

**MASTER
OIXnet REGISTRATION
TERMS OF SERVICE**

**(For Registrations by Registrant on its Own Behalf
and/or on Behalf of Authorizing Parties)**

Registrant:
Entity Name:
Address:
City, State or Province, and Postal Code
Country
Entity Description (<200 words)
Entity URL
Authorized Contact:
Name:
Title:
Phone:
Email:
Authorized Secondary Contact:
Name:
Title:
Phone:
Email:

This Master OIXnet Registration Terms of Service Agreement (this “**Agreement**”) constitutes an agreement between Registrant listed above (“**Registrant**”) and the Open Identity Exchange (“**OIX**”), the operator of the OIXnet Registry (“**OIXnet**”). It sets forth the terms and conditions that apply to each submission of Qualified Material for registration on OIXnet that is submitted by Registrant on behalf of itself or an Authorizing Party.

1. Definitions.

- (a) Authorizing Party means an entity that, with respect to any Qualified Material that relates to an identity system, identity standard, or identity requirements specified or controlled by Registrant: (i) satisfies the requirements for Registration set forth in this Agreement, and (ii) has provided Registrant with written authorization to submit such Qualified Material for Registration on its behalf.
- (b) Qualified Material means any of the following documents or information, provided they relate to an identity system, identity standard, or identity requirements reasonably acceptable to OIX, and provided they meet the requirements for Registration specified in this Agreement:
 - (1) Identity system **trust frameworks** (a.k.a. scheme rules or system rules);
 - (2) **Self-certifications** of compliance with an identity system trust framework, identity standard, or set of identity requirements;
 - (3) **Third-party certifications** of compliance with an identity system trust framework, identity standard, or set of identity requirements;

- (4) Identity system **whitelists**, and
 - (5) Identity system or system participant **metadata**.
 - (6) Other data sets accepted for registration in OIXnet by OIX.
- (c) Registration means the publication on OIXnet of any Qualified Material along with the associated information specified on Exhibit A, after such Material has been submitted to OIX for registration, and accepted by OIX for such purpose.

2. Submission and Acceptance of Qualified Materials for Registration.

- (a) Requirements for Registration. Subject to the terms of this Agreement, Registrant may submit any of the following Qualified Material to OIX for Registration:
- (1) Trust Frameworks – Registrant may submit trust frameworks that it or an Authorizing Party is responsible for updating and maintaining;
 - (2) Self-certifications of Conformance – Registrant may submit its own or an Authorizing Party’s self-certification of conformance with a publicly available identity system trust framework, standard, or set of requirements reasonably acceptable to OIX, provided such self-certification is in a form that has been publicly specified by the provider of the applicable trust framework, standard or requirement that is the subject of the self-certification;
 - (3) Third-party Certifications – Registrant may submit third-party certifications that have been issued to it or an Authorizing Party by a certifier of compliance, and that certify compliance with a specified publicly available trust framework, standard, or set of requirements reasonably acceptable to OIX, provided such certification is in a form that has been publicly specified by the provider of the applicable trust framework, standard or requirement that is the subject of the third-party certification;
 - (4) Whitelists -- Registrant may submit a whitelist, or an additional entry for a whitelist, that it is or an Authorizing Party is responsible for updating and maintaining; and
 - (5) Metadata -- Registrant may submit its own or an Authorizing Party’s metadata designed to facilitate identity transactions or interoperability, which is directly related to its or an Authorizing Party’s participation in an identity system.

Each submission by Registrant of Qualified Materials for Registration, whether on behalf of Registrant or an Authorizing Party, shall be accompanied by a completed copy of Exhibit A signed by Registrant, or shall otherwise include the information specified on Exhibit A in a format acceptable to OIX, and shall be governed by the terms of this Agreement.

