



CONFIDENTIAL DRAFT – FOR GSMA INTERNAL USE ONLY

GSMA HIGH RISK NUMBERS SERVICE TERMS OF USE

Effective date: **INSERT DATE**

These terms of use govern your agreement with GSMA for use of the GSMA High Risk Numbers Service. Please read these terms of use carefully before you register or use GSMA High Risk Numbers Service. These terms of use tell you how the GSMA High Risk Numbers Service works, how our agreement may be updated or terminated, and other important information.

By registering, using or accessing the GSMA High Risk Numbers Service, you agree to these terms of use, as updated from time to time in accordance with clause 16. If you think that there is a mistake in these terms, please contact GSMA at **[insert email address for this service]**.

Internal notes for Adrian:

- **These terms are currently drafted for online click-to-accept (with appropriate record-keeping by GSMA) with a registration form – if a different signing process will be used, these need to be updated accordingly. Note: it is unfortunately not enough just to have T&Cs at the bottom of a webpage: users need to actively agree to the contract terms (and we need to record it).**
- **This version contains payment terms: we will drop those out for the free version.**
- **Yellow highlighted points are for you to complete. Blue highlights are for legal.**

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 a fraud deterrent and security risk database service to support the mobile network operators, mobile virtual network operators, their international roaming partners and other providers of communication services, when it comes to the roaming and interconnect fraud prevention.
- (C) The GSMA has therefore established the GSMA Fraud Intelligence Services to provide a central global database and exchange platform to assist MNOs and MVNOs in analysing fraud related incidents efficiently and with more accuracy by providing all relevant information in one place. As part of these services, GSMA offers the GSMA High Risk Numbers Service, which provides access to a High Risk Numbers information, being a subset of the GSMA Fraud Intelligence information.
- (D) This Agreement sets out the terms and conditions on which GSMA will provide access to, and you may use, the GSMA High Risk Numbers Service to receive **and submit** HRN Data.

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 High Risk Numbers Service Terms of Use.

Confidential Information means any information that by its nature is deemed confidential in connection with this Agreement, including any information disclosed by GSMA to you; (i) on the express basis that such information is confidential; or (ii) which might reasonably be expected by either party to be confidential in nature.

Contributor means a person who has contributed HRN Data.

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, and the GDPR.

Eligible User means (i) an MNO; or (ii) an MVNO managing its own roaming agreements. **[and (iii) any other entity approved by GSMA in its sole discretion].**

Fees means the annual fees payable for use of the Service in accordance with clause **Error! Reference source not found.**

HRN Data means **[insert detailed description of what the High Risk Number data is].**

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 via the Platform, including the High Risk Numbers Service.

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

High Risk Numbers Service means the GSMA service to receive **[and submit]** HRN Data on the Platform, as further described in Schedule 1, being a subset of the GSMA Fraud Intelligence Services.

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.

IR.21 means **[please insert full title and permalink].**

MNO means a mobile network operator, being any person that provides publicly available mobile telecommunications services (and is licensed to do so by the appropriate governmental or regulatory authorities) on a wholesale or retail basis through the use of (i) a technology within the GSM family of technology standards, as in effect from time to time, including without limitation GSM, GPRS, EDGE, HSCSD, 3GSM/UMTS, HSPA, UMTS-TDD, W-CDMA, FOMA, LTE and 5G; (ii) a technology within the CDMA family of standards, as in effect from time to time, including without limitation 1xRTT, EV-DO and EV-DV; (iii) TD-SCDMA technology; or (iv) any technology classified as an IMT-2000 technology by the ITU.

MVNO means a mobile virtual network operator, being any person providing mobile telecommunications services like those of an MNO but not itself owning all infrastructure necessary to provide the telecommunications services.

Personal Data has the meanings given in the GDPR and the other Data Protection Laws, and includes "Personal Information" and "Personally Identifiable Information" as those terms are defined in the applicable Data Protection Laws. For the avoidance of doubt, device unique identifiers, IP addresses, telephone numbers, including Mobile Station International Subscriber Directory Numbers (MSISDN) and



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. [please confirm whether any other unique identifiers/contact information is being processed via the service]

Platform means [T-ISAC?], being the platform for accessing and using the GSMA High Risk Numbers Service located at [insert URL].

