

## **Metadata Usage Terms (for Relying Parties or Service Providers)**

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(d) You agree that 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/>.

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**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

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