- (b) Acceptance by OIX. OIX will review Registrant’s submission of Qualified Material to verify the source of the submission, to check for completeness of the information required to process the registration, and to otherwise review the submitted materials for compliance with the procedural requirements of this Agreement. However, OIX has no obligation to validate any of the claims made in, or otherwise verify the accuracy or completeness of, any Qualified Material submitted for Registration. In addition, OIX may require that Registrant provide additional documentation and information as OIX deems appropriate to process the submission for Registration. OIX may reject any submission of Qualified Material, or remove any Registration, that OIX determines, in its sole discretion, to be non-compliant with this Agreement.
- (c) Publication. Within a reasonable time following receipt and acceptance by OIX of Qualified Material in proper form, OIX will register the Qualified Material by publishing it and the

information specified on Exhibit A on OIXnet, where it will be made generally accessible to the public.

(d) Reference to Registration by Registrant or Authorizing Party -- Limited License. Following publication of its Qualified Material on OIXnet, OIX grants Registrant or the Authorizing Party, as applicable, a limited, royalty-free, revocable, non-exclusive, non-transferable license to use the OIX marks “OIX™,” “OIXnet™,” and “OIX Registered™” on its website and in its public communications and promotional materials in the following manner, and subject to the terms below:

- Registrant or the Authorizing Party, as applicable, may state that: “[*Registrant or Authorizing Party Name*] has registered [*Description of Qualified Material*] with OIX™, and such [*Description of Qualified Material*] is posted on the OIXnet™ Registry at <http://www.oixnet.org>.”
- Registrant or the Authorizing Party, as applicable, may use the applicable OIX Registered™ logo (if any) in the form made available by OIX.

The foregoing text, other than the OIX marks OIX™, OIXnet™, and OIX Registered™, may be translated into the applicable local language where appropriate.

(1) All uses of the OIX marks OIX™, OIXnet™, and OIX Registered™ pursuant to this Agreement shall be made in accordance with all applicable laws and regulations and in compliance with the then-current OIX Trademark Usage Policy posted on the OIX website at www.openidentityexchange.org, as revised from time to time, which are incorporated herein by reference.

(2) If the Registration expires, or is terminated or revoked for any reason, Registrant or the Authorizing Party, as applicable, shall promptly remove all of the foregoing uses of the OIX marks from its website, promotional materials, and other public communications.

(3) OIX reserves the right to modify or revoke the foregoing limited license at any time, in its sole discretion, upon 30 days’ written or electronic notice.

(e) Restrictions. Neither Registrant nor any Authorizing Party may, under any circumstances, state or imply that Registration of its Qualified Material on OIXnet is an approval or endorsement by OIX of (i) Registrant or the Authorizing Party, as applicable, (ii) its Qualified Material, products, services, or performance, or (iii) a confirmation that it conforms to any standards or requirements.

3. Inquiries. Registrant will maintain its Authorized Contact as the current point of contact for all inquiries regarding all of its Registrations (including Registrations on behalf of Authorizing Parties), and will provide timely responses to all inquiries that it receives from any person regarding any such Registration. OIX shall have no obligation to respond to any inquiries that it receives, but may, at its discretion, refer any such inquiries to Registrant’s Authorized Contact.

4. Term, Renewal, Revocation, and Termination

(a) Term. Each Registration of Qualified Material, and each renewal thereof, shall be valid and active for a term of one (1) year, unless sooner revoked or terminated as provided in this Agreement.

(b) Renewal by Registrant. An active or previously terminated or revoked Registration of any type may be renewed by Registrant, provided Registrant is in compliance with the terms of

this Agreement, upon payment of the then-applicable Renewal Fee. The then-current terms of this Agreement shall continue to apply to all such renewals.

