

Metadata
Usage
Terms

(for Relying Parties or Service Providers)

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1. METADATA License; Minimum Terms for Third Party Use of METADATA.

1.1 Subject to your acceptance and agreement to be bound by these Terms, You may access and use the MDS in order to access, view, download and use the METADATA solely for the purpose of enabling authentication in accordance with FIDO Specifications found at <https://fidoalliance.org/> (“Authorized Use”).

1.2 Subject to your acceptance and agreement to be bound by these Terms, the Contributing Vendor of a Metadata Statement grants You a limited, royalty-free, non-exclusive, nontransferable, nonpublicuseable right to access, view and use the Metadata Statement solely for the purpose of enabling authentication in accordance with FIDO Specifications found at <https://fidoalliance.org/>.

1.3 Subject to your acceptance and agreement to be bound by these Terms, FIDO grants You a limited, personal, royalty-free, non-exclusive, nontransferable, nonpublicuseable right to access, download, view and use the TOC file solely for the purpose of enabling authentication in accordance with FIDO Specifications found at <https://fidoalliance.org/>.

1.4 The rights explicitly granted to You under this Section 1 shall expire one hundred eighty (180) days after the date these Terms are executed. You are not

authorized to continue use of the METADATA and accessing and using the MDS after your license has expired. If You wish to continue accessing and using the MDS in order to access, view and use the METADATA, You must (i) visit the MDS License Site available at <http://fidoalliance.org/MDS/> and click on the “Accepted and Agreed” button; or (ii) execute a written agreement with FIDO, to obtain a new license whereby an access token is provided to You granting You the access right for the METADATA and the MDS. You may obtain a license anytime You wish by accepting and agreeing to these Terms.

1.5 Whenever accessing the TOC file or a Metadata Statement, You must present a valid access token to the MDS that is granted to You by the MDS when You obtained your license upon You clicking on the “Accepted and Agreed” button.

1.6 When your license has expired and if You have not obtained a new license, You agree to promptly destroy, delete and discontinue using any and all METADATA that You have received through the MDS.

1.7 You shall use good faith efforts to (and shall use good faith efforts to require your end users, distributors, resellers, and other similar entities to) include minimum terms and conditions in your license agreements with all applicable third parties that receive the authentication services enabled by the METADATA, if any, that: (a) the third party grants You the royalty-free, non-exclusive, worldwide, transferrable right and license to use authentication results that the authenticator (i) generates against the third party’s input of credentials and (ii) sends to You via the protocols compliant to FIDO (or W3C Webauthn) specifications; (b) protect FIDO and FIDO Ecosystem Providers’ (as defined below) rights and interests; (c) disclaim all express and implied warranties; and (d) exclude or limit liabilities and remedies, (i) in substantially the same manner as is done on behalf of You for your own benefit, including limiting any claims to arbitration, if applicable, and (ii) that are no less protective than the applicable provisions and protections of Sections 5, 6, 9, and 10 of these Terms in all material respects, unless limited by the law of the relevant jurisdiction and then to the maximum amounts provided under such law.

2. Ownership of FIDO Materials. With the exception of the Metadata Statements, which may contain non-public confidential and/or proprietary information of the Contributing Vendors, the MDS, the TOC file and all methodology, user interfaces, trademarks, logos, content, and computer code therein (collectively, the “FIDO Materials”), including the design, structure, selection, coordination, expression, “look and feel,” and arrangement of the MDS, are owned by FIDO and are protected by trade dress, trade secret, copyright, and trademark laws, and other intellectual property rights. Except as expressly provided in these Terms,

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3. Unauthorized Activities.

3.1 Unauthorized Activities with respect to Metadata Statements and the TOC File:

(a) You agree that You will not redistribute any Metadata Statement or TOC file to any third party. Publishing any whole or part of a Metadata Statement or TOC file is strictly prohibited. Any form of redistribution of Metadata Statements or the TOC file is a material breach of these Terms and You shall promptly cease use of the Metadata Statements and the TOC file immediately.

(b) You agree that You will not remove, delete, detach or modify any Legal Header that is included in a Metadata Statement or TOC file. Removing, deleting, detaching or modifying any Legal Header that is included in a Metadata Statement or TOC file is a breach of these Terms and You shall cease use thereof immediately.

(c) You agree that You will not use any Metadata Statement or TOC file for (i) any illegal purpose that violate any local, national, or international laws; (ii) any activities other than the Authorized Use set out in Section 1.1 above; or (iii) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring or selling any Metadata Statement or TOC file, unless otherwise authorized by FIDO and/or the applicable Contributing Vendor in a separate written agreement.

(d) It is Your responsibility to use only valid Metadata Statements that You downloaded from the MDS based on the latest TOC file. You must check the validity of the hash values of Metadata Statements that You are using against

those listed in the TOC file as frequently as reasonably possible. If the hash value, calculated based on <https://www.abc.def/>, of a Metadata Statement that You possess is not identical to the hash value that is registered for the Metadata Statement in the latest version of the TOC file available at <https://www.abc.latest-toc.org/>, such a Metadata Statement You possess is invalid. You agree that, upon determination of invalidity of a Metadata Statement, You shall not use the invalid Metadata Statement. Subject to the preceding sentence, (i) FIDO and/or the applicable Contributing Vendor strictly prohibits You from using any part of an invalid Metadata Statement and (ii) using an invalid Metadata Statement is strictly prohibited under these Terms.

