

Metadata Usage Terms (for Developers)

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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/specifications/download/> (“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, nonsublicenseable right to access, download, view and use the Metadata Statement solely for the purpose of enabling authentication in accordance with FIDO Specifications found at <https://fidoalliance.org/specifications/download/>.

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, nonsublicenseable right to access, download, view and use the BLOB file solely for the purpose of enabling authentication in accordance with FIDO Specifications found at <https://fidoalliance.org/specifications/download/>.

1.4 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) reference the Metadata Usage Terms (for Relying Parties or Service Providers), available at <https://fidoalliance.org/metadata/metadata-legal-terms/> and include minimum terms and conditions in your license agreements of any software developed by You 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 BLOB 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, the MDS may not be used, copied, reproduced, modified, republished, disassembled, reverse engineered, uploaded, or distributed in any way for any purpose without FIDO’s express prior written consent. For the avoidance of any doubt, FIDO, the FIDO logo, and other FIDO logos and names of FIDO are trademarks of FIDO. You agree not to display or use these trademarks in any manner without the prior, written consent of FIDO, as specified for example in the FIDO Alliance Specification Trademark License Agreement. Additionally, unless otherwise authorized, You shall not, and shall cause your affiliates, agents, employees

and contractors not to, use or disclose to any third party any transaction information or other data or information regarding any other users of the MDS, which is obtained through the MDS or disclosed to You by FIDO in connection with a transaction made via the MDS, for any purpose except as necessary to complete transactions made through the MDS and otherwise fulfill their obligations under these Terms.

3. Unauthorized Activities.

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

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

(b) You agree that You or any software developed by You will not use any Metadata Statement or BLOB 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 BLOB file, unless otherwise authorized by FIDO and/or the applicable Contributing Vendor in a separate written agreement.

(c) It is Your responsibility to use only valid Metadata Statements that You or any software developed by You downloaded from the MDS based on the latest BLOB file. You or any software developed by You must check the validity of the digital signature of the BLOB file prior to use of the BLOB file or any included Metadata Statements. If the check of the digital signature fails, the BLOB file is invalid. You agree that, upon determination of invalidity of a BLOB file, You or any software developed by You shall not use the invalid BLOB file. Subject to the preceding sentence, (i) FIDO and/or the applicable Contributing Vendor strictly prohibits You or any software developed by You from using any part of an invalid BLOB file or included Metadata Statement and (ii) using an invalid BLOB file or included Metadata Statement is strictly prohibited under these Terms.

(d) You agree that You or any software developed by You will promptly delete any copies of a Metadata Statement that is no longer present in the latest version of the BLOB file available at <https://mds.fidoalliance.org/>.

3.2 Unauthorized Activities with respect to MDS and FIDO Materials. You agree that You or any software developed by 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 BLOB 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 BLOB 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, BLOB 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

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5. Disclaimer. The MDS, METADATA and the FIDO Materials are for informational purposes only. Without limiting anything else in these Terms or otherwise, FIDO and its subsidiaries, affiliates, suppliers, licensors, members, partners, relying parties and Contributing Vendors contributing their Metadata Statements (collectively, "FIDO Ecosystem Providers") shall not be responsible for any errors or omissions in the MDS, METADATA or FIDO Materials. FIDO and the FIDO Ecosystem Providers are not responsible for and do not guarantee the accuracy or completeness of any FIDO Materials, METADATA, products, data, services, links, advertisements or other items contained within the MDS. FIDO reserves the right to immediately remove any FIDO Materials or METADATA should the FIDO Materials or METADATA contain serious errors (intentional or unintentional), false or fraudulent information, information infringing third party proprietary rights, malware, illegal content or the like and to insure smooth operation of the MDS. THE MDS, THE FIDO MATERIALS, METADATA, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE MDS ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THE MDS, FIDO MATERIALS AND THE METADATA IS ENTIRELY AT YOUR OWN RISK. FIDO AND THE FIDO ECOSYSTEM PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE MDS, THE METADATA, THE FIDO MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE MDS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT.

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 must terminate these Terms before the changes become effective.

10. Termination. You may terminate these Terms at any time for any reason. 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.

As a consequence of termination of these Terms, You shall cease access and use of the MDS, the Metadata Statements and BLOB files. Sections 2, 3, 5, 6, 7, 10, 11 and 12 shall survive any termination 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.