



MWC AFRICA AND GSMA M360 SERIES TERMS & CONDITIONS

These Terms were last updated on 29 July 2021 and supersede any previous terms and conditions

GSMA Ltd., with a registered office at 165 Ottley Drive, Suite 150, Atlanta, Georgia, United States, 30324, a wholly owned subsidiary of the GSM Association welcomes you to GSMA M360 Series 2021 to be held as set out on www.mobile360series.com and MWC Africa 2021 in partnership with GSMA M360 Series (www.gsmathrive.com/africa/mwc-africa-2021), that can be accessed via the URL provided in your registration confirmation email for the event you have registered to attend (the "**Website**") hosted on the Grip platform (the "**Platform**") operated by Intros.at Ltd., with an office at Epworth house, 25 city Rd, Shoreditch, London, EC1Y 1AA (the "**Host**"). Collectively the "**GSMA Virtual Events**") GSMA Ltd. and its Affiliates (together "**GSMA**") provide the event to you, your employees, agents, and contractors, and any other entity or person on whose behalf you accept these terms (collectively "**You**"), subject to these Attendee Terms & Conditions (the "**Terms**"). These Terms are entered into by and between GSMA and You, and You accept them and agree to be bound by them by: (a) clicking a box during event registration indicating your acceptance; or (b) registering for the event via this website; or (c) by using or accessing the event website or platform (the "**Registration Activities**"). Please note the Host Platform's terms and conditions shall also apply to your use of the platform to attend the virtual event ("**Host Terms**"). In the event of any conflict or inconsistency between the Terms and the Host Terms, the Terms will prevail.

Description of Event

The Website provides access to an account, the GSMA Virtual Events and other services related to the Event, including but not limited to information regarding promotional, sales, sponsorship, and networking opportunities for those companies doing business in the mobile industry ("**Services**").

GSMA reserves the right to change the GSMA Virtual Events structure, format, content, timing, or speakers without notice. The GSMA Virtual Events may be postponed or cancelled by GSMA for any reason. If such a situation should occur, this shall be in accordance with the Cancellation section of the General Terms.

Eligibility

If You are registering on behalf of your employer or a third party, You represent and warrant that You are at least 18 years old and are authorised to accept these Terms on behalf of each person that you register, and that each person you register agrees to be bound by these terms and agrees to indemnify GSMA for violation of these Terms. You also represent and warrant that you have registered to attend the Event having only used a registration code that you are actually authorised to use.

GSMA Ltd., the Event organizer, is a United States based organization that must comply with U.S. sanctions law. You represent and warrant that neither You, nor any person or entity for whom You are registering: (i) are currently on the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (including terrorists and narcotics traffickers) (the "**OFAC List**"); (ii) are affiliated with any entity or organization on the OFAC List; nor (iii)

are on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If You or any person, entity or organization with which you are affiliated are added to any such restricted party list prior to Your arrival date, then You must notify GSMA immediately. The OFAC List is located here: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. GSMA utilizes World-Check to process Your data to validate compliance with U.S. and other international sanctions laws. GSMA may cancel and/or terminate these Terms and Your access to the GSMA Virtual Events and/or Services without penalty or liability if GSMA reasonably believes it is necessary to do so in order to comply with our obligations under such applicable laws or regulations, including if You are added to any restricted party listings. Cancellation and/or termination under this provision will result in forfeiture of all fees paid by You, in conformance with U.S. sanctions law.

Term and Termination

These Terms are effective from the moment You carry out any of the Registration Activities until terminated by GSMA. You agree that GSMA may terminate these Terms in GSMA's sole discretion at any time without prior notice. In the event of termination, You are no longer authorized to attend the GSMA Virtual Events. You agree that GSMA shall not be liable to You or any third party for any termination of your access to the GSMA Virtual Events, unless otherwise stated herein.

