

# HID GLOBAL MOBIBADGE LICENSE AND USER AGREEMENT

## 1 - BASIC INFORMATION

HID Global MobiBadge License and User Agreement ("Agreement") and the Privacy Policy are legal agreements between You and HID Global Corporation, setting out the rights, obligations, liabilities and other matters relating to the HID Global Services provided to and used by You under this Agreement.

## 2 - DEFINITIONS

The terms used in this Agreement shall be defined as follows:

"*Agreement*" means this HID Global Mobibadge License and User Agreement.

"*Device*" means Your smart phone or portable device with network communication, to which the Licensed Materials are downloaded or issued and which is used for the Services.

"*Authority*" means the Issuing Authority which has bought the Service from HID Global or an authorized partner, thereby enabling You to use the HID Global Mobibadge App and the Mobile Ticket(s)/Pass(es)/Voucher(s).

"*License*" means the license set out in Section 3 to use the Licensed Materials and Services.

"*Licensed Material*" means (i) the HID Global Mobibadge App and (ii) any Mobile Ticket/Pass/Voucher provided by Us for use of the Services.

"*Mobile Tickets/Passes/Vouchers*" means digital Tickets/Badges/Vouchers licensed to You under this Agreement to allow you to use the Services. Mobile Tickets/Passes/vouchers can only be issued to or deleted from Your Device when the Device has network connectivity (for example 3G, 4G, WiFi). If Your Device is in "flight mode" or without connectivity You will only be able to use valid Ticket/Badge/Voucher already installed on the Device. Tickets(s)/Pass(es)/Voucher(s) licensed by You are specific for each Device and if Your Device is lost, stolen, transferred or exchanged, or if You delete the Mobile Ticket(s)/Pass(es)/Vouchers and/or the HID Global Mobibadge App, You will have to license the Licensed Materials and Services again for use on Your new Device.

"*HID Global Mobibadge App*" means the smart phone application developed by Us, which You need to install in order to use the Services.

"*Password*" or "*PIN*" means the password or PIN code that You may use to protect access to the Services on Your Device.

"*Privacy Policy*" means the privacy policy for MobiBadge provided by HID Global, which forms part of this Agreement and describes the information We collect about You and how such is treated and for what purposes We may share the data and how You can contact Us about Your data.

"Services" means the services provided under this Agreement to allow You to store, manage and use a Mobile Tickets/Passes/Vouchers on Your Device to prove your identity, privileges, or give you access to extended services.

"You" means You, the customer or individual, who enters into this Agreement with Us upon accessing and using the Services that We provide under this Agreement.

"We", "Us" or "Our" means HID Global Corporation.

### **3 - GRANT OF LICENSE**

**3.1. Scope of license** - The Licensed Materials and Services are licensed, not sold or transferred, to You for use only under the terms of the license set out in this section (the "License"). We reserve all rights not expressly granted to You under this License. This license is granted by Us to You for the Licensed Materials and Services and is limited to a non-exclusive, non-transferable, revocable license to use the Licensed Materials and Services for use on a Device that You own or control and as permitted by this Agreement, for as long as the Enterprise subscribes to the Services.

**3.2. Updates** - The Licensed Materials or Services may be periodically updated in Our sole discretion. The terms of this Agreement will govern any updates and/or upgrades provided by Us that replace and/or supplement the original Licensed Materials or Services (and such updates and/or upgrades will consequently be part of the Licensed Materials), unless such update and/or upgrade is accompanied by a separate license in which case the terms of that license will govern.

### **4 - YOUR OBLIGATION TO MANAGE PASSWORD OR PIN**

**4.1. Security and Use** - You are responsible for managing your Password and/or PIN, including selecting a secure Password or PIN and taking all necessary precautions to keep the Password or PIN secret and secure. You will not do any of the following (i) register false information in applying for or amending Your access to the Service (ii) allow a third party to use Your ID or a right to access the Licensed Materials or Services, or (iii) replicate or copy a Mobile Ticket/Pass/Voucher.

**4.2. Reporting Unauthorized Access** - If You find that Your Password or PIN is hacked or is used by a third party, You shall immediately notify the Authority thereof, and follow given instructions to address the unauthorized access. We shall not be liable for any problems or claims that may result from Your failure to notify HID Global Corporation of such a fact, or to follow given instructions.

