

IEEE Membership Validator API License Agreement

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2. **Reservation of Rights.** All rights not expressly granted in these Terms are reserved by IEEE.
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4. **Restrictions.** The following activity is strictly prohibited:
 - (a) You may not use the APIs for any purpose other than those set forth in these Terms without IEEE’s prior written approval;
 - (b) You shall not submit any false or misleading information in your application to access and use the APIs and/or Content;
 - (c) You may not design, build, or develop any application utilizing or accessing the APIs in a manner inconsistent with what is allowed by these Terms;
 - (d) Except as otherwise expressly provided by IEEE, You shall not access or attempt to access the Content other than through the APIs;
 - (e) You shall not falsify or alter your API Key (defined below) or any other unique identifier in, or assigned to, your application, or otherwise obscure or alter the source of queries coming from your application;
 - (f) You shall reasonably assist IEEE, to the extent permitted or allowed, with understanding applications You have developed utilizing the APIs and the Content;

- (g) You shall not access the APIs and/or Content in a manner that would obfuscate Your means of entry into the IEEE environment.
- (h) You shall not reproduce, modify, distribute, decompile, disassemble, or reverse engineer any portion of the APIs or the Content, other than as provided in these Terms;
- (i) You shall not violate or attempt to violate the security of the APIs or the Content (e.g., accessing a server or account you do not have authorization for; attempting to test, scan, probe, or hack the vulnerability of the APIs or any network used by the APIs; attempting to circumvent any authentication measures; overload, flooding, or pinging the APIs);
- (j) You shall not transmit or otherwise make available any material that contains a software virus or any other computer code, files, or programs designed to: (i) interrupt, destroy, or limit the functionality of any equipment (including software and hardware), or (ii) spy on the activities of others;
- (k) You shall not use the APIs or the Content in a manner that, in IEEE's sole discretion, exceeds specified call/query volumes, constitutes abusive or excessive use, or otherwise fails to comply with or is inconsistent with these Terms;
- (l) You shall not use the APIs or the Content in any manner that exposes IEEE to any harm or liability of any nature;
- (m) You shall not make any representations or warranties about the APIs or the Content to any third party;
- (n) You shall not use the APIs or the Content in any manner that, in IEEE's sole discretion would violate the spirit of these Terms or impugn the reputation of IEEE;
- (o) You shall not use the APIs in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking/surveillance/interception/descrambling equipment, libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, gambling, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, weapons and accessories;
- (p) You shall not use the APIs or the Content in violation of any federal, state, or local law, rule or regulation, whether now existing or enacted in the future, or in any manner that would cause IEEE to violate any such laws, rules, or regulations.

5. **Content-Related Restrictions.** The License provided in these Terms is subject to Your compliance with the following restrictions regarding the Content:

- (a) You may only present the Content in response to an individual query; You may not present the Content in bulk format;
- (b) Unless otherwise expressly authorized by IEEE, You shall not retain or store any Content for any reason once the License or these Terms are terminated;
- (c) You shall not use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Content, or permit any third party to do the same;
- (d) You shall not present the Content in any manner so that it appears to be derived from a third-party website;
- (e) You shall not distribute the Content in a form that is harvestable by humans or machines;
- (f) You shall require all users accessing the Content through the APIs to agree not to retain or store the Content in bulk format, not to use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Content.

5. **Technical Restrictions.** Your use of the APIs and the Content is limited to the number of calls per minute, hour, day, etc. set forth on the Rate Limits displayed during the user registration process. You will not attempt to circumvent any technical measures IEEE may put in place to enforce the Rate Limits. IEEE reserves the right to change the Rate Limits at any time in its sole discretion.

6. **API Key.**

- (a) To gain access to one or more IEEE Membership Validator APIs, you must email your request to mga-im@ieee.org and agree to the Terms as well as all applicable IEEE policies including, but not limited to, the IEEE Policies and IEEE Privacy Policy.
- (b) IEEE will review your application and, if approved, will assign a unique, IEEE designated API keys (“API Key”) for each user. Each API is unique to each user. No individual user may have more than one API Key per API. Registration for multiple API Keys on a single API per use will be designated a breach of the Terms and may result in the termination of all API Keys.

- (c) The API Key enables you or your application to access and use the API and Content on a non-exclusive basis. All calls to the APIs made by you or your application must include your applicable API Key.
 - (d) You must keep your API Keys confidential and not share them with any third party. You are solely and entirely responsible for all uses of the APIs and the Content occurring under your API Keys.
 - (e) Should You become aware or have reason to believe Your API Key has been compromised You will immediately alert IEEE.
 - (f) You understand and agree that IEEE, in accordance with its Privacy Policy, collect and use data relating to Your use of the API(s) and/or Content.
7. **Other Restrictions.** Except as expressly authorized under these Terms, Licensee may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the APIs; or (ii) otherwise use the APIs on behalf of any third party.