Policies means [insert any relevant policies], and any other relevant GSMA policy and permanent reference documents, relating to GSMA Fraud Intelligence Services, each as updated from time to time by GSMA and notified to you by GSMA from time to time by [how will we do this]?

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 [Insert permitted reasons to use the data downloaded via the platform.]

Standard Contractual Clauses means the Standard Contractual Clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) as set out in the Annex to 2004/915/EC: Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries (incorporated by reference into this Agreement).

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

Submission means information submitted to the GSMA Fraud Intelligence Service (whether via the GSMA High Risk Numbers Service or otherwise). Any E164, E212 and IP address range previously provided to GSMA in your IR21 document (irrespective whether it is marked public or private in the RAEX database) will be treated as a Submission for the purposes of all GSMA Fraud Intelligence Services.

Term means the term of this Agreement, as set out in clause 12.

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 High Risk Numbers Service, as further set out in clause 2 (Registration Requirements and Process).

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 any party include that party's successors and permitted assigns;
- (d) 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;
- (e) the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (f) references to any document (however described) are references to that document as modified,



novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. REGISTRATION AND EXISTING FRAUD INTELLIGENCE CONTRIBUTORS

- 2.1 Use of the GSMA High Risk Numbers Service is subject to your prior completion of all required applications forms and provision of any related information reasonably requested by GSMA in relation to the GSMA High Risk Numbers Service. In order to register for and to use the GSMA High Risk Numbers Service, you must be an Eligible User.
- 2.2 You acknowledge that registering for the GSMA High Risk Numbers Service does not grant access to the wider GSMA Fraud Intelligence Services.
- 2.3 By registering to access the GSMA High Risk Numbers Service, you agree that, if you are an existing contributor of fraud intelligence information to the [GSMA IR.21 programme], any E164, E212 and IP address ranges [previously] provided to GSMA in your IR.21 document (whether marked public or private in the RAEX database) will be deemed as a Submission, and may be provided by GSMA to Users of the GSMA Fraud Intelligence Services. Please contact GSMA at [email address] if you have any questions about this.

3. ACCESSING THE HIGH RISK NUMBERS SERVICE

- 3.1 Subject to the terms set out in this Agreement, you may access the Platform during the Term to:
 - (a) access and receive HRN Data from the Platform, subject to the requirements in clause 2.1(c); and
 - (b) make Submissions of HRN Data to the GSMA Fraud Intelligence Service, subject to the terms and requirements in clause 5.
- 3.2 You will NOT:
 - (a) provide access to the Platform or the HRN Data to any other person or entity;
 - (b) act as an agent for, or otherwise on behalf of, any other person or entity in making Submissions to the GSMA High Risk Numbers Service; or
 - (c) resell access to the GSMA High Risk Numbers Service, the HRN Data, the Platform, or the right to make Submissions.

4. USING HIGH RISK NUMBERS DATA

- 4.1 You may access the HRN 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).
- 4.2 You may use the HRN Data solely for the Purpose. You must keep confidential the HRN Data, and you may not provide the HRN Data to any other person, individual, organisations or groups, either directly or via third parties. Please contact GSMA with any queries on how HRN Data may be disclosed.
- 4.3 HRN Data can change at any time based on Contributor input. GSMA takes no responsibility for any variance or the effects of any variance between HRN Data supplied through the Platform and your or Contributors' historical records.
- 4.4 Following termination or expiry of this Agreement, subject to the confidentiality requirements set out in this Agreement, you may retain HRN Data received under this Agreement solely to the extent and for the duration required by law.
- 4.5 You must promptly notify GSMA of any third party claim or complaint that You become aware of in relation to any of the HRN Data.



- 4.6 You may authorise your Subcontractors to access and use the Fraud Intelligence Services 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.