### **5 - YOUR UNDERTAKINGS**

**5.1. Lawful Use** - You agree to use the Licensed Materials exclusively with the Services and in order to gain access to additional services to which You are lawfully permitted access. You shall not use the Licensed Materials or Services for any unlawful, illegal or improper purposes or in order to obtain unauthorized access to services of any kind. You shall not let any other person use your Device, the Licensed Materials or Services for unlawful, illegal or improper use. Such unlawful, illegal or improper use or access to services is a breach of this Agreement and may be subject to criminal prosecution and/or damages.

**5.2. Use Limitations** - The License provided in this Agreement is limited to what is expressly set out herein and explicitly restricts certain actions. You agree not to:

- i. **use the Licensed Materials or Services on any Device that You do not own or control, and You may not distribute or make the Licensed Materials or Services available over a network where they could be used by multiple devices at the same time;**
- ii. **rent, lease, lend, sell, redistribute or sublicense the Licensed Material or Services or a Device on which the Licensed Materials are installed;**
- iii. **copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Materials or Services, any updates, or any part thereof;**
- iv. **download any software to the Device which may impact the functionality and security of such Device, the Licensed Materials or Services (including "rooting" or "jailbreaking" the Device);**
- v. **let anyone tamper with the Device in a way that may impact the functionality and security of such Device; or**
- vi. **engage in any act that interferes with Our business or violates the License or infringes Our intellectual property rights.**

Any attempt to do any of the above by You or someone to whom You have given access to Your Device, is a violation by You of Our rights, and, if relevant, Our licensors, and is a breach of this Agreement.

**5.3. Your Undertakings** – You are responsible for and agree to do the following:

- i. **Protect Your Device against unauthorized access;**
- ii. **Download updates and/or upgrades of the Licensed Materials to Your Device.**
- iii. **Make sure that all settings, required network communication, entries, and changes necessary to operate the Licensed Materials or Services on Your Device are correct; and**
- iv. **Immediately delete, or request deletion, of Mobile Tickets/passes/vouchers from Your Device if the Device is lost, to be sold, transferred or assigned to someone else, or when You cease to use the Services.**

**5.4. Compliance with Laws and Agreement** – You shall comply with all applicable laws and the terms and conditions of this Agreement.

**5.5. Third Party User Terms** - The Licensed Materials or Services may require access to third party services such as mobile network connection, roaming etc. We are not liable for any additional terms and costs of service that may apply with respect thereto and we are not responsible for the proper functionality of any such third party services.

## **6 - PROVISION OF SERVICES**

**6.1. Service Offering** - The Services shall be provided in accordance with the service levels, if any, set out in the HID GLOBAL CORPORATION TERMS OF SERVICE between HID GLOBAL and the Authority making it possible for You to use the Services. The Services may be interrupted or suspended in accordance with the HID GLOBAL CORPORATION TERMS OF SERVICE with the Authority making it possible for You to use the Services.

**6.2. Notification of Changes** - If there is any material change in the content, method of use, or hours of use, of the Services, or if the Services are suspended or ceased, We will notify the Authority.

## **7 - TERMINATION OF AGREEMENT**

7.1. This Agreement is effective until terminated either by You, by Us or by the Authority making it possible for You to use the Services. You may terminate this Agreement at any time by deleting the HID GLOBAL Mobibadge App. We may terminate this Agreement at any time, for the reasons set out in Section 6, including if You fail to comply with any term(s) of this Agreement or as agreed with the Authority.

7.2. Upon termination of this Agreement:

- i. We shall delete Your personal data in accordance with what is set out in the Privacy Policy;
- ii. We may delete, directly or indirectly via a third party, the Licensed Materials, the Mobile Tickets(s) and any applications which are provided for the Service and stored in Your Device. You hereby consent to such deletion;
- iii. We will no longer accept requests for issuance of additional Mobile Ticket(s)/Passes/vouchers and cease such issuance or provide support; and
- iv. You shall immediately cease all use of the Licensed Materials or Services, and delete all copies, full or partial, of the Licensed Materials or Services provided to You.

