

## Directory Terms of Use

*These Terms were last updated on 28 November 2016 and supersede any previous terms and conditions*

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and the GSM Association ("**GSMA**", "**we**" or "**us**"). The following terms and conditions ("**Terms of Use**"), govern your access to and use of <http://apidirectory.connectedliving.gsma.com/> including any content, functionality and services offered on or through <http://apidirectory.connectedliving.gsma.com/> (the "**Directory**").

Please read the Terms of Use carefully before you start to use the Directory. **By using the Directory, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use you must not access or use the Directory.

## **PART A – General Terms**

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Directory thereafter. Your continued use of the Directory following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Directory and Account Security**

We reserve the right to withdraw or amend this Directory, and any service or material we provide on the Directory, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Directory is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Directory, or the entire Directory, to users.

You agree that all information you provide to register with this Directory or otherwise, including but not limited to through the use of any interactive features on the Directory, is governed by our Privacy Policy, <http://www.gsma.com/aboutus/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

### **Prohibited Uses**

You may use the Directory only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Directory:

- In any way that violates any applicable law or regulation.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation linked to this Directory.
- To impersonate or attempt to impersonate the GSMA, a GSMA employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Directory, or which, as determined by us, may harm the GSMA or users of the Directory or expose them to liability.

You are permitted to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Directory, as follows:

- For the purpose of your own access to the Directory;
- For the purpose of downloading API Provider and API Metadata using the options provided for such as part of the Directory.

You agree not to:

- Use the Directory in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Directory.
- Use any device, software or routine that interferes with the proper working of the Directory.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Directory, the server on which the Directory is stored, or any server, computer or database connected to the Directory.
- Attack the Directory via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Directory.

### **Information About You and Your Visits to the Directory**

All information we collect on this Directory is subject to our Privacy Policy <http://www.gsma.com/aboutus/privacy> . By using the Directory, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Directory and Social Media Features**

You may link to our homepage or any other page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You may not:

- Cause the Directory or portions of it to be displayed, or appear to be displayed by, for example, framing or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Directory that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **Intellectual Property Rights**

The Directory and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the GSMA, its licensors or other providers of such material and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Except as expressly stated in the Terms of Use, any data, reports, specifications, equipment, technology, hardware, software (and related documentation), trade secrets, know-how, confidential information or processes or the like, and any other Intellectual Property Rights owned or controlled by a user of this Directory, shall remain the property of that Party. Each Party hereby disclaims any right, title or interest in or to the other Party's materials and will not take any action inconsistent with or that would contest or impair the rights of the other Party.

Contributors and Developer shall own all right, title and interest in and to any of their Applications or Services that make use of the Directory.

Property rights of Developer; GSMA acknowledges and agrees that GSMA does not acquire any rights, express or implied, in the Applications, the Developer Services or the Developer Marks other than those specified in this Agreement.

If you use or provide any other person with access to any part of the Directory in breach of the Terms of Use, your right to use the Directory will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Directory or any content on the Directory is transferred to you, and all rights not expressly granted are reserved by the GSMA. Any use of the Directory not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The GSMA name, the GSMA logo, and all related names, logos, product and service names, designs and slogans are trademarks of the GSMA or its affiliates or licensors. You must not use such marks without the prior written permission of the GSMA. All other names, logos, product and service names, designs and slogans on this Directory are the trademarks of their respective owners and must not be used without their express permission. You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

### **Copyright/Patent Infringement**

If you believe that any Contributions violate your copyright, please send a notice of copyright infringement to [IoTBD@gsma.com](mailto:IoTBD@gsma.com) . The GSMA endeavors to investigate all allegations of copyright or patent violations. It is the policy of the GSMA to terminate the user accounts of repeat infringers.

### **Disclaimer**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Directory will be free of viruses or other destructive code. Any reliance you place on such information is strictly at your own risk. These pages do not purport to contain an all-inclusive view of all the information that may be relevant in assessing the topics contained herein. This Directory includes content provided by third parties, including materials provided by other users and third-party licensors. All statements and/or opinions expressed in these materials, other than the content directly posted by the GSMA, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the GSMA. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. We may update the content on this Directory from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Directory may be out of date at any given time, and we are under no obligation to update such material. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data

input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

### **Warranties**

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE DIRECTORY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE DIRECTORY, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY IS AT YOUR OWN RISK. THE DIRECTORY, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE GSMA NOR ANY PERSON ASSOCIATED WITH THE GSMA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE DIRECTORY. WITHOUT LIMITING THE FOREGOING, NEITHER THE GSMA NOR ANYONE ASSOCIATED WITH THE GSMA REPRESENTS OR WARRANTS THAT THE DIRECTORY, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE DIRECTORY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE GSMA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL THE GSMA, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE DIRECTORY, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE DIRECTORY OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