Booking

All Attendees must register for the GSMA Virtual Events on the GSMA Virtual Events registration page (a "Registration"). Confirmation (or rejection) of your Registration will be sent to you by email after our receipt of Your Registration request. Rejection will only occur where You have not met registration requirements as detailed on the GSMA Virtual Events registration page. An attendee pass code issued for use at the GSMA Virtual Events is valid for the named attendee only and cannot be transferred or shared.

In addition, You are responsible for obtaining access to the Website and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, You must provide, and are responsible for, all equipment necessary to access the Website.

Cancellations

GSMA reserves the right to change the GSMA Virtual Events structure, format, content, timing, or speakers without notice. The GSMA Virtual Events may be moved or cancelled by GSMA for any reason. If such a situation should occur, GSMA is not responsible for any cost, damages or expenses, which may have been incurred by You.

GSMA is not liable to You for any issues or failures related to internet strength/connection or bandwidth, any issues with the world wide web that disrupt the Event, or any other technical issues outside of GSMA's control.

GSMA Virtual Events Access

You are responsible for obtaining access to the Website and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, You must provide, and are responsible for, all equipment necessary to access the Website.

GSMA is not liable to You for any issues or failures related to internet strength/connection or bandwidth, any issues with the world wide web that disrupt the GSMA Virtual Events, or any other technical issues outside of GSMA's control.

GSMA Virtual Events Content

The GSMA Virtual Events will include a combination of content that GSMA creates and content that other third parties create. In addition to the content created by third parties, some Website features will provide other users with an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to GSMA or others on or through the Website and/or Platform (collectively, the "**Content**"). You understand that the Content is provided by GSMA "AS IS" and that GSMA does not guarantee the accuracy, integrity or quality of any Content. In this regard, You acknowledge that You may not rely on any of this Content, whether created by or submitted to GSMA, including, Content that is posted on any bulletin board, chat, news group, community, forum or other feedback section of the Website (collectively, the "**Forums**"). You further understand and agree that the Website may include certain communications from GSMA (such as administrative messages and email responses to registrations made by users), and that these communications are considered part of the GSMA Virtual Events and You may not be able to opt out of receiving them.

NOTE: Some of the Content is available on mobile devices. You should not use such Content in a way that distracts You and prevents You from obeying traffic or safety laws.

Attendee Postings

Postings by attendees do not reflect the views of GSMA and GSMA does not verify, endorse, or vouch for any such content. We do, however, enforce these Terms, and if we determine in our sole discretion that any posting is inaccurate, was posted without authorisation, or otherwise does or may violate these Terms, we reserve the right, at any time, without prior notice and without limiting any and all other rights we may have, at law or in equity, to (a) modify, refuse or remove the posting; (b) revoke Your right to use the Website; and/or (c) use any technological, legal, operational or other means available to enforce the provisions of these Terms, including, without limitation, blocking specific IP addresses or deactivating Your registration.

GSMA Virtual Events Partner Sessions

By attending an exhibitor, partner, sponsor or other third party (collectively "**Event Partners**") session via the Website, You are authorizing Your registration information to be shared with that particular Event Partner and agree to receive communications from such Event Partner, which are subject to that Event Partner's privacy practices, including their privacy statement or policy. Some Event Partners are located outside of the European Economic Area (EEA) or Switzerland. By authorising disclosure to them You consent to the transfer of Your personal data to such locations. If You wish to exercise any data protection rights with regards to how an Event Partner processes or uses Your personal data, You must do so directly with such Event Partner. A list of Event Partners can be obtained from GSMA on request,

Guest Speaker Sessions

Guest speaker sessions are central to the success of the GSMA Virtual Events. In order to provide You with a global platform for the exchange of ideas and insights, we invite key figures from the industry to share their personal perspectives concerning the challenges and opportunities facing our industry today. Guest speakers are not employees of GSMA and GSMA neither pre-reviews nor comments on the content of guest speaker sessions. Guest speaker views and opinions are entirely their own and in no way reflect the views and opinions of GSMA.