## **8 - INTELLECTUAL PROPERTY RIGHTS**

8.1. The copyright, trademarks and other intellectual property rights to the Licensed Materials and Services shall belong to Us.

8.2. This Agreement does not transfer to You any ownership in the Licensed Materials or Services or copyright or intellectual property rights therein, but permits You to use the Licensed Materials and Services subject to the terms and conditions of this Agreement.

## **9 - NO WARRANTY/ AS-IS**

THE LICENSED MATERIALS AND SERVICES ARE PROVIDED TO YOU 'AS IS' AND WITH ALL RISKS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND THIRD PARTY LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH REGARD TO THE LICENSED MATERIALS OR SERVICES. WE DO NOT WARRANT THAT THE LICENSED MATERIALS OR SERVICES WILL MEET YOUR REQUIREMENTS, THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, SECURE OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS OR THE LIKE, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE WILL NOT BE LIABLE FOR LOSS OF YOUR PERSONAL DATA. YOU ARE RESPONSIBLE FOR BACKING UP YOUR PERSONAL DATA THAT YOU PROVIDE TO US FOR THE SERVICES. YOU AGREE TO ASSUME ALL RISK OF ANY AND ALL DAMAGES AND LOSS FROM USE OF, OR INABILITY TO USE, THE LICENSED MATERIALS OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

## **10 - LIMITATION OF LIABILITY**

**We shall in no event be liable for damages, losses, liabilities or claims, unless specified otherwise under relevant laws:**

- i. **arising out of any false or inaccurate information provided by You;**
- ii. **incurred by You or Your properties due to a reason attributable to You or Your failure to perform Your obligations under this Agreement;**
- iii. **resulting from a third party's illegal or unauthorized access to or use of the Device, Licensed Materials or Services; and**
- iv. **resulting from a third party's illegal interruption or suspension of transmission to or from a server or illegal or unauthorized access to or use of a server despite Our due diligence measures to prevent such access.**

10.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND THIRD PARTY LICENSORS OR SUPPLIERS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR SAVINGS (INCLUDING LOSS OF CONTRACT), LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR ANY OTHER PECUNARY OR COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED MATERIALS OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF FIFTY US DOLLARS (\$ 50.00). THE FOREGOING LIMITATION WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DECLARED INVALID OR INAPPLICABLE.

10.3. Any failure by Us to enforce this Agreement or any part hereof shall not mean a waiver of Our right to do so.

## **11 - EXPORT CONTROL**

You may not use or otherwise export or re-export the Licensed Materials or Services except as authorized by applicable law. By using the Licensed Materials or Services, You represent and warrant that You are not located or use the Services in any country to which export or re-export is prohibited under applicable law (such as a country subject to U.S. Government embargo) and that You are not listed on any U.S. Government, EU, UN or any other relevant government list of prohibited or restricted parties and will not export or resell the Licensed Materials to any such targeted person, or without any required export licenses and approvals. You also agree that You will not use the Licensed Materials or Services for any purposes prohibited by law and in no event will be used for the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

## **12 - NOTICES AND AMENDMENT OF TERMS AND CONDITIONS**

12.1. We may amend this Agreement at Our discretion. If We consider the changes to be material, You will be notified of such changes through the Service or Authority. By continuing to use the Licensed Materials or Services after such notification, You expressly acknowledge and accept the changes.

12.2. You must agree to the changes in the Agreement if you are to continue to receive the Services. If You do not agree to the changes in the Agreement and such non-agreement affects Our possibility to provide the Licensed Materials or Services, We may terminate the Agreement and Your license to receive the Services.

## **13 - GOVERNING LAW**

13.1 This Agreement shall be exclusively governed by the laws of the State of Texas, U.S.A., without regard to its choice of law provisions. The United Nations Convention for the International Sale of Goods 1980 (CISG) shall in no event apply to this Agreement.

13.2 Any action, suit or proceeding relating to this Agreement shall be exclusively brought in the appropriate federal or state courts located in Travis County, Texas; and each Party hereby consents to such jurisdiction.

## **14 - CONTACT DETAILS**

Any notice provided under this Agreement by Licensee must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of Legal Department, HID Global Corporation, 611 Center Ridge Drive, Austin, TX 78753, or such address as provided by HID via written notice.

Version 1.1 dated August 3rd 2018