



App Terms of Use

GET MOBILE ID APPLICATION TERMS OF USE

GLOBAL ENTERPRISE TECHNOLOGIES CORP.

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE DOWNLOADING OR USING THE GET MOBILE ID SOFTWARE APPLICATION(S) AND/OR THE GET MOBILE ADMINISTRATOR PLATFORM (THE “APP”). BY DOWNLOADING, INSTALLING OR USING THE APP, YOU AGREE THAT YOU ARE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN, AS THESE TERMS MAY BE MODIFIED FROM TIME TO TIME.

These Terms of Use (“Terms”) govern the access or use by you (“User”), an individual, from within the United States and its territories and possessions (the “United States”) of the App operated and made available in the United States by GLOBAL ENTERPRISE TECHNOLOGIES CORP. (“GET Group North America”). The App is offered to you conditioned on your acceptance without modification of these Terms.

- 1. License Grant.** Subject to User’s compliance with these Terms, GET Group North America hereby grants to User a personal, non-sublicensable, non-transferable and non-exclusive terminable license to install and use the App on a mobile device owned or controlled by User solely (i) for User’s personal use, and (ii) in accordance with these Terms. All rights relating to the App that are not expressly granted in these Terms, whether now existing or which may hereafter come into existence are reserved by GET Group North America and its licensors. User shall not remove, obscure, or alter any proprietary rights notices (including without limitation copyright and trademark notices) which may be affixed to or contained within the App.
- 2. Use of the App, Content, Trademarks, Ownership, License Restrictions.**

2.1 These Terms are subject to the GET Mobile ID Application Privacy Policy, available on GET Group North America’s website (the “Privacy Statement”). In accordance with the Privacy Statement, GET Group North America will release your personal information (“Information”) only to those third parties you have authorized to receive such Information (“Relying Party”) or as set forth in the Privacy Statement. Once we disclose your Information in accordance with your consent, GET Group North America does not have control over third party use of such Information and GET Group North America disclaims any liability for any third party use or misuse of such Information.

2.2 The trademarks, service marks, and logos (the “Trademarks”) of GET Group North America that are used and displayed in connection with the App are registered and unregistered trademarks or service

marks of GET Group North America, its licensors or partners. Nothing in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any rights to use any Trademark displayed in connection with the App without the prior written consent of GET Group North America for each such use. The Trademarks may not be used to disparage GET Group North America or the applicable third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any website is prohibited without GET Group North America's prior written consent. All goodwill generated from the use of any GET Group North America owned Trademark shall inure to GET Group North America's sole benefit.

2.3 GET Group North America reserves and User hereby acknowledges and agrees to the reservation by GET Group North America (and its licensors) all ownership right, title and interest in and to the App and the intellectual property rights in and to the App, including all right, title and interest in and to any derivative works, translations, or any other modifications thereof. These Terms and the license granted herein are not a sale of a copy of the App and does not render User the owner of a copy of the App. Ownership of the App and all components and copies thereof shall at all times remain with GET Group North America and its licensors, regardless of who may be deemed the owner of the mobile device in or on which the App is downloaded and installed.

2.4 The App contains proprietary intellectual property rights belonging to GET Group North America and its third party licensors. User shall not directly or indirectly: (a) copy the App; (b) transfer, sublicense, resell, distribute, publicly display or publicly perform the App, or any copy thereof, either in whole or in part, by any means whatsoever, or otherwise make it available for use by others in any sharing, service bureau or similar arrangement; (c) modify, decompile, disassemble, , decrypt, extract, reverse engineer or reverse compile the App, or otherwise attempt to discover or derive the source code, confidential algorithms or techniques incorporated in the App, or disclose or use any confidential information of GET Group North America in any manner; (d) use the App for any illegal purpose, in any manner that is inconsistent with these Terms, or to engage in any illegal activity; (e) use any third party licensed component of the App separate and apart from the App; (f) prepare derivative works based on the App or any part thereof; or (g) circumvent, disable or otherwise interfere with security-related features in the App. User may not use the App in any manner which could damage, disable, overburden, or impair GET Group North America's system, services or servers or interfere with any other party's use and enjoyment of the App or related services. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the App.

2.5 The App is for use by Users who are thirteen (13) years of age or older and residents of the United States. Users under the age of thirteen (13) are not permitted to use the App without the consent of a parent or legal guardian. By using the App, User represents that he/she is at least thirteen (13) years of age, or has the consent of a parent or legal guardian, and is a resident of the United States of America.

3. Links to Third Party Sites, Advertising. The App may contain information about, links to and/or advertisements for web sites operated by Relying Parties or other parties (the "Third Party Sites"). The information provided in and about the Third Party Sites is provided for User's convenience only and GET Group North America does not make any representations regarding the content or accuracy of the Third Party Sites. GET Group North America does not control such Third Party Sites and is not

responsible for the content and performance of these Third Party Sites and/or for any transactions Users may choose to conduct with the operators of any Third Party Sites. GET Group North America is not responsible for, and hereby disclaims all liability for, the contents of any Third Party Sites, including without limitation any link contained in a Third Party Site, or any changes or updates to a Third Party Site. GET Group North America is not responsible for webcasting or any other form of transmission received from any Third Party Site. GET Group North America is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by GET Group North America of the site or any association with its operators.