Attendee List and Messaging

As an attendee, You are automatically opted-in to the Attendee list and messaging features in the Platform. These features are designed to help You find and connect with Your peers before, during and after the GSMA Virtual Events. Other attendees can view the profile information You supply, but will not have access to Your personal email address, or any other contact information about You, unless You choose to explicitly provide it to them in Your online posts, messages, meeting invitations, or another vehicle of Your choice. Your usage of these features is bound by our GSMA Virtual Events Code of Conduct, the Host Terms and these Terms.

Presentation Materials

You may receive access to GSMA and third-party licensed content (collectively, the “**Presentation Materials**”). GSMA is not liable for the information in the Presentation Materials. You may use these Presentation Materials as well as session audio/video recordings where available solely for Your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly forbidden. Excerpting or quoting is permitted with the prior written approval from GSMA.

Code of Conduct

The Code of Conduct outlines our expectations for You and all attendees who attend or access the GSMA Virtual Events and for those who utilize the Platform to post Content or interact with other GSMA Virtual Events attendees. GSMA will enforce this Code of Conduct and expects cooperation from all GSMA Virtual Events attendees to help promote a safe environment and a productive GSMA Virtual Events experience for everyone.

When messaging or communicating via the Website and/or Platform please:

- Maintain a respectful, considerate, and courteous attitude towards everyone you engage with;
- Adhere to the GSMA Antitrust Policy when engaging in any peer activity at the GSMA Virtual Events;
- Make your messages and invitations useful, informative and relevant to the GSMA Virtual Events;
- Do not demean, discriminate, abuse, harass, or threaten those who you engage with online at the GSMA Virtual Events;
- Do not spam GSMA Virtual Events participants;
- Do not post content that is obscene or otherwise objectionable;
- Do not use the GSMA Virtual Events for commercial or advertising purposes; and
- Do not post copyrighted content without permission from the owner.

When accessing and using the Website and its related subdomains you are prohibited from:

- Violating any applicable laws, statutes, ordinances or regulations;
- Using the Service (or any part of it) for any illegal purpose and you agree to use it in accordance with all relevant laws;
- Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any illegal acts;
- Uploading or transmitting through the Service any computer viruses, macro viruses, Trojan horses, worms or any other harmful activity;
- Overriding any security feature of the Website or jeopardizing the security of Your account or someone else's account (such as allowing someone else to log in to the Website or use the Service as You);
- Interfering with the operation of, or placing an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);
- Using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it or the Service;
- Engaging in 'framing', 'mirroring', or otherwise simulating the appearance or function of the Website;
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Website or from the GSMA Virtual Events;
- Modifying, creating derivative works or copying or storing any significant portion of the Website or GSMA Virtual Events or any related technology (unless allowed by law or expressly authorised by GSMA);
- Using filming equipment or other devices to record the GSMA Virtual Events;
- Using the Website (or any part of it) in a manner which may result in: (i) the Website and/or the GSMA Virtual Events being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful, libellous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another's privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website or the GSMA Virtual Events; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, intellectual property rights, confidentiality and/ or privacy);
- Attempting to grant any unauthorised access to any part or component of the Website;
- Copying or distributing any part of the Website in any medium without our prior written consent;
- Altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or
- Reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law.

GSMA reserves the right to terminate or restrict your use of our Service, the Website or Platform if you violate these Terms or are engaged in illegal or fraudulent use.

Anti-Harassment Policy

The GSMA is dedicated to providing a positive, harassment-free event experience for all participants and staff, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, race, age or religion. The GSMA does not tolerate harassment of event participants or

staff in any form. The use of harassing language and imagery (including that of a sexualised nature) is not appropriate at any GSMA event or related social activity sponsored or organised by the GSMA. Any event participant found to be violating this policy may be sanctioned or expelled without a refund at the GSMA's sole discretion.

Intellectual Property Rights

All intellectual property rights in and to the GSMA Virtual Events, the Content, the Services and all materials distributed at or in connection with the GSMA Virtual Events are owned by us, our related companies, and/or the Event Partners or speakers participating in the GSMA Virtual Events. You agree not to reproduce, modify, distribute, license, perform, publish, create derivative works from or use (except as authorised and in accordance with these Terms) the GSMA Virtual Events or the Services for any reason.