5. SUBMITTING HIGH RISK NUMBERS DATA

- 5.1 You will be provided with access to make Submissions of HRN Data via the Platform in accordance with the Policies. For each Submission, you must:
- (a) [insert key submissions requirements, and also reference any relevant Policy documents];
 - (b) [...];
 - (c) [...];
 - (d) use best efforts to ensure that each Submission is accurate, timely, current, and complete;
 - (e) respond in a timely fashion to inquiries from other Contributors and users of the GSMA Fraud Intelligence Service, regarding your Submissions;
 - (f) promptly remove/update Submissions as required to correct any inaccurate Submissions;
 - (g) make Submissions utilizing the format set out in [document] and in accordance with GSMA's reasonable directions from time to time; and
 - (h) comply with the Policies.
- 5.2 Acknowledging that users of the GSMA Fraud Intelligence Service may receive and use updated HRN Data information hourly (or more frequently), you must make Submissions and relevant updates as timely as reasonably possible. Without limiting the foregoing, except where GSMA provides prior written approval, you will not make any new Submission based upon activity (any act, omission or discovery) which takes place (i) prior to the Access Date; or (ii) more than 30 days prior to the date of the Submission.
- 5.3 You will keep such records and logs as reasonably required to evidence the basis of your Submissions, (including the timing, reason, and location) and will retain such records and logs for a period ending on the later of (i) the date not less than seven years from the date of the relevant Submission; and (ii) two years following termination or expiry of this Agreement. You will provide such information reasonably requested by GSMA, including all records, documentation and resources relating to this Agreement at all reasonable times required by GSMA.
- 5.4 You will promptly notify GSMA of any third party claim or complaint that You become aware of in relation to any of your Submissions.

6. USE OF CREDENTIALS AND PASSWORDS

- 6.1 If your application is approved by GSMA (where required), you will be issued with unique user ID(s) and password(s) ("**User Credentials**"). you must ensure that the User Credentials are not shared outside of your organization 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.
- 6.2 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.

- 6.3 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.
- 6.4 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>.

7. INTELLECTUAL PROPERTY

- 7.1 You are granted a non-exclusive, non-transferable, non-sublicensable (except to Permitted Affiliates), revocable, royalty-free licence to use, reproduce and modify on an internal basis, the HRN Data you receive via the High Risk Numbers Service, solely for the Purpose. You will only use such information solely for the Purpose and consistent with the Policies.
- 7.2 You acknowledge that all rights, title and interest in the High Risk Numbers Service, the other GSMA Fraud Intelligence Services, HRN 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.
- 7.3 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 High Risk Numbers Service for the purposes of operating the GSMA Fraud Intelligence Service and related efforts for the Purpose.
- 7.4 Except as set out in clause 8.5, 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 High Risk Numbers Service, 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.

8. CONFIDENTIALITY

- 8.1 Each party will maintain as confidential at all times, and will not at any time, directly or indirectly (a) disclose or permit to be disclosed to any person, or (b) 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.
- 8.2 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.

HRN Data received by you via the High Risk Numbers Service is Confidential Information.



- 8.3 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.
- 8.4 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.
- 8.5 You acknowledge that your name, contact information, business description, and related information may be incorporated in the Platform and/or associated materials for the purposes of GSMA operating the GSMA Fraud Intelligence Service, and accordingly will be published to Users for the purposes of informing Users of the nature of the information in the Submissions. **[@Adrian – is that correct?]**
- 8.6 You acknowledge that your Submissions and Platform usage information may be provided by GSMA to law enforcement agencies upon written request, where approved by GSMA. You agree to use reasonable efforts to provide law enforcement agencies with information as reasonably requested by any such agencies in relation to your Submissions and use of the HRN Data.
- 8.7 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.
- 9. DATA PROTECTION [THIS SECTION IS PENDING LEGAL AND PRIVACY TEAM REVIEW & CONFIRMATION]**
- 9.1 The parties agree that Submissions and other HRN Data containing or relating to unique identifiers (such as IP addresses, telephone numbers/MSISDN) will be treated as Personal Data for the purposes of relevant Data Protection Laws.
- 9.2 For the purposes of applicable Data Protection Laws, each party:
- (a) is an independent Controller of Personal Data;
 - (b) Processes the Personal Data in furtherance of its legitimate interest in mitigating telecommunications fraud [/pursuing the Purpose];
 - (c) will individually determine the purposes and means of its processing of Personal Data, subject to the requirements set out in this Agreement;
 - (d) will comply with the obligations under applicable Data Protection Laws regarding the processing of Personal Data, 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;
 - (e) will promptly notify the other party in writing of any relevant data breach 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 HRN Data, by promptly responding to queries as required to assist them in meeting their obligations under any relevant Data Protection Laws.