4. **DISCLAIMER OF WARRANTIES.**

4.1 GET GROUP NORTH AMERICA, ITS AFFILIATES AND LICENSORS (COLLECTIVELY, THE “GET PARTIES”) MAKE NO WARRANTIES TO LICENSEE ABOUT THE APP, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE GET PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR ANY OTHER INFORMATION CONVEYED TO USER THROUGH THE APP, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. USER AGREES THAT USE OF THE APP AND THE CONTENT IS AT USER’S OWN RISK. THE GET PARTIES DO NOT WARRANT THAT THE APP WILL OPERATE ERROR FREE OR THAT THE APP IS FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. THE GET PARTIES ARE NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY LOSSES OR DAMAGES RELATED TO OR ARISING FROM USER’S USE OF THE APP THAT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT. THE APP AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE GET PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 The text, graphics, images, reports, charts, graphics, data and data files made available through the App (collectively, the “Content”) is presented in a summary fashion, and is intended to be used for educational and informational purposes only and nothing in the App is intended to constitute professional legal advice.

5. **Consent to Data Use: Privacy.** Pursuant to the Privacy Policy located on GET Group North America’s website, GET Group North America may anonymously track, collect and report technical data and information that does not personally identify User, including, without limitation, information relating to User’s mobile device and User’s use of the App, to assist us in improving our products and providing User and other users with updates, support and other services. User hereby consents to GET Group North America’s use of this information for these purposes. Through this App, User may have the ability to share certain personally identifiable information or other sensitive information (“Information”) with Relying Parties or other third parties. Information that may be shared by User with others through these or other means are shared by User at User’s own risk. Relying Parties or other third parties who may receive any information from User are not subject to the Privacy Policy, however, they may have their own privacy policy and terms and conditions that will apply to User and such information.

6. **Limitation of Liability.** IN NO EVENT SHALL ANY OF THE GET PARTIES BE LIABLE TO USER FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL

DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THE APP AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH GET PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to User. IN SUCH STATES, THE LIABILITY OF THE GET PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. You agree to defend, indemnify and hold harmless the GET PARTIES from and against any liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the App or your breach of any representation, warranty or obligation under these Terms.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE GET PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES IN CONNECTION WITH DAMAGES, LOSSES AND CAUSES OF ACTION RELATED TO THE APP EXCEED USD \$100.00. THIS LIABILITY CAP WILL APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY DESPITE THE EXCLUSION AND LIMITATION IN THE PRIOR PARAGRAPH.

7. **Term and Termination.** These Terms are effective until terminated by GET Group North America or User. GET Group North America reserves the right, in its sole discretion, to terminate your access to the App and related services or any portion thereof at any time, for any reason or no reason, without notice. User's rights under these Terms will terminate automatically without notice if User fails to comply with any term or condition of these Terms. Upon termination, User shall immediately cease all use of the App, and destroy all copies, full or partial, of the App. Sections 2, 4, 6, 7, 9, 10, and 12 shall survive the termination.
8. **User Must Comply with Applicable Laws.** User may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other U.S. Government list of prohibited or restricted parties. By using the App, User represents and warrants that User is not located in any such country or on any such list. User also agrees that User will not use the App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
9. **U.S. Government Restricted Rights.** The App is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the App by the Government constitutes acknowledgement of GET Group North America's proprietary rights in the App as commercial computer software.
10. **Third Party Licensors** – Intended Third Party Beneficiaries. Portions of the App may include certain software programs owned by and licensed from third parties. User acknowledges and agrees that

such third-party licensors are intended third party beneficiaries under these Terms. Accordingly, in the event of any breach of these Terms by User that would violate any agreement between GET Group North America and such third-party licensors, such third party licensor shall have an independent cause of action and standing against User for breach of such Terms.

11. Intentionally omitted.

12. Miscellaneous.

12.1 These Terms are governed by the laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions (and specifically excluding the U.N. Convention for the International Sale of Goods). To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to these Terms.

12.2 All disputes arising in connection with these Terms, which disputes have not been settled by mutual and amicable agreement, shall be referred to and finally resolved by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules by a sole arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Boston, Massachusetts, USA. The language of arbitration shall be English. The governing law of this Agreement is set forth in Section 12.1. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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 GET Group North America 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 GET Group North America unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

12.4 These Terms constitute the entire agreement between User and GET Group North America with respect to the App, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The section headings are provided merely for convenience and shall not be given any legal import. GET Group North America may revise these Terms at any time by updating these Terms and posting it on its website. Accordingly, you should visit GET Group North America's website and review the Terms of Use for the App periodically to determine if any changes have been made. Your continued use of the App after any changes have been made to these Terms signifies and confirms your acceptance of any such changes or amendments to these Terms.

12.5 These Terms will inure to the benefit of GET Group North America's successors and assigns. GET Group North America 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 privacy@getgroup.com. COPYRIGHT NOTICES: All contents of the App and related services are:

Copyright © 2020 by Global Enterprise Technologies Corp. All rights reserved.

230 Second Avenue, Waltham, MA 02451

mobileid@getgroupna.com

[Privacy Policy](#) | [App Terms of Use](#)



Copyright © 2022 Global Enterprise Technologies Corp.

Powered by GET Mobile

