



## ITN BADGE DATA SERVICE

### Validation Kit Order Form

The BCARD badge produced by ITN International contains a NFC (Near Field Communication) tag. Its special security features prevent tampering and counterfeiting thereby ensuring event managers and security personnel that attendee credentials are valid. NFC tags also offer the capability to store a broader range of event related information while still maintaining attendee privacy. The benefits of this powerful media are designed to enhance the overall event experience for all participants.

The ITN Badge Data Service provides Event management, exhibitors and service providers a way to retrieve the data encoded on or associated with a BCARD badge.

The information is stored on the NFC tag as an NDEF record. NDEF (NFC Data Exchange Format) is an accepted standard for storing information on NFC tags. While the NDEF record contained on the BCARD can be easily read, the data is partially encrypted and therefore requires the Badge Data Service to provide a complete and properly deciphered record.

Retrieving the information from a badge involves 2 steps.

- 1) Using an NFC device to read the NDEF record contained on a badge.
- 2) Submitting the NDEF record to the ITN Badge Data Service which returns the badge information.

The technical aspects of reading the NDEF record from the NFC tag vary depending on the type of hardware and development language required. When building an application to work with a specific type of hardware, developers should refer to resources provided by the manufacturer to assist in software development.

The Badge Data Service requires 3 pieces of information (arguments) for every submission

- 1) Authentication Key
- 2) Activation Code
- 3) Device Identifier
- 4) Badge Data (Entire NDEF read from the badge)

**Authentication Key:** An Authentication Key is obtained by successfully demonstrating to ITN that you have properly used the Badge Data Service. Following validation, ITN will assign an Authentication Key.

The Validation Kit will contain 10 test badges. You must read the NDEF record from those badges and use the Badge Data Service obtain the properly deciphered information. The resulting data is to be submitted to ITN for validation.

The process of obtaining an Authentication need only be completed once.

An Authentication key will be provided to you in the Validation Kit. This key will only function in the validation environment until the certification process is completed.

**Activation Code:** An Activation Code is a unique value which enables the Badge Data Service to function for one exhibitor at one show. Activation codes are both event and exhibitor specific. An Activation code associated with a particular event will not function on badges for another event. An Activation code assigned to a specific exhibitor or must be only used to obtain data for that exhibitor. Using the same activation code for more than one unique exhibitor is a violation of the Terms and Use Agreement.

**Device Identifier:** A value of your choosing to identify which physical device requested the data. For example, Sales Area 1, Demo area 3 etc.

A sample Activation code will be provided in the Validation Kit. This code will only function on the test badges provided in the Validation Kit.

**USE OF THE BADGE DATA SERVICE REQUIRES SOFTWARE DEVELOPMENT TO READ THE NFC BADGE AND USE THE SERVICE.**

**THERE ARE NO REFUNDS ON ANY ORDERS.**

#### ORDERING COMPANY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

#### PAYMENT INFORMATION

BADGE DATA SERVICE VALIDATION KIT \$500.00

(Per-event Activation code sold separately)

\_\_\_\_\_  
Cardholder Name

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Card Number ☐ Visa ☐ MC ☐ Amex

\_\_\_\_\_  
Expiration Date Security Code

\_\_\_\_\_  
Cardholder Signature

I have read and agree to the ITN International Badge Data Service Terms of Use Agreement. I understand that the Badge Service Validation Kit is to be used for software development and testing in order to become validated by ITN as having properly used the Badge Data Service. Only upon validation by ITN will I receive an Authentication Key. I understand that in addition to the Authentication key a per-event Activation code will be required to use the Badge Data Service outside the validation environment.

\_\_\_\_\_  
Signature Date

#### ITN USE ONLY

Authentication Key \_\_\_\_\_ Date \_\_\_\_\_

### ITN BADGE DATA SERVICE

# Terms of Use Agreement

## Section 1: Definitions

**Activation Code.** "Activation Code" means a unique code which enables the Badge Data Service to function for one exhibitor at one show.

**Badge Data Service.** "Badge Data Service" means a web service provided by ITN International and any updates or other modifications thereto.

