

IrDA® Bluetooth® SIG Membership Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IrDA Bluetooth SIG Member Agreement

The specification library located at <http://www.irda.org> ("Specifications") is owned by IrDA. Your access to and use of the OBEX and IrMC Specifications is governed by this IrDA Bluetooth *SIG* Member Agreement ("Agreement"). As used in this Agreement, "IrDA," "we," "us" or "our" refers to IrDA, and "you" or "your" refers to you, the IrDA Bluetooth *SIG* member. The Agreement below is the agreement you consented to upon becoming a IrDA Bluetooth *SIG* member. The Agreement does not apply to IrDA Members.

1. Access and Passwords

As part of the process you will be assigned a particular username and password in accordance with IrDA's username and password guidelines. **YOU AGREE THAT YOU ARE THE ONLY INDIVIDUAL ENTITLED TO ACCESS THE SPECIFICATIONS USING YOUR USERNAME OR PASSWORD, AND YOU AGREE NOT TO PERMIT OTHERS TO ACCESS THE SPECIFICATIONS USING YOUR USERNAME OR PASSWORD.** You may distribute the specifications to authorized users. "Authorized Users" are persons affiliated with you such as employees of your company regardless of the physical location of such persons.

The IrDA Bluetooth *SIG* member can also distribute a copy of the OBEX or IrMC specifications to an "Affiliate" to do work on their behalf. "Affiliate" shall mean any entity that is, directly controlled by, under common control of, or that controls the subject party. For purposes of this definition control means direct ownership of or the right to exercise (a) greater than fifty (50%) percent of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty (50%) percent of the ownership interest representing the right to make decisions for the subject entity.

2. Membership Fees and Payments

You agree to pay the annual fee prior to your downloading IrDA Specifications. All fees and charges are nonrefundable. IrDA may change the fee or add new fees or charges, by giving you notice in advance. At any time during their 12 month period, subscribers may upgrade to become an IrDA member.

3. Privacy

IrDA Bluetooth *SIG* member is agreeing that IrDA may store the information provided as part of the registration process. No one other than IrDA employees will receive the name, address, phone number, e-mail address, or other specific personal identifying information without your express prior consent, unless required by law.

You also agree and authorize that IrDA may use the information provided to contact you via email or online postings in order to: fulfill and to respond to your requests for information or services, and to inform you about new features, functionality, or options related to the membership. You may choose not to receive such information and/or to permit IrDA to use your information in this manner by simply notifying IrDA at information@irda.org.

4. Copyright and Restrictions

IrDA claims copyright in all IrDA publications and retains all rights including (without limitation) all copyright and other proprietary rights worldwide. You and your authorized users may not reproduce specifications to sell, distribute, publish, alter, translate, modify, or adapt the specifications (in whole or part) to create derivative works. To do any of these actions may infringe on any copyright or proprietary interest of IrDA.

Any authorized use of IrDA specification (in whole or in part) is under NONEXCLUSIVE USE LICENSE ONLY. There are no rights to sublicense, rent, lease or assign or transfer the license or transfer or assign the Agreement to another party. Unauthorized reproduction, transfer, and/or use may be a violation of criminal as well as civil law.

You are expressly prohibited from placing any specification on any electronic media, including, but not limited to, local or wide area networks, timesharing services, multiple processing units, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, or any server that is Internet-enabled, without written authorization by IrDA.

If you breach any provision of this Agreement, IrDA may immediately terminate this Agreement and all licenses granted hereunder without prior notice and in addition to any other available rights.

5. Intellectual Property Rights

The specifications provided to you by IrDA are IrDA's intellectual property and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to Intellectual Property Rights. "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights.

6. Trademarks

IrDA claims exclusive rights in its trade names, trademarks, service marks, collective membership marks and feature trademark marks (hereinafter collectively "trademarks"), including but not limited to the following trademarks: INFRARED DATA ASSOCIATION® (wordmark alone and with IR logo), OBEX™, IrMC™, IrSimple™, IrSimpleShot™ or IrSS™ wordmarks, IrDA (acronym mark alone and with IR logo), IR logo and MEMBER IrDA (wordmark alone and with IR logo). Any unauthorized use of IrDA trademarks is strictly prohibited.

7. Representations and Warranties

You represent and warrant to IrDA that: (a) you possess the legal right and ability to enter into this Agreement; (b) all information submitted by you to the IrDA is true and accurate; (c) you will be responsible for all use of your username and password even if such use was conducted without your authority or permission; (d) you are at least 18 years old; and (e) you will not use the Specifications for any purpose that is unlawful or prohibited by this Agreement.

8. Compliance and General

Membership in IrDA or use of IrDA publications does NOT constitute IrDA compliance. It is the sole responsibility of each manufacturer, whether or not an IrDA member, to obtain product compliance in accordance with IrDA Specifications. All rights, prohibitions of right, agreements and terms and conditions regarding use of IrDA publications and IrDA rules for compliance of products are governed by the laws and regulations of the United States. However, each manufacturer is solely responsible for compliance with the import/export laws of the countries in which they conduct business. The information contained in this document is provided as is and is subject to change without notice.

9. Print a Copy for Your Records

You agree to print or make an electronic copy of this Agreement (and any amendment from time to time) and retain it in your records. You also agree to make a copy of any other information that we deliver to you in writing.

10. Termination

IrDA may terminate your subscription and/or access, or suspend access to all or part of the Specifications, without notice, for any conduct that IrDA, in its sole discretion, believes is in violation of this Agreement, any applicable law, or any act which is harmful to the interests of another user, service provider, or IrDA may also elect not to renew your subscription and access by providing a notice of nonrenewal prior to the end of your current subscription term. Applicable sections of this agreement will survive any termination or expiration of this Agreement.

11. Applicable Law and Disputes

This Agreement is governed by the laws of the State of California, without regard to principles of conflict of laws. To the extent you have in any manner violated or threatened to violate IrDA's intellectual property rights, IrDA may seek injunctive or other appropriate relief in any state or federal court in the State of California, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Walnut Creek, CA. Any costs and fees other than attorney fees associated with the mediation will be paid by you.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

12. Amendments

IrDA may change the provisions of this Agreement. When IrDA changes the terms of this Agreement, IrDA will notify you by email. The changes will also appear in this document, which you can access any time. You already agreed to be bound by the changes when you first subscribed to the Specifications. If you do not agree to be bound by the changes, you should not use the Specifications again and you should cancel your subscription to the Specifications.