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- (a) You understand and agree that all Content shall be and remains the sole property of IEEE. You obtain no ownership in the Content nor any license to use or maintain the Content, except as expressly stated herein.
- (b) Should Your use of the API result in the processing of personal data You shall: (a) process such personal data in accordance with all applicable laws, only for purposes reasonably necessary for the performance of Your obligations in accordance with any documented written instructions of IEEE (except where required otherwise by law); (b) treat such Content as confidential information of IEEE; (c) where such personal data is collected in the European Economic Area (“EEA”), not transfer such personal data to any location outside the EEA except in accordance with the safeguards required under the Regulation (EU) 2016/679 (the General Data Protection Regulation) and any applicable national legislation (“EU Data Protection Laws”); (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care; (e) co-operate fully with IEEE to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests); (f) immediately notify IEEE of any actual or suspected data breach involving the APIs or the Content and provide all available information; (g) not allow any third party to process such the Content or IEEE personal data without IEEE’s prior

written consent; and (h) delete or (at IEEE's choice) deliver to IEEE all records of such personal data upon termination of these Terms or (if earlier) upon the data no longer being required. References to 'personal data' and to 'processing' in this section, insofar as it concerns data collected in the EEA, shall have the meaning given to these terms under the EU Data Protection Laws. IEEE or its representative shall have the right, on reasonable notice, to review, inspect and/or audit Your security program, technical environment and business continuity arrangements and its compliance with the other requirements of this section.

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10. **Modifications to these Terms.** IEEE reserves the right, in its sole discretion to modify these Terms at any time. You shall be responsible for reviewing and being familiar with any such modification. Such modifications are effective upon first posting or notification. Use of the APIs following any such notification constitutes Licensee's acceptance of these Terms as modified.

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12. **Term and Termination.**

(a) These Terms shall become effective on the date upon which your API Key is issued and shall remain in effect for so long as you access or use the APIs or the Content, or until otherwise terminated in accordance with the provisions set forth herein. IEEE may suspend, or terminate all or any aspect of the APIs and the Content and/or your access to and use of the APIs and the Content, at any time for any reason.

(b) You may terminate these Terms, at any time for any reason, by ceasing to use the APIs and the Content, removing the implementation of the APIs from your application(s).

(c) In the event of termination of the APIs, the Content or these Terms, by either party, Your access and use of the APIs and the Content, and the License granted herein shall immediately terminate and You shall remove the APIs from Your application and the Content from Your system.

(d) In the event of Your breach of the Terms IEEE may take all action IEEE deems necessary including, but not limited to, termination of the Terms, termination or suspension of access, and referral to appropriated IEEE disciplinary committees.

13. **Representations.** You represent and warrant to IEEE that:

- (a) You are authorized to accept these Terms of Use in Your individual capacity or on behalf of the entity You represent;
- (b) Acceptance of these Terms and the License granted herein shall not violate any outstanding obligation you have to any third party;
- (c) You shall use the APIs and the Content strictly in accordance with the limitations set forth in these Terms;
- (d) Nothing you do with the APIs or Content provided shall violate the intellectual property or other rights of any third party; and
- (e) You have provided accurate registration information.

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17. **Indemnification.** Licensee shall, at its expense, defend, indemnify and hold harmless IEEE and its representatives from any and all losses, liabilities, or damages (including attorneys' fees and costs) resulting from any and all claims, causes of action, suits, proceedings, or demands against such companies arising from or related to Licensee's use of the APIs and/or Content.
18. **Confidentiality.** You shall not reveal to third parties, any material non-public information learned by you in the course of utilizing the APIs and/or the Content.
19. **Export Controls.** Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and Licensee shall not export, or allow the export or re-export of the APIs in violation of any such restrictions, laws or regulations. By downloading or using one or more APIs, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.
20. **Waiver.** IEEE shall not be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by IEEE, and then only to the extent specifically set forth in such writing. A waiver with reference to a particular event shall not be construed as a continuing waiver of any right or remedy as to a subsequent event.
21. **Limitations Period.** Except as otherwise prohibited by law, any claim or cause of action brought by you against IEEE and arising out of or related to use of an API or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
22. **Force Majeure.** IEEE will not be deemed to be in default of or to have breached any provision of these Terms as a result of any delay, failure in performance or interruption of the APIs or the Content, resulting directly or indirectly from acts of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond each party's reasonable control.
23. **Severability.** In the event of any invalidity of any provision of these Terms, the parties agree that such invalidity shall not affect the validity of the remaining portions of the

Terms, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

24. **Entire Agreement.** These Terms supersede any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.
25. **Section Headings.** Section headings in these Terms are for convenience only and have no legal or contractual effect.
26. **Independent Contractors.** You and IEEE are independent contractors under these Terms, and nothing herein will be construed to create a partnership, joint venture, franchise or agency relationship between IEEE and you. Neither party has any authority to enter into an agreement of any kind on behalf of the other party.
27. **No Third Party Beneficiaries.** No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Terms as a third-party beneficiary or otherwise.
28. **Assignment.** You may not assign, delegate, or transfer the rights and obligations under these Terms to any third party (including but not limited to a successor-in-interest, or pursuant to a sale, merger, or other corporate transaction) without the express prior written consent of IEEE, and any purported assignment in violation of this provision shall be null and void ab initio. You acknowledge that IEEE may assign any rights or obligations under these Terms without your consent. All the terms, provisions, and conditions of these Terms shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns.
29. **General Provisions.** These Terms shall be governed in all respects by the laws of the State of New York in the United States of America, excluding its conflicts of laws provisions. The state or federal courts in New York County, New York shall have exclusive jurisdiction and venue over all disputes between the parties arising out of these Terms, and you hereby irrevocably waive any objection to the jurisdiction of such courts over any such dispute, claim or controversy.