**Customer.** "Customer" means a single Exhibitor or a single Third-Party Vendor working on behalf of an Exhibitor.

**Device.** "Device" means a single device capable of using the Badge Data Service, including, by way of example and not by way of limitation, a mobile phone and reader used in combination for capturing attendee information during a Show. A single Exhibit at a Show may have multiple devices.

**End User.** "End User" means an individual who works on behalf of a single Customer during a Show.

**Exhibit.** "Exhibit" means a space, or combination of adjacent spaces that result in one contiguous space, at a Show, wherein such space or spaces are assigned to an Exhibitor by a Show organizer and are given a single Exhibit number by the organizer.

**Exhibitor.** "Exhibitor" means a single legal entity that presents products, services, or information at a Show.

**ITN International.** "ITN International" means ITN International, Inc., a US corporation of the State of Maryland with offices at 7972 C Old Georgetown Road, Bethesda, MD 20814.

**Show.** "Show" means any exhibition, convention, conference, or other event where entities assemble to present products, services, or information to attendees.

**Third-Party Vendor.** "Third-Party Vendor" means a single legal entity that provides data collection services to an Exhibitor during a Show.

## Section 2: Binding Contract

This Agreement is a binding contract that sets forth the allowable terms of use of the ITN International Badge Data Service. By submitting the ITN International Validation Kit Order Form, placing an order for the Badge Data Service activation code, downloading the Badge Data Service documentation or using the Badge Data Service, you agree to be bound by the terms of this Agreement. To the full extent permitted under applicable law, you waive any rights or requirements under the laws of any country or jurisdiction that requires a non-electronic signature or delivery of notices. By accepting this Agreement, you represent and warrant:

- You are at least 18 years of age and otherwise have the legal and actual capacity to enter into, and be bound by, a contract for the subject matter of this Agreement;
- The applicable laws of your country or jurisdiction do not prohibit you from using the Badge

Data Service or from entering into this Agreement; and

- To the extent that you accept this Agreement on behalf of your affiliated business entity, you are authorized to enter into this Agreement on behalf of such entity, and that both you, as an individual, and such entity will be bound by the terms of this Agreement upon your acceptance of it.

Nothing in this Agreement will be construed as establishing or implying any agency, partnership, joint venture, franchise, fiduciary, or employment relationship between you and ITN International. There are no third-party beneficiaries to this Agreement.

### **Section 3: License**

If you accept this Agreement, ITN International grants you a non-transferrable license to use the Badge Data Service on a device that is both physically located within one Exhibit and operated by the one Customer assigned to that Exhibit by the Show organizer. A single Badge Data Service Activation Code will be used only on such Devices by that one Customer during a single Show and exclusively for the benefit of a single Exhibitor. You represent and warrant that the Badge Data Service will not be used for any other purpose. You are fully liable for compliance with the terms of this Agreement.

A single Activation Code will be used only in association with visitors to one Exhibitor's Exhibit at one Show. Should you want to use the Badge Data Service for a second Exhibit, second Customer or second Show, you will need to obtain a second Activation Code from ITN International. You may not rent, lease, lend, sell, redistribute, sublicense, assign or otherwise transfer any rights under this Agreement.

At any time and without prior notice, ITN International may, at its sole discretion, discontinue, suspend, limit or otherwise modify the Badge Data Service. By way of example and not by way of limitation, ITN International, at its sole discretion may limit the number of requests from a particular Customer or End User to which the Badge Data Service will respond; or may stop the Badge Data Service from responding to all requests from a particular Customer or End User (or from all Customers and End Users).

ITN International has no obligation to maintain or otherwise support the Badge Data Service. In particular, ITN International does not represent or warrant that your use of the Badge Data Service will be error-free, nor that your use of it will be uninterrupted; and ITN International does not represent or warrant that the Badge Data Service will be free from corruption, attack, viruses, interference, hacking, or other security intrusions.

### **Section 4: Intellectual Property**

ITN International retains all right, title and interest, including intellectual property rights, in and to the Badge Data Service and any copies, improvements, derivations and updates thereof. Nothing in this Agreement will be construed to grant to you any right, title or interest (including any license) in or to the Badge Data Service, except as expressly set forth in this Agreement. Nothing in this Agreement gives you the right to sublicense or otherwise grant any right to anyone under any portion, or all, of the Badge Data Service.