YOU ASSUME ALL RISKS AND LIABILITY INHERENT IN ALL USES OF THE SERVICE. YOU SHALL TAKE ALL NECESSARY MEASURES TO AVOID ANY DAMAGE TO GSMA. YOU ASSUME ALL RISKS AND LIABILITY INHERENT IN ALL USES OF THE SERVICE. YOU SHALL TAKE ALL NECESSARY MEASURES TO AVOID ANY DAMAGE TO GSMA. YOU SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GSMA (INCLUDING ITS SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS), FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO LEGAL COSTS, REGULATORY FINES, PENALTIES AND COSTS, AND/OR EXPENSES RESULTING FROM (I) DAMAGES TO PERSONS OR PROPERTY, PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENT OR WILFUL ACTS OR OMISSIONS OF YOU, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS, ARISING IN CONNECTION WITH YOU'S USE OF THE SERVICE PROVIDED UNDER THIS AGREEMENT, (II) DIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM ALLEGING THAT AN APPLICATION OR SERVICE OR ANY PART THEREOF OR THE DEALING WITH ANY OF SUCH VIOLATES OR INFRINGES ANY PARTY'S OR THIRD PARTY'S PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS, (III) ANY ACTS, DUTIES AND OBLIGATIONS OR OMISSIONS OF YOU OR OF ANY PERSONNEL EMPLOYED BY, OR AGENTS OF, YOU, (IV) ANY CLAIM ARISING FROM OR OTHERWISE RELATED TO THE YOU SERVICES INCLUDING, WITHOUT LIMITATION, ANY PRODUCT LIABILITY CLAIMS, AND (V) ANY AND ALL BREACHES BY YOU OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS, TERMS OR CONDITIONS ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR USE OF THE DIRECTORY, INCLUDING, BUT NOT LIMITED TO, YOUR CONTRIBUTIONS, ANY USE OF THE DIRECTORY'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE DIRECTORY.

#### **Governing Law and Jurisdiction**

All matters relating to the Directory and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the England and Wales without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Directory shall be instituted exclusively in the courts of England, located in the city of London. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE DIRECTORY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver by the GSMA of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the GSMA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use constitute the sole and entire agreement between you and GSMA with respect to the Directory and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Directory.

**Your Comments and Concerns**

This Directory is operated by the GSM Association, located at 25 Walbrook, London, EC4N 8AF, United Kingdom.

All notices of copyright infringement claims should be sent to [IoTbde@gsma.com](mailto:IoTbde@gsma.com) .

All other feedback, comments, requests for technical support and other communications relating to the Directory should be directed to: [IoTbde@gsma.com](mailto:IoTbde@gsma.com) .

## **PART B - Contributors Terms of Use**

The Directory contains interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**Contributions**") on or through the Directory from a Contributor.

All Contributions must comply with the Content Standards set out in these Terms of Use.

Contributors must provide their own Terms & Conditions for any Contributions listed in the Directory prior to the Contributor uploading Contributions. Such Terms & Conditions shall be for the purpose of third party Developers accessing Services provided by Contributor and listed in the Directory.

Any Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any Contribution on the Directory, you grant us, our affiliates, and our service providers (and our respective licensees, successors and assigns) the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. You represent and warrant that:

- You own or control all rights in and to the Contributions and have the right to grant the license granted above to us, our affiliates, and our service providers, and each of our respective licensees, successors and assigns.
- All of your Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Contributions you submit or contribute, and you, not the GSMA, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any Contributions posted by you or any other user of the Directory. However, we do not undertake to review Contributions before it is posted on the Directory, and cannot ensure prompt removal of objectionable Contributions after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all Contributions and use of Interactive Services. Contributions must in their entirety comply with all applicable laws and regulations. Without limiting the foregoing, Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.



- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy (<http://www.gsma.com/aboutus/legal/privacy>).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve activities such as contests, sweepstakes and, barter.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any Contributions for any or no reason in our sole discretion.
- Take any action with respect to any Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Directory or the public or could create liability for the GSMA.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Directory.
- Terminate or suspend your access to all or part of the Directory for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Directory. YOU WAIVE AND HOLD HARMLESS THE GSMA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **PART C - Developer Terms of Use**

Subject to the Terms of Use, GSMA shall provide Developer access to the Directory Service. In addition to its other obligations under these Terms of Use, the Developer will:

- Follow all applicable Contributor terms and conditions and/or license terms for use of Contributions as set out on the Contributors external website or otherwise agreed with Contributor;
- Ensure that no marketing messages refer to GSMA or utilize any brand or logo of GSMA without specific prior written agreement of GSMA;
- Ensure that any Applications or websites that utilise Contributions listed on the Directory are virus free and are not abusive, malicious or create spam;
- Not tamper with, alter or otherwise modify (or attempt to modify) the Service;
- Not Abuse the Service or permit or assist others to do so for any purposes or in any manner that directly or indirectly or possibly violates the terms of this Agreement, applicable laws or any third party's intellectual property rights; (i) Adhere to all applicable data protection and privacy regulation and consumer protection legislation or codes, except where required by law or with an End User's express consent;
- Neither GSMA nor any Contributor shall be responsible for any end user use or misuse of any of the Applications or Developer Services (including, without limitation, any copying and/or forwarding of same).

Developer acknowledges and agrees that GSMA does not warrant the content, availability, accuracy, or any other aspect of any information, including the Service and all Contributions, data, files and other information or content in any form, accessible or made available through the Service.

Developer acknowledges that GSMA may interrupt access to the Service in case of emergency or in order to provide maintenance in respect of the Service.

## Part D - Definitions

The following terms shall have the following definitions. Other terms used in these Terms are defined in the context in which they are used and have the meanings there stated.

**"Abuse"** means, without limitation, any use of the Service, as defined below, that in GSMA's reasonable opinion is for, or is reasonably likely to or results in (i) any illegal, abusive, annoying or offensive activities, including the commission or encouragement of any action that may reasonably constitute a criminal offence (including stalking or harassment, spam or phishing), (ii) disrupting or interfering with any network computers or other devices (including the transmission of a virus or other harmful component), (iii) defamation or intellectual property infringement, (iv) interference with service provided by others, (v) consumption of excessive network capacity, and (vi) use of any GSMA, Data Provider or Operator Systems in any manner that seeks to avoid payment of any fees otherwise payable to a Party under this Agreement.

**"Affiliate"** means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity, or (ii) has the ability to elect a majority of the directors of the other entity.

**"Applicable Law"** means all laws, regulations, license conditions and orders, rules and decisions of the municipal, local, state, provincial and federal governments or other authorities which are applicable to GSMA, Developer or other user of the Directory.

**"Application"** means a software application or service that uses the Directory or any Data or Service linked to via the Directory.

**"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the United Kingdom.

**"Confidential Information"** means all information of each Party or a third party, including without limitation, that Party's own know how and Information of any kind whatsoever, which is disclosed by one Party directly or indirectly to the other Party hereunder whether in writing (physically or electronically), visually or orally and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential.

**"Contributor"** means a provider of wireless service or Data Provider who provides data or APIs which are listed on the Directory. **"Data Provider"** means any Mobile Network Operator or other company which are listing APIs on the Directory which allow third party Applications to access data.

**"Developer"** means an individual or entity that creates an Application or website offered to end users and uses the Interactive Services, Contributions or both made available through the Directory as a means for such an Application to be developed. **"Intellectual Property"** means anything that is or may be protected by an Intellectual Property Right such as, but not limited to,

works (including computer programs), performances, discoveries, inventions, trade-marks (including trade names and service marks), trade secrets, industrial designs, confidential information (including Confidential Information as defined herein).

**"Intellectual Property Right"** means any right that is or may be granted or utilized under any federal, provincial, state or local law regarding patents, copyrights, moral rights, trade-marks, trade names, service marks, confidential information (including Confidential Information as defined herein), industrial designs, mask work, integrated circuit topography, privacy, publicity, celebrity and personality rights and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application, registration, license, sub-license, franchise or agreement for any of the foregoing.

**"Mark"** means trade names, trade-marks, service marks, logos, marks or other business identifiers of any entity.

**"Service"** means the API Directory Service, which allows a Developer to obtain details of API services offered by Contributors. Developers can use the Service to access details of external API services as well as related terms of use of the API services provided by Data ProvideContributors. Developers can integrate the API services into their own applications based on the related terms of use of the API services provided by Contributors.

**"Use"** includes any act which, if committed without the proper authorization of the owner of an Intellectual Property Right, would constitute an infringement of such Intellectual Property Right.