Nothing in these Terms shall vest in you any legal or beneficial right in or to any intellectual property rights owned or used under licence by GSMA or our related companies, or grant to you any right or licence to any other intellectual property rights of GSMA or our related companies. All such intellectual property rights shall remain the exclusive property of GSMA and our related companies. It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the GSMA Virtual Events or its affiliates without the express prior permission and cooperation of GSMA. We reserve their right to take such action (legal or otherwise), including a claim for damages as we, in our sole discretion, deem appropriate in the circumstances.

Privacy and Data Protection (GSMA Virtual Events)

In general, GSMA collects and uses information about You in connection with the provision of the Services and for account administration. If you complete any Registration Activities for the Event, GSMA will collect certain information about You and use it to provide You with information and services associated with the Event. We process this information to fulfil the offer You have made to receive Services. The data we process as part of the event administration includes:

- Name
- Company
- Job title
- Email
- Department
- Areas of Interest (3 per user)
- Industry

Your data is used for the administration and management of the Event (which may occur through the use of external providers), including the following:

- Validation of Your being entitled to participate in the Event;
- Communication with You regarding the Event; and
- Sharing Your data with selected Event Partners.

All third parties, including those listed below, are required to respect the security of Your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use Your personal data for their own purposes and only permit them to process Your personal data for specified purposes and in accordance with our instructions. Our suppliers will receive selected information to assist with the delivery of the GSMA Virtual Events and shall only retain this information for the GSMA Virtual Events duration. Those suppliers include:

Intros.at Ltd – Event Platform

Jemex Ideas – Registration System

Intros.at Ltd – Live Streaming & Interactive content

Further details about GSMA's policies and practices around the processing of personal data is available in our Privacy Policy located [here](#), and at and in the Cookie Policy located [here](#). You should periodically review our policies to learn how GSMA is protecting Your information.

You may contact us at any time with Your views about our privacy practices, or with any enquiry relating to Your personal information, or to exercise Your data subject rights by writing to dataprivacy@gsma.com.

Please kindly note that the Website and/or Platform and all relatable platforms (Sponsor showcase/ expo/ socials) will be recorded and photographed. By agreeing to these Terms You give consent for video recordings, audio and photos of You to be used during and post GSMA Virtual Events. This includes the release, publication, exhibition, or reproduction of such assets for promotional purposes, social media posts, website resource, PR, podcasts, On Demand, Webinars, GSMA and Event Partner communications or any other purpose.

Accuracy of Content

GSMA has taken every care in the preparation of content of this website, in particular to ensure that prices quoted are correct at time of publishing and all the Services have been fairly described. However, orders/registrations will only be accepted if there are no material errors in the description of the goods and/or services or their prices as advertised on <https://www.mobile360series.com/>. All prices are displayed exclusive of any applicable taxes.

No Warranty

THE GOODS AND SERVICES ORDERED THROUGH GSMA WEBSITES ARE PROVIDED TO YOU "AS IS". GSMA GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GSMA EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF YOUR ATTENDANCE AT THE EVENT REMAINS WITH YOU. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE GSMA'S LIABILITY FOR THE FOLLOWING: (I) DEATH OR PERSONAL INJURY RESULTING FROM ITS, ITS EMPLOYEES' OR ITS SUB-CONTRACTORS' NEGLIGENCE; OR (II) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW. WE EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR USAGE OF, IMPLEMENTATION OF, IMPACT FROM, OR COMMUNICATIONS OF THE IDEAS OR DISCUSSIONS PRESENTED BY ANY ATTENDEE, SPEAKER OR OTHER PARTICIPANT AT THE GSMA VIRTUAL EVENTS.

Limitation of Liability

If GSMA, its parent, its affiliates or any of their officers, directors, employees, agents, third-party content providers, licensors or the like, are liable to You for any reason, such liability will not exceed \$100 (One Hundred US Dollars). This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or any other liability that cannot be excluded by law. You agree that any action must be commenced within one (1) year after the claim or cause of action arises.