You grant to ITN International, and further agree, at ITN International's request, to grant formally to ITN International, without further compensation, a royalty-free, worldwide, freely transferable, irrevocable, perpetual license to use and incorporate into the Badge Data Service any suggestion, request, recommendation or other feedback that you may provide.

### **Section 5: Limitations on ITN International's Liability**

The Badge Data Service and any services performed or provided by ITN International are provided "as is." Except as expressly stated in this Agreement or otherwise required by law, ITN International:

- Provides no warranties to you, either express or implied.
- Disclaims all warranties of merchantability or of merchantable quality or of fitness for any purpose, express, implied, specific, general or otherwise.
- Disclaims any express or implied warranty of non-infringement of any intellectual property rights.
- Disclaims any implied warranty arising by statute or otherwise in law or from a course of dealing or usage of trade.

You acknowledge and agree that ITN International makes no express or implied warranties with respect to the Badge Data Service. You will make no claim against ITN International on account of any claim of infringement of any intellectual property right.

You acknowledge and agree that you have independently verified that the Badge Data Service is appropriate for the purposes for which you intend to use it and that you did not rely upon any skill or judgment of ITN International in such selection. You are using your own discretion to use the Badge Data Service, and you accept the entire risk associated with such usage. You are solely responsible for any damages resulting from your use of the Badge Data Service.

To the maximum extent permitted by applicable law, in no event will ITN International, nor its directors, officers, employees, affiliates, agents, contractors or principals, be liable for any special, incidental, indirect or consequential damages (including by way of example and not by way of limitation, lost profits, lost savings, loss of goodwill, damages for business interruption, loss of business information, or any other pecuniary loss), nor for exemplary damages arising out of the use of, or the inability to use, the Badge Data Service or failure to provide support for the Badge Data Service, whether arising in tort, contract or any other legal theory, even if ITN International has been advised of the possibility of such damages.

In all events, the total liability of ITN International for any cause of action related to this Agreement, the Badge Data Service and/or services provided by ITN International (regardless of the form of action and regardless of whether the action arises in tort or contract or any other legal theory) will be limited to the amount actually paid by you to, and received by, ITN International pursuant to this Agreement during the 12 months immediately preceding any notice of the dispute served upon ITN International. Such limitations of liability shall not apply to damages for bodily injury (including death), nor to fraudulent conduct.

To the extent allowed by applicable law, you waive any right to pursue disputes on a class-wide basis; you waive the right either to join a claim with the claim of any other person or entity, or to assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration or other proceeding. To the extent allowed by applicable law, you waive any right to trial by jury in any lawsuit, arbitration or other proceeding.

The provisions of this section state your exclusive remedy. The foregoing exclusions and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Some states or jurisdictions may not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties, so the above limitations may not apply.

## **Section 6: Privacy and Data Usage**

ITN International may collect and process information regarding you and the Customer to the extent allowed by relevant law. An End User of the Badge Data Service may be asked for information during a registration process, and you represent and warrant that such information will be correct.

You agree that ITN International may collect and use all information related to the use of the Badge Information Service, including technical information about the platform running the Badge Data Service; usage of the Badge Data Service by a particular Customer or End User; and personally identifiable information including each transaction processed through the Badge Data Service. ITN International may use such information, as long as such usage is consistent with applicable law. ITN International may share all such information, in all forms, both with Show organizers and law enforcement agents, and pursuant to judicial order.

You will not violate any applicable law or regulation with your use of the Badge Data Service. Thus, by way of example and not by way of limitation, you will not use the Badge Data Service to communicate any material that is in violation of anyone's intellectual property rights, likely to result in civil liability, or that is, or assists, criminal conduct. You will not use the API to invade the privacy of another. You will not use the Badge Data Service in any manner likely to damage or otherwise interfere with the Website or network of another entity.

You will use commercially reasonable efforts to protect information collected via the Badge Data Service, including personally identifiable information, from unauthorized access or use and will immediately advise ITN International of any unauthorized access or use of such information