- (c) Change of Information. If any Registration of Qualified Material or other information provided by Registrant in connection therewith changes or ceases to be accurate, Registrant will notify OIX promptly in writing and submit revised information or Qualified Material, as applicable. If the inaccuracies or corrections undermine the validity of the Registration, Registrant must request that OIX either mark the Registration as “Revoked” or terminate and remove the Registration from OIXnet.
 - (d) Revocation by Registrant: Registrant may request that a Registration be marked as “Revoked” or be terminated and removed from OIXnet at any time upon written request to OIX, and within a reasonable time after receipt of such request, OIX will mark such Registration as “Revoked,” or remove such Registration from OIXnet, as applicable.
 - (e) Termination by OIX. OIX may terminate a Registration and remove it from OIXnet at any time and without notice, if Registrant does not pay the applicable Renewal Fee, or if OIX reasonably determines in its sole discretion that Registrant has violated this Agreement or any applicable law. OIX assumes no liability for any such termination, and reserves the right to prohibit Registrant from submitting a further Registration.
 - (f) Events on Termination or Revocation. Registrations terminated by either OIX or Registrant shall be removed from OIXnet. Registrations that the Registrant requests be marked “Revoked” may remain on OIXnet with a “Revoked” designation for so long as Registrant continues to pay the applicable Renewal Fee.
5. Fees. Fees to submit Qualified Material for Registration on OIXnet (“Registration Fees”), and fees to renew such Registrations (“Renewal Fees”), will be the then-current rates published by OIX. Payment of such fees is a prerequisite to Registration and any renewal thereof.
6. Representations and Warranties of Registrant.
- (a) Registrant represents and warrants that (1) it has the authority to submit the Qualified Material for Registration on OIXnet, and (2) it owns or has sufficient rights in the content of the Qualified Material to permit OIX to exercise the License to Use Registration granted in this Agreement without any restriction or liability to any party.
 - (b) If Registrant is submitting Qualified Material on its own behalf, Registrant represents and warrants that the Qualified Material submitted for Registration is correct and complete, and if any material information in the Registration changes or becomes inaccurate, it will promptly request OIX to update the Registration, mark it as “Revoked,” or remove it from OIXnet. If Registrant is submitting Qualified Material on behalf of an Authorizing Party, Registrant represents and warrants that the submitted Qualified Material is a complete and accurate copy of the Qualified Material as provided to it by such Authorizing Party, and that Registrant will promptly request that OIX update the Registration, mark it as “Revoked,” or remove it from OIXnet if Registrant receives any notice from such Authorizing Party that any material information in the Registration has changed or become inaccurate.
7. Disclaimer of Warranties. NEITHER OIX NOR ANY OF ITS DIRECTORS, OFFICERS, OR MEMBERS OTHER THAN REGISTRANT AND ITS AUTHORIZING PARTY WHERE APPLICABLE (COLLECTIVELY THE “**OIX PARTIES**”) MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO ANY

SUBMISSION OF QUALIFIED MATERIAL, REGISTRATION THEREOF WITH OIX, OR PUBLICATION ON THE OIXnet REGISTRY. QUALIFIED MATERIAL IS ACCEPTED, REGISTERED, AND PUBLISHED ON OIXnet BY OIX “AS IS,” AS RECEIVED FROM REGISTRANT, AND WITHOUT ANY WARRANTY OF ANY KIND BY ANY OF THE OIX PARTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. Limitation of Liability.

- (a) The OIX Parties assume no responsibility or liability that may arise from or be related to the receipt, distribution, registration, or publication by OIX of the Qualified Material submitted by Registrant, or the use of or reliance on such Qualified Material by any third party.
- (b) Registrant and the Authorizing Party, where applicable, is solely responsible for any liability that may arise, directly or indirectly, from the Registration of Qualified Material submitted by Registrant.
- (c) UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ANY OF THE OIX PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, USE, DATA, GOODWILL, OR OTHER INTANGIBLES) SUFFERED BY REGISTRANT OR ANY OTHER PERSON THAT RESULT FROM: (1) THE SUBMISSION OF, ANY USE OF, ANY PUBLICATION OF, OR ANY RELIANCE ON THE QUALIFIED MATERIAL OR ANY ASSOCIATED INFORMATION OR REGISTRATION THEREOF; (2) THE USE OF, OR INABILITY TO USE, OIXnet; (3) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION; OR (4) ANY FAILURE OF OIX PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND OIX’S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICES.
- (d) IN NO EVENT SHALL THE TOTAL LIABILITY OF ALL OIX PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RELATED TO, OR CONNECTED WITH ANY REGISTRATION EXCEED ONE DOLLAR (US \$1.00).

