriers.

**Term** means the term of this Agreement, as set out in clause 11.

**User** means any user of the Platform, including you and the Contributors, as the context requires.

**you** or **your** means you as the counterparty to this Agreement, being a User approved by GSMA to use the GSMA IFDS, as further set out in clause 2, Registration.

1.2 In this Agreement, unless the context indicates otherwise:

- (a) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (b) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (c) references to a "person" include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (d) the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (e) references to any document (however described) are references to that document as modified or replaced from time to time.

## 2. REGISTRATION

2.1 Use of the free-of-charge GSMA IFDS is subject to agreement to these terms and conditions.

2.2 GSMA shall, at its sole discretion, grant access to the IFDS tools, as described in Schedule 1, on completion of a registration process which captures company details enabling GSMA to establish PoC Participants and Named Individual User accounts on the system and issue User Credentials.

## 3. POC PARTICIPATION AND USING THE IFDS

3.1 Subject to the terms set out in this Agreement, you may access the IFDS Features (which may be subject to change and to which new features may be added from time to time) during the Term to:

- (a) test techniques, tools and provide feedback to GSMA;

- (b) test your own systems against IFDS;
  - (c) test artificially created inter-carrier fraud scenarios and provide feedback to GSMA; and
  - (d) examine naturally occurring inter-carrier fraud traffic and provide feedback to GSMA;
- 3.2 Participation in this PoC and access to the IFDS enables you to become a data Contributor and Submit data in the course of participating in PoC activities as described in 3.1. Where you make Submissions you must:
- (a) use best efforts to ensure that each Submission is accurate, timely, current, and complete;
  - (b) respond in a timely fashion to inquiries from other Contributors and Users of the GSMA Fraud Intelligence Services, regarding your Submissions;
  - (c) promptly remove/update Submissions as required to reflect changes in the status of a Submission or to correct any inaccurate Submissions
- 3.3 You will NOT:
- (a) provide access to the Platform or the IFDS Data to any other person or entity;

#### **4. USING IFDS DATA**

- 4.1 You will have access to a variety of data through use of the Platform which will grow and expand in terms of content, scope and volume over time according to testing and evaluation activities agreed from time to time during the term.
- 4.2 You may access the IFDS Data via the Platform, in accordance with the access instructions provided by GSMA to you (as updated from time to time and notified to you by email by GSMA).
- 4.3 You may use the IFDS Data solely for the Purpose. Subject to clause 4.7, you must keep confidential the IFDS Data, and you may not provide the IFDS Data to any other person, individual, organisations or groups, either directly or via third parties. Please contact GSMA with any queries on how IFDS Data may be disclosed.
- 4.4 IFDS Data can change at any time based on Contributor input. GSMA takes no responsibility for any variance or the effects of any variance between IFDS Data supplied through the Platform and your or Contributors' historical records.
- 4.5 Following termination or expiry of this Agreement, subject to the confidentiality and data protection requirements set out in this Agreement, you may retain IFDS Data received under this Agreement solely to the extent and for the duration required by law and for no other purpose.
- 4.6 You must promptly notify GSMA of any third party claim or complaint that you become aware of in relation to any of the IFDS Data.
- 4.7 You may authorise your Subcontractors to access and use the GSMA IFDS for and on behalf of you solely for the purposes of providing services to you, provided that Subcontractors must comply with all restrictions and obligations of yours under this Agreement. You are responsible for the acts and omissions of each of your Subcontractors as if they were your acts and omissions. This Agreement does not create a contractual relationship between the GSMA and any Subcontractor, who have no right to enforce any term of, or any rights in relation to, this Agreement.
- 4.8 Notwithstanding clauses 4.3 and subject to clause 7, you can disclose IFDS Data, as required to a Telecommunications Service Provider solely as required in order to discuss a specific suspected fraud case for your own or the recipient Telecommunications Service Provider's internal purposes. You may not disclose substantial portions of IFDS Data, and may not disclose IFDS Data in a manner that replicates, relicenses or resells the IFDS or part thereof, or is otherwise deemed by GSMA as being a IFDS Data distribution service. Your sharing of IFDS Data under this clause will be subject to your obligations under clause 8.