(e) You agree that You will promptly delete any copies of a Metadata Statement that is no longer present in the latest version of the TOC file available at <https://www.abc.latest-toc.org/>.

3.2 Unauthorized Activities with respect to MDS and FIDO Materials. You agree that You will not knowingly access or use the MDS or any of the FIDO Materials for (i) any illegal purpose that violate any local, national, or international laws; (ii) any activities other than the Authorized Use set out in Section 1.1 above; (iii) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring or selling any of the FIDO Materials, unless otherwise authorized by FIDO in a separate written agreement; (iv) attempting to gain unauthorized access to FIDO's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the MDS or any services provided through the MDS; (v) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the MDS aimed at preventing or restricting the unauthorized use of the MDS or any of the FIDO Materials; or (vi) any downloading or copying of the FIDO Materials, other than the TOC file, for any reason other than the uses expressly permitted hereunder, or any use of data mining or similar data gathering and extraction tools.

3.3 Any unauthorized use of the Metadata Statements or the TOC file as described in Section 3.1, or any unauthorized use of the MDS and/or the FIDO Materials as described in Section 3.2, without the prior written permission of FIDO and/or the applicable Contributing Vendor is strictly prohibited. You acknowledge and agree that any unauthorized use of the Metadata Statements, TOC file, the MDS and/or the FIDO Materials may cause irreparable harm to FIDO and/or FIDO Ecosystem Providers (as defined below). In the event of such unauthorized use, FIDO and/or the applicable Contributing Vendor shall be entitled to an injunction in addition to any other remedies available at law or in equity.

4. Third Party Links and Content. The MDS may contain links or APIs to other websites or advertisements for or placed by third parties, as well as websites that enable You to obtain information including certain metadata, purchase products and services. Your use of any third party's website, services, or content is subject to the terms and conditions of such third party. It is solely your obligation to review and understand the practices and policies of such third parties. FIDO will use commercially reasonable efforts to review and monitor any third party materials in the MDS, but in any event expressly disclaims any responsibility for such content, the accuracy of the information, or quality of products or services provided by or advertised by third parties or the transactions You conduct or enter into with third parties. FIDO does not endorse any product, service, or treatment provided on a third party website or advertised or provided on the MDS.

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6. Limitation of Liability. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THIS AGREEMENT OR THE SUBJECT MATTER THEREOF.

7. Indemnification. You shall indemnify FIDO and its directors, officers, employees, agents and any Contributing Vendors (“FIDO Indemnitees”) against any and all third party claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with (a) Your use of the MDS, METADATA, FIDO Materials or any services, product or data obtained through the MDS; (b) Your fraud, violation of law, negligence, willful misconduct; and (c) any other use by You of the MDS, the METADATA, the FIDO Materials, or the services, products, information and other materials on, in and made available through the MDS, including any breach by You of these Terms, and shall indemnify and hold FIDO Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. You agree to promptly notify FIDO of any Claims filed by third parties resulting from or in connection with the access or use of the MDS, METADATA, FIDO Materials or any services, product or data obtained through the MDS or the METADATA by You.

8. Internet Security. FIDO uses commercially reasonable efforts to ensure that the MDS is generally available and secure. You acknowledge that the technical processing and transmission of the content on the MDS, including any information that You transmitted, may involve (a) transmissions over various public networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices, over which FIDO and the FIDO Ecosystem Providers do not have control and are not responsible.

9. Changes to Terms. FIDO reserves the right to modify, change, or update these Terms at any time. Notice of any new or revised Terms, as well as the location of the new or revised Terms, will be posted on the MDS website. FIDO agrees that it will post a notification for any changes to these Terms on the MDS website no later than thirty (30) days before the changes become effective. If You do not agree to the Terms as changed, You need not take any action and your current Terms will expire automatically upon the commencement of such new or revised Terms. As a consequence of termination of these Terms, You shall cease access and use of the MDS, the Metadata Statements and TOC files, and your current token will not be accepted by the MDS. If You do not agree to the Terms as changed, upon commencement of the effectiveness of such new or revised Terms, You must visit the MDS License Site available at <http://fidoalliance.org/MDS/>

and You will be requested to click on the “Accepted and Agreed” button following such new or revised Terms in order for You to continue the access and use of the MDS, the Metadata Statements or TOC files.

10. Termination. FIDO may suspend or terminate these Terms between You or your account and/or your ability to access and use the MDS, or any services on the MDS, for failure to comply with these Terms, for providing FIDO with untrue or inaccurate information about yourself, for infringement of FIDO proprietary rights, or for any other reason whatsoever. Sections 2, 3, 5, 6, 7, 10, 11 and 12 shall survive any termination or expiration of these Terms.

11. Governing Law and Jurisdiction.

These Terms represent the entire agreement between You and FIDO with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law rules. By agreeing to these Terms or accessing the METADATA, You consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in San Jose, California; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

12. Miscellaneous. Without limiting any other provision hereunder set forth, FIDO makes no representation that the MDS, FIDO Materials, METADATA, services, products, information or other materials available on, in, or through the MDS is appropriate or available for use in other locations. The waiver or failure of FIDO to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not a party to these Terms will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.” Any personal information that is provided by or on behalf of You to FIDO in connection with the MDS is subject to our Privacy Policy. For more information, click here to view the Privacy Statement, <https://fidoalliance.org/privacy-policy/> which is incorporated into these Terms by reference, as if set forth fully herein.

Dated: 2018-05-21

Version UT-1.00

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