Indemnification

You agree to defend, indemnify, and hold GSMA, its parent, affiliates, the Host, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of the Terms by You or any other liabilities incurred by us arising out of Your attendance or participation or access to the GSMA Virtual Events, Website and/or Platform.

Force Majeure

It is possible that the Website, Platform and/or some of the Services may not be available at any given time for any reason. We will take reasonable efforts to provide you with notice of interruption to the Service or GSMA Virtual Events where known. However, where the GSMA Virtual Events or Services are unavailable for any reason beyond the reasonable control of GSMA or Host, we shall have no liability to You. We are not liable if the GSMA Virtual Events is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control, including but not limited to (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) disease, epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; and (k) interruption or failure of utility service, (l) electronic or communications failure (m) or anything else that renders performance of the GSMA Virtual Events, in whole or in part, impracticable, illegal or impossible.

Modifications to the Terms

The Terms are subject to change without notice, and may be revised or updated from time to time in GSMA's sole discretion. All amended terms shall automatically be effective immediately when posted on this Website, and apply to all access to the GSMA Virtual Events and use of any websites, apps, or services in relation to the GSMA Virtual Events thereafter. You agree that You are responsible for periodically returning to this Website and reviewing these Terms to understand the current Terms and Conditions applicable to this GSMA Virtual Events. GSMA does not and will not assume any obligation to notify You of changes to the Terms. Your continued use of any websites, apps, or services, or attendance at the GSMA Virtual Events, means that You accept and agree to the changes. Except as outlined herein, the Terms may not be otherwise amended except in a writing signed by You and us. The following Sections survive any termination of the Terms: Eligibility, Intellectual Property Rights, Privacy and Data Protection, No Warranty, Limitation of Liability, and Indemnity.

Entire Terms

These Terms constitute the entire agreement between GSMA and You with respect to the GSMA Virtual Events, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and GSMA with respect to the GSMA Virtual Events. However, there may be legal notices on other areas of this Website that relate to the ordering of goods and services, all of which will, together with these Terms govern your ordering of Services. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of the Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of the Terms shall continue in full force and effect.

Electronic Communications and Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement You transmit through this Website or an App associated with the GSMA Virtual Events, including but not limited to any consent You give to receive communications from GSMA solely through electronic transmission. You agree that when in the future You click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with Your mouse, keystroke, or other computer device, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.

General

You understand that pursuant to safety and other regulations which GSMA must comply with, presentations, seminars or sub-events (collectively, “Sub-Events”) within the GSMA Virtual Events may be subject to maximum capacity limitations. You agree that entry to Sub Events shall be permitted on a “first come first served” basis and that once the space allocated for a Sub Event is full to capacity, you will not be permitted entry. GSMA’s failure to exercise or enforce any right or provision of the Terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GSMA in writing. The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance. GSMA reserves the right at any time to make changes or corrections and to alter, suspend or discontinue any aspect of any of the Services for which You have registered. If GSMA exercises its right to withdraw, GSMA may at our option offer You broadly equivalent replacement Services which shall constitute a final settlement of any dispute between You and GSMA and shall discharge any and all liability of GSMA to You. Notices to You may be made via either e-mail or regular mail. Information sent to You pertaining to the Services may also provide notices of changes to the Terms or other matters, by displaying such notices or by providing links to such notices.

GSMA reserves the right, in its sole discretion, to limit or deny access to the GSMA Virtual Events Website and/or Platform to any entity or individual.

These Terms may be translated into one or more languages other than English. In the event of any deviation or conflict between the English version and any version translated into another language, the English version shall prevail and be binding on You.

Governing Law

These Terms and all matters arising out of or relating to these Terms, whether in contract, tort, by statute or otherwise, are governed by, and construed in accordance with, the laws of the State of Georgia, United States without giving effect to the conflict of law provisions. The parties agree to submit to the exclusive jurisdiction of the courts in Atlanta, Georgia, United States or the US District Court in Atlanta, Georgia.