#### **5. USE OF CREDENTIALS AND PASSWORDS**

- 5.1 If your application is approved by GSMA, you will be issued with unique user ID(s) and password(s) ("**User**

**Credentials**”). Your User Credentials may only be used by the Named Individual User. You must ensure that the User Credentials are not shared outside of your organisation or misused in any way. You must keep User Credentials confidential and secure. You will be responsible for all use of, and activity associated with, your User Credentials (whether such use or activity is authorized by you or not). You must immediately notify GSMA in the event of suspected or actual loss, theft, unauthorized access or hacking of your User Credentials.

5.2 You will NOT:

- (a) circumvent, or attempt to circumvent, any data security measures employed by GSMA;
- (b) use, or cause to be used, any automated program or script, or other functionality or technique, which conceals, or is misleading or deceptive as to, your identity, or use of, or activity on, the Platform; or
- (c) attempt to interfere with the Platform by any means, including by hacking the GSMA systems or servers, submitting a virus, overloading, or crashing the GSMA sites or systems.

5.3 GSMA retains the right to remove, disallow or cancel User Credentials in its sole and absolute discretion. GSMA may, without any prior notice to you, terminate, cancel or suspend your User Credentials if, in GSMA's sole and absolute discretion, GSMA determines that your use of the User Credentials would or may constitute or cause (or has constituted or caused) a breach, contravention, or infringement of this Agreement, any rights of any third party or any applicable laws, rules or regulations.

5.4 GSMA will treat any user contact details provided by you in accordance with applicable data privacy laws, including the Privacy Policy available at <https://www.gsma.com/aboutus/legal/privacy>.

## 6. INTELLECTUAL PROPERTY

6.1 You are granted a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free licence to use, reproduce and modify on an internal basis, the IFDS Data you receive via the IFDS, solely for the Purpose. You will only use such information solely for the Purpose and consistent with the Policies.

6.2 You acknowledge that all rights, title and interest in the IFDS, the other GSMA Fraud Intelligence Services, IFDS Data, the Platform, and the GSMA Fraud Intelligence Service models, processes, methods, system, data, and all related materials, including all Intellectual Property Rights in any of the above, are retained solely by GSMA and its licensors. You are granted no licence or right, whether express or implied, to use any of the above except as expressly set out in this Agreement.

6.3 You grant to GSMA a non-exclusive, transferable, sublicensable, irrevocable, perpetual, worldwide and royalty-free licence to use Submissions and any other information and data submitted by you to the GSMA for the purposes of operating the PoC, the IFDS and other GSMA Fraud Intelligence Services and related efforts for the Purpose.

6.4 Except as set out in clause 7.5, nothing in this Agreement grants either party any right to use the other party's trade marks without that party's prior written consent. You shall not use the GSMA trade marks or other references to GSMA, the IFDS, or the GSMA Fraud Intelligence Service without the GSMA's prior written consent, and in the case of the GSMA's trade marks, subject to a separate licence agreement with the GSMA. Without limiting the foregoing, you will not use any GSMA trade marks or trade names so resembling any trade mark or trade names of the GSMA in a manner likely to cause confusion or deception.

## 7. CONFIDENTIALITY

7.1 Each party will maintain as confidential at all times, and will not at any time, directly or indirectly (i) disclose or permit to be disclosed to any person, or (ii) use for itself or to the detriment of the other party; any Confidential Information, except:

- (a) as required by law or regulation;
- (b) as expressly authorised in writing by the other party; or
- (c) to the extent reasonably required in relation to, or expressly permitted by, this Agreement.

7.2 For the purposes of this Agreement, “**Confidential Information**” means any information:

- (a) relating to the terms of this Agreement;
- (b) relating directly or indirectly to the research, development, business plans, marketing, operations, finances of either party; and/or
- (c) disclosed by either party to the other party on the express basis that such information is confidential,

or which might reasonably be expected by either party to be confidential in nature.  
IFDS Data received by you via the IFDS is Confidential Information.