- 9.3 You must appoint a single point of contact (“**Key Contact**”) **via the Platform**, and/or as updated from time to time by email to **[insert email address]**. The Key Contact will be published to Users of the GSMA Fraud Intelligence Services and will be responsible for responding to any queries by Users and GSMA in relation to your Submissions and use of HRN Data, including subject access requests or similar queries under applicable Data Protection Laws. GSMA’s Key Contact for these requests is: **[insert]**.
- 9.4 Either party may transfer Personal Data from inside the European Economic Area, United Kingdom, and Switzerland to outside those countries if it complies with the applicable provisions on the transfer of Personal Data to third countries in EU Data Protection Laws. The parties agree that the Standard Contractual Clauses will apply with regards to any transfer of Personal Data by the parties from (i) the European Economic Area, United Kingdom, or Switzerland; to (ii) any other jurisdiction. For the purposes of the Standard Contractual Clauses: (1) “data importer” means the party receiving the Personal Data (being GSMA in respect of your Submissions, and you in respect of other HRN Data you receive in relation to this Agreement); (2) “data exporter” means the party disclosing the Personal Data (being you in respect of your Submissions, and GSMA in respect of other HRN Data); (3) for Section II(h), the data importer selects option (iii); and (4) for Section VIII and Annex B, the details of the transfers shall be as specified in the remainder of this Agreement. Notwithstanding anything in this Agreement to the contrary, for the purposes of clauses 9.1 and 11 of the Standard Contractual Clauses, governing law will be the laws of England and Wales, being the place of GSMA’s principal establishment in Europe. To the extent of any conflict between the Standard Contractual Clauses and the remainder of this Agreement, the Standard Contractual Clauses will prevail.

10. YOUR OBLIGATIONS

- 10.1 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.
- 10.2 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 High Risk Numbers Service, GSMA Fraud Intelligence Service, the Platform, the HRN Data or related services or otherwise incur any liability on behalf of the GSMA.
- 10.3 You will ensure that your employees, agents, and contractors, and any other person to whom You share HRN 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.
- 10.4 You will:
- (a) comply with the Policies and GSMA’s reasonable directions in respect of the High Risk Numbers Service;
 - (b) cooperate with GSMA, Users and other Contributors involved in the High Risk Numbers Service 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.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 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 HRN Data or the High Risk Numbers Service (whether directly or indirectly) to any individual or organization 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.

11.2 A breach of this clause 11 will be deemed a material breach which is irredeemable for the purposes of clause 12.4.

12. TERM AND TERMINATION

12.1 This Agreement shall be effective from the date that you indicate your acceptance to this Agreement, until terminated or lapsed in accordance with the terms set out in this Agreement (“**Term**”).

12.2 You may terminate this Agreement at any time by 30 days’ written notice to GSMA.

12.3 GSMA may terminate this at any time Agreement by 90 days’ written notice to you.

12.4 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.

12.5 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.

12.6 GSMA reserves the right at its sole discretion to deny access to the service or suspend access (offering a pro-rata refund) 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 HRN 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) communicate the actual or alleged breach or infringement to Users of the Platform, particularly Users of your Submissions; or
- (c) withdraw or suspend all or some of your Submissions from the Platform;

with no liability to GSMA. GSMA reserves the right at its sole discretion to deny access to the Fraud Intelligence Service or suspend access (offering a pro-rata refund) to the Fraud Intelligence 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 you have used the Fraud Intelligence Service to support fraudulent activity.

12.7 Upon termination or expiry of this Agreement for any reason whatsoever:

- (a) **[what will happen to Submissions made/IR.21 data already in the Platform?]**
- (b) 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
- (c) the provisions of clauses **[XXX]** of this Agreement, together with such other provisions reasonably required to give effect to those clauses or which by their nature are intended to survive termination, will remain in full force and effect following termination or expiry.