9. Intellectual Property

- (a) The trademarks and certification marks of OIX, including “Open Identity Exchange™,” “OIX™,” “OIXnet™,” and “OIX Registered™,” and all names, logos, trademarks, or service marks that contain such trademarks, are owned by OIX, and may be used only as expressly permitted in this Agreement, or with OIX’s express written approval, or as otherwise allowed under applicable law.
- (b) Registrant acknowledges that its Qualified Material as submitted to OIX is not confidential and that OIX has no obligation to treat it as confidential.

10. License to Use Registration. By submitting Qualified Material for Registration, Registrant grants to OIX and its licensees the worldwide, royalty-free, right and license to use, modify (solely for formatting purposes), reproduce, distribute, and publicly display such Qualified Material, all without the need to obtain any third party’s permission. This license includes the right of OIX to host, index, cache, and tag the Qualified Material, and otherwise post the Qualified Material as

part of the Registration on any media or platform now known or hereinafter developed, provided that the license granted to OIX with respect to such Qualified Material shall terminate ten (10) days after OIX receives Registrant’s written request that OIX remove such Qualified Material from Registration on OIXnet.

11. Miscellaneous.

- (a) Modifications. OIX may revise this Agreement at any time and for any reason. Such revisions apply to all new and renewed Registrations submitted after notice thereof, and notice thereof may be given by any reasonable means including posting the updated version of this Agreement on the OIXnet website. In the event such revisions are intended to apply to Registrations previously published on OIXnet, they shall be effective 30 days after written or electronic notice of such changes to Registrant’s Authorized Contact, unless within such 30 day period Registrant requests in writing to OIX that its Registrations (1) be removed from OIXnet or (2) not be subject to the revisions for the balance of the current yearly term.
- (b) No Partnership. There is no partnership or agency relationship between Registrant and OIX. Except as expressly stated herein, neither Registrant nor OIX has the power or the authority to obligate or bind the other.
- (c) Severability. If any provision of this Agreement is found by a court of applicable jurisdiction to be unlawful, void, or unenforceable, the provision will be deemed severed from this Agreement and will not affect the validity and enforceability of any remaining provisions.
- (d) Waiver. A failure to act with respect to breach of this Agreement on any occasion does not waive any right to act with respect to future or similar breaches.
- (e) Entire Agreement. This Agreement is the entire agreement between OIX and Registrant relating to Registration on OIXnet, and replaces any prior understandings or agreements (whether oral or written) regarding same.

12. How to Contact OIX.

- (a) If you have any question about the Registration or this Agreement, please contact OIX at help@openidentityexchange.org.

Privacy Consent; Consent to Publication of Information. Registrant acknowledges and agrees that the personal data submitted in connection with this Agreement will be processed in accordance with the OIX Privacy Policy posted on the OIX website at www.openidentityexchange.org. For each submission of Qualified Materials for Registration, Registrant agrees that OIX may publish on the OIXnet website such Qualified Materials and the associated information specified on Exhibit A, and represents that it has obtained appropriate consent under applicable law to such publication from all individuals listed in Exhibit A.

Agreed and accepted this ___ day of _____, 20__:

Registrant

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

OIX

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Information to be Provided with Each Registration by Registrant Under this Agreement

Registrant named below hereby submits the Qualified Material identified below for registration with OIX on the terms and conditions set forth in the Master OIXnet Registration Terms of Service between Registrant and OIX.

Registrant: _____

Qualified Material to be Registered: _____

If Qualified Material consists of either a Self-Certification or a Third-Party Certification, please provide the URL for:

- The identity system trust framework, standard, or set of requirements being certified: _____
- The specification for the Self-Certification or the Third Party Certification: _____

For all other Qualified Material, please provide applicable URL, if available: _____

If this Registration is submitted on behalf of an Authorizing Party, please provide applicable information below:

Authorizing Party:

Entity Name:

Address:

City, State or Province, and Postal Code

Country

Entity Description (<200 words)

Entity URL

Authorizing Party Authorized Contact:

Name:

Title:

Phone:

Email:

Authorizing Party Authorized Secondary Contact (if applicable):

Name:

Title:

Phone:

Email:

Registrant Authorized Signature: _____

Name: _____

Title: _____

Date: _____