- 7.3 Information will not be deemed Confidential Information and neither party will have any obligation concerning the use or disclosure of any information which: (a) is or becomes publicly known through no fault of the receiving party; (b) is or becomes known to the receiving party from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; or (c) was independently developed by the receiving party without the benefit of the Confidential Information.
- 7.4 Nothing in this Agreement will prevent either party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental or regulatory requirement or any judicial agency pursuant to proceedings over which such agency has jurisdiction; provided however, that prior to any such disclosure, such party must (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the other party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the other party in defending against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure.
- 7.5 You acknowledge that your organisation name, country, contact information, business description, e.g. mobile network operator, and related information will be incorporated in the Platform and/or associated materials for the purposes of GSMA operating the IFDS. You acknowledge that your organisation name and comments (where selected) will be published to Users for activities relating to the Purpose and for the purposes of informing Users of the source of Submissions.
- 7.6 You acknowledge that your Submissions and Platform usage information may be provided by GSMA to law enforcement agencies where approved by GSMA.
- 7.7 Except as expressly provided in this Agreement, neither party will make any press announcements or publicise this Agreement or its contents in any way without the prior written consent of the other party.

## **8. DATA PROTECTION**

- 8.1 For the purposes of applicable Data Protection Laws, each party processing Personal Data contained in IFDS Data and Submissions:
- (a) is an independent Controller of Personal Data;
  - (b) will only use Personal Data obtained via the Platform for the Purpose and will only share Personal Data that is relevant and proportionate to the Purpose;
  - (c) agrees that it will not disclose, share or "sell" any Personal Data (or any part or derivative thereof) to any third party, except where service providers or processors are required to provide the IFDS Service in accordance with the Purpose, or to the extent allowed or necessary under applicable Data Protection Laws;
  - (d) will comply with the obligations under applicable Data Protection Laws regarding the processing of Personal Data from different regions, which includes taking appropriate security measures to ensure that Personal Data is protected against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage ("**Security Incident**");
  - (e) will promptly notify the other party and relevant authorities in writing of any Security Incident or if it determines that it can no longer comply with applicable Data Protection Laws or with this Agreement with respect to the Personal Data; and
  - (f) will provide reasonable assistance as requested from time to time by the other party, and other Users of the IFDS Data, by promptly responding to queries as required to assist them in meeting their obligations under any relevant Data Protection Laws, including subject access requests or similar queries under applicable Data Protection Laws.
- 8.2 You must (i) subject to any applicable crime prevention exemption, under applicable Data Protection Laws inform relevant individuals and/or ensure that Your fair processing notice covers the Purpose and

the information sharing by you with GSMA and other Users as set out in this Agreement; (ii) have processes in place to remediate any issues resulting from Your decisions in relation to IFDS Data; (iii) have a lawful basis for Processing Personal Data (where so required under Data Protection Laws); (iv) notify the competent supervisory authority and individuals in the event of a Security Incident impacting Personal Data, where so required under Data Protection Laws; (v) take steps to ensure the accuracy of Personal Data submitted to the Platform and promptly notify GSMA if You becomes aware that any Personal Data contributed by You is inaccurate or the integrity of any Personal Data contributed by You is compromised; (vi) create and maintain all records and other accountability documentation that a Controller is required to maintain under Data Protection Laws;

8.3 GSMA will keep records of your Submissions and your Platform usage information for a maximum period of seven (7) years (the “**Retention Period**”) from the date of the relevant Submission or Platform activity, where upon it will be deleted.

## 9. YOUR OBLIGATIONS

9.1 You will not represent yourself as an agent of the GSMA for any purpose, nor pledge the GSMA’s credit or give any condition or warranty or make any representation on the GSMA’s behalf or commit the GSMA to any contracts.

9.2 You will not without the GSMA’s prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features, performance, or capabilities of the Platform, the IFDS Data or related services or otherwise incur any liability on behalf of the GSMA.