13. DISCLAIMERS AND BASIS OF SERVICE PROVISION

[THIS SECTION IS PENDING LEGAL TEAM REVIEW & CONFIRMATION]

GSMA and Users provide and use the High Risk Numbers Service and other GSMA Fraud Intelligence Services and HRN Data in good faith for the benefit of the wider telecommunications ecosystem. Accordingly:

- 13.1 You accept that GSMA, by providing you with access to the High Risk Numbers Service, is providing an exchange platform for information provided by numerous 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 HRN Data. You acknowledge and agree that GSMA Group and its Contributors and licensors have no responsibility for the accuracy, currency or completeness of HRN Data obtained via the Platform or otherwise.
- 13.2 The High Risk Numbers Service, the Platform, HRN 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 will not be liable for any failure or delay to implement HRN Data.
- 13.3 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 HRN 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.
- 13.4 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.

14. LIABILITY

[THIS SECTION IS PENDING LEGAL TEAM CONFIRMATION AND SIGNOFF]

[@ADRIAN – CAN USERS SEE WHO HAS CONTRIBUTED THE FRAUD DATA?]

- 14.1 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.
- 14.2 Subject to clause 14.1, no person (whether you, GSMA, any other User, or otherwise) will be liable in relation to the Fraud Intelligence Service for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss or damage.
- 14.3 Each party's total aggregate liability to each other under or in relation to this Agreement will not exceed (in aggregate):
 - (a) USD \$1 million (one million US dollars) in respect of (i) third party claims arising out of or in relation



to negligence or breach of contract by GSMA or you (as applicable); and (ii) any Losses under clause 14.4; and

(b) USD \$1,000 (one thousand US dollars), in respect of any other loss, damage or claim.

14.4 Subject to clause 14.3(a), you hereby indemnify GSMA Group against all Losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (on an indemnity basis) and all other professional costs and expenses) suffered or incurred by GSMA (as and when they are incurred), arising out of or in connection with:

(a) any third party claim arising out of or in connection with your Submission(s), to the extent that such claim arises out of the actual or alleged breach, negligent performance or failure or delay in performance of this Agreement by you, your employees, agents or subcontractors;

(b) any third party claim against GSMA or Contributors based on your use of (or failure to use) the HRN Data.

GSMA will use commercially reasonable endeavours to mitigate any relevant Loss, and to cooperate with you to mitigate and defend any relevant claim under this clause.

14.5 For the avoidance of doubt, the indemnity pursuant to clause 14.4 will not apply to the extent that the relevant Losses are caused by (a) GSMA independently electing to change or remove your Submissions, or any other modification to your Submissions by anyone other than you; or (b) a failure by GSMA to make available your Submissions, the Platform and HRN Data.

14.6 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 acknowledges that this clause 14 represents a reasonable allocation of risk and that, in the absence of these provisions, the terms of this Agreement would be substantially different.

14.7 This clause **Error! Reference source not found.** shall not apply to limit fees payable pursuant to clauses **Error! Reference source not found.** and **Error! Reference source not found.**

15. NOTICES

15.1 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 imeihelpdesk@gsma.com and legalnotices@gsma.com.

(b) If to you: To the email address in your account details, as updated by you from time to time via imeihelpdesk@gsma.com or via your account settings at [\[insert URL\]](#).

15.2 Any notice required to be given pursuant to this Agreement will be deemed to be properly given immediately upon delivery.

16. MODIFICATIONS AND PREVIOUS VERSIONS OF THIS AGREEMENT

16.1 This Agreement supersedes any earlier agreements between GSMA and you regarding your use of the High Risk Numbers Service, HRN Data or Submissions to GSMA (including under any other previous service or programme names, such as [\[@Adrian to insert programme names etc.\]](#)). For the avoidance of doubt,

16.2 GSMA may amend this Agreement by not less than ninety (90) days' written notice. Your continued use of the GSMA Fraud Intelligence Service and/or 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, in which case you will receive a pro rata refund in accordance with clause **Error! Reference source not found.**



17. GENERAL

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 Subject to clause 16, this Agreement may not be varied, modified, altered, or amended except by agreement in writing by the parties' duly authorised representatives.
- 17.9 Save for the provisions of clauses 13 and 14, which may be enforced by and between Users, 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.
- 17.10 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.
- 17.11 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 SERVICE DESCRIPTION

[Please insert description of service and helpdesk, including how services is accessed, including product rules e.g. download/upload frequency limits etc..]

(A different description will apply for the free vs. paid service, as the services differ)]