

# IDEMIA MOBILE ID TERMS OF USE

## IDEMIA IDENTITY & SECURITY USA LLC

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**11. Additional Terms.** Notwithstanding anything to the contrary in these Terms, User acknowledges the following:

11.1 These Terms apply as between IDEMIA and User, and not with Apple Inc. ("Apple"). Apple is not responsible or liable to User for the Terms.

11.2 As between Licensee and Apple, the full extent of the rights, duties and obligations between the parties are those contained in Apple's applicable terms and conditions that exist between the parties.

11.3 IDEMIA, not Apple, is responsible for addressing any of User's claims or any third party claims relating to the App or User's possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

## **12. Miscellaneous.**

12.1 These Terms are governed by the laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions.

12.2 All disputes arising in connection with these Terms, which disputes have not been settled by mutual and amicable agreement, shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect as of the date first above written (the "AAA Rules"). Any such arbitration shall take place exclusively in the English language in the City of Boston, Massachusetts. The arbitration panel will consist of one arbitrator, appointed upon the mutual agreement of the parties, acting reasonably, or the AAA Rules if the parties are unable to mutually agree upon the arbitrator. Each party shall bear its own expenses and shall share equally in arbitrator's fees and related expenses, provided that once an arbitration judgment is entered, the prevailing party shall be entitled to recover reasonable attorneys' and/or expert fees and related costs as damages. An award granted by the arbitrators will be the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that unsuccessfully resists its enforcement.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be drawn up in English.

12.3 If any provision of these Terms is found to be invalid by an arbitrator or any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Failure of IDEMIA to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against IDEMIA unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

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12.5 These Terms will inure to the benefit of IDEMIA's successors and assigns. IDEMIA is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that User may use.

12.6 User may direct any questions, complaints or claims with respect to the App to us at [info@IDEMIA.com](mailto:info@IDEMIA.com).

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