9.3 You will ensure that your employees, agents, and contractors, and any other person to whom you share IFDS Data in accordance with the terms of this Agreement comply with the terms of this Agreement. You are responsible for the acts and omissions of each of these persons as if they were acts and omissions of yourself.

9.4 You will:

- (a) comply with the Policies and GSMA’s reasonable directions in respect of the PoC and the IFDS;
- (b) cooperate with GSMA, Users and other Contributors involved in the IFDS and wider GSMA Fraud Intelligence Services;
- (c) promptly notify GSMA of any breach of your obligations under this Agreement or any other matter which may impact on your ability to perform those obligations; and
- (d) not act or omit to act in any way which would or which would reasonably be expected to be considered injurious or detrimental to, to damage or bring into disrepute, GSMA Group, its members or Affiliates, other Users or Contributors, or their brands or reputations.

## 10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 The parties will comply at all times with all applicable laws, rules, regulations, bylaws and standards. Without limiting the foregoing:

- (a) the parties will comply with applicable trade sanctions under U.S., United Nations, and any other applicable law, and will not provide access to the IFDS Data or Service (whether directly or indirectly) to any individual or organisation subject to trade sanctions under U.S., United Nations, or any other applicable law; and
- (b) each of the parties will comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act, UK Bribery Act 2010 and will have and maintain in place throughout the Term its own policies and procedures to ensure compliance with such requirements, and will enforce them where appropriate.

10.2 A breach of this clause 10 will be deemed a material breach which is irredeemable for the purposes of clause 11.5.

## 11. TERM AND TERMINATION

- 11.1 This Agreement shall be effective from the date this Agreement is signed and shall continue until the PoC is terminated in accordance with the terms set out in this Agreement (“**Term**”).
- 11.2 If, in GSMA’s sole opinion, the PoC is successful the PoC Participant agrees to consider entering into new commercial service agreement with GSMA.
- 11.3 You may terminate this Agreement at any time by 30 days’ written notice to GSMA.
- 11.4 GSMA may terminate this Agreement at any time by 30 days’ written notice to you.
- 11.5 Either party may terminate this Agreement with immediate effect by written notice to the other party if an encumbrancer takes possession, or a receiver is appointed, of any of the other party’s property or assets; or the other party becomes subject to an administration order or make any voluntary arrangement with its creditors; or the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting effectively agrees to be bound by or assume the other party’s obligations under this Agreement); or if the other party ceases, or threatens to cease, to carry on business; or if the other party suffers any similar process under the law of the other party’s domicile or place of jurisdiction.
- 11.6 GSMA may terminate this Agreement with immediate effect by written notice to you:
- (a) if you commit a material breach of your obligations under this Agreement which is incapable of remedy or which remains uncorrected for a period of seven days after receiving written notice from GSMA of the breach; or
  - (b) in the event of any relevant legislative or regulatory change which in the opinion of GSMA, acting reasonably, requires this Agreement be terminated or suspended.
- 11.7 GSMA reserves the right at its sole discretion to deny access to the service or suspend access to the service to entities who, after reasonable investigation by GSMA, using evidence from a variety of sources including operators subject to fraud perpetrated by the entity, determines that the entity is using the service to support fraudulent activity. You accept that, in the event of any actual or reasonably suspected breach of this Agreement by you, including any misuse of the Platform or IFDS Data, and without limiting the rights and remedies of GSMA under this Agreement or otherwise at law, GSMA may, at its sole discretion:
- (a) terminate or suspend this Agreement, and discontinue your access to the Platform without notice; and/or
  - (b) rescind your licence to IFDS data under clause 6.1 where upon you shall delete such data; and/or
  - (c) communicate the actual or alleged breach or infringement to Users of the Platform, particularly Users of your Submissions; and/or
  - (d) withdraw or suspend all or some of your Submissions from the Platform;
- with no liability to GSMA.
- 11.8 Upon termination or expiry of this Agreement for any reason whatsoever:
- (a) your access to the Platform will be withdrawn;
  - (b) GSMA may retain your Submissions for use within GSMA’s Fraud Intelligence Services for the remainder of the Retention Period.
  - (c) you may continue to modify your existing Submissions made prior to the effective date of termination, in accordance with clause 3.2, by contacting the GSMA Fraud Team, subject to GSMA maintaining the Platform operationally;



- (d) termination will be without prejudice to either party's rights and remedies in respect of any breach of this Agreement by the other party, where the breach occurred before the termination of this Agreement; and
- (e) the clauses of this Agreement which by their nature are intended to survive termination, together with such other provisions reasonably required to give effect to those clauses, will remain in full force and effect following termination or expiry.

## 12. DISCLAIMERS AND BASIS OF SERVICE PROVISION

GSMA and Users provide and use the IFDS and other GSMA Fraud Intelligence Services and IFDS Data in good faith for the benefit of the wider telecommunications ecosystem. Accordingly:

- 12.1 You accept that GSMA, by providing you with access to the IFDS, is providing an exchange platform for information provided by numerous Contributors and third party data sources. GSMA does not perform any checks or vetting, and does not accept any responsibility for the accuracy or completeness of the IFDS Data. You acknowledge and agree that GSMA Group and its Contributors and licensors have no responsibility for the accuracy, currency or completeness of IFDS Data obtained via the Platform or otherwise.
- 12.2 The Platform, IFDS Data, and any other related information or services provided by (i) GSMA or any of its affiliates, and/or (ii) Contributors; are provided "as is" and without any warranty of any kind. Users access the Platform without warranty or representation of any kind, and GSMA will not be liable for any failure or delay to implement IFDS Data.
- 12.3 For the avoidance of doubt, GSMA and other Users accept no responsibility for third party claims based on or in relation to their respective use of IFDS Data or otherwise in relation to the Platform, including without limitation claims by device owners or subscribers in relation to network performance. You indemnify and hold harmless GSMA and other Users against all costs, losses and expenses arising from or in relation to any such third party claims.
- 12.4 All warranties, whether express, implied, or statutory, including without limitation any implied or other warranties of merchantability, fitness for a particular purpose, quality, accuracy, completeness, timing, or title are expressly disclaimed and excluded by GSMA, you, and other Users.

## 13. LIABILITY

- 13.1 Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes or limits any person's liability for: (i) any death or personal injury caused by its negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded under applicable law.
- 13.2 Subject to clause 13.1, no party will be liable in relation for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss or damage.
- 13.3 Subject to clause 13.1, each party's total aggregate liability to each other under or in relation to the GSMA Fraud Intelligence Services will not exceed USD \$1,000 (one thousand US dollars).
- 13.4 GSMA operates the Platform and the GSMA Fraud Intelligence Service for the benefit of the global mobile ecosystem, for the purposes of combatting mobile device crime and fraud. You acknowledge that this clause 13 represents a reasonable allocation of risk and that, in the absence of these provisions, the terms of this Agreement would be substantially different.

## 14. NOTICES

- 14.1 All notices, requests, consents, claims, demands, waivers and other communications in relation to this Agreement must be in writing and addressed to the parties at the following addresses:
  - (a) If to GSMA: *GSMA Ltd., Attn: Deputy General Counsel, 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America*; with an advance copy to [legalnotices@gsma.com](mailto:legalnotices@gsma.com).
  - (b) If to you: To the email address in your account details, as updated by you from time to time or via your account settings in IFDS.
- 14.2 Any notice required to be given pursuant to this Agreement will be deemed to be properly given immediately upon delivery.

## 15. MODIFICATIONS AND PREVIOUS VERSIONS OF THIS AGREEMENT

15.1 GSMA may amend this Agreement by not less than thirty (30) days' written notice. Your continued participation in and use of the Platform following notice of the changes will be deemed to constitute acceptance of the amended terms and conditions. In the event that you do not wish to accept the amended Agreement, you may terminate this Agreement on written notice to GSMA not less than ten (10) days prior to the effective date of the relevant amendment.

## 16. GENERAL

16.1 This Agreement is the complete, final and exclusive entire agreement between the parties relating to the subject matter and supersedes any and all prior agreements, representations, communications, undertakings, or discussions relating to the subject matter hereof.

16.2 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.

16.3 You may not transfer or assign any of your liabilities or rights under this Agreement to any other person without the prior written consent of GSMA, such consent not to be unreasonably withheld. GSMA may at any time transfer or assign any of its liabilities or rights under this Agreement to any other entity upon written notice to you.

16.4 No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. The rights powers and remedies provided in this Agreement are cumulative and are in addition to any rights, powers or remedies provided by law.

16.5 No person shall be liable for any failure to perform or delay in performance of any of its obligations under or in relation to this Agreement caused by circumstances beyond the reasonable control of that person (which may include but not be limited to one or more of the following: governmental regulations; riot; civil unrest; military action; terrorism; earthquake; disease or epidemic; storm; flood; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority) (a "**Force Majeure Event**"). A party claiming to be affected by a Force Majeure Event will not be entitled to invoke the provisions of this clause to the extent that such party fails to take all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.

16.6 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for the other.

16.7 Except as expressly stated otherwise in this Agreement, each party shall bear full and sole responsibility for its own expenses, liabilities and costs of operation.

16.8 Subject to clause 15, this Agreement may not be varied, modified, altered, or amended except by agreement in writing by the parties' duly authorised representatives.

16.9 Save for clause 12, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise to enforce any term of this Agreement.

16.10 This Agreement shall be construed and interpreted in accordance with the laws of England excluding its rules for choice of law and the parties hereby submit to the exclusive jurisdiction of the English Courts located in London.

16.11 This Agreement was written in English. To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

## **SCHEDULE 1 IFDS DESCRIPTION**

Subject to the terms of this Agreement, users may use the International Fraud Deterrent Service (IFDS) to submit and consume fraud signature data, initiate trace back requests and submit trouble tickets. This may be via web or API access to the Platform 24 hours per day, during the period of the PoC.

### **IFDS Access and Credentials**

Web and API access to the Platform will be via addresses issued during the on-boarding process and from time to time during the PoC by the GSMA PoC team. User is entitled to be issued a set of login credentials for its organisation to access the IFDS.

### **IFDS Functionalities**

- **Ticketing System with Chat**

Users with valid credentials can create a fraud trouble ticket and/or case and assign to another Telecommunications Service Provider allowing multiple organisations to collaborate on a problem. Users can receive fraud alerts via this functionality when their Network identifiers have been reported as subject to fraudulent calls.

- **Call Trace-back**

Call Originator and/or Terminating Party can initiate a Call Path Tracing request to find the source of a call even when the source is disguised. The platform will automatically send the request to the appropriate contact of the parties identified. The Trace-back functionality supports a Call Verification feature forwarding the request directly to the source number operator (A number).

- **Live Attack Monitoring**

Provide a real time view and warning of active fraud campaigns. Data will provide originating and terminating networks subject to fraudulent activity and/or abnormal traffic, hot zones and other intelligence information. Data is intended to be consumed by operators' Fraud Management Services (FMS) or used to increase effectiveness of fraud mitigation efforts.

- **Network Address Book**

Network & Number Identifier Address Book providing an authenticated list of network identifiers.

- **Call Verification**

Provides a centralised system to validate parties' identity and automated call verification.

### **Functionality**

User acknowledges that this Service is provided to allow GSMA and the Users to assess collaboration techniques, procedures and functionality during a proof of concept. As such functionality can be changed and enhanced rapidly to the benefit of users with limited notice.

### **Service Availability and Support**

GSMA will provide support during the PoC through a combination of the GSMA PoC team and Mobileum, GSMA's PoC fulfilment partner, via addresses that will be issued during on-boarding. GSMA may take the platform off line to release new software from time to time and will provide notification by email. User is responsible for User's connectivity to the IFDS. User will gain access to user guide documentation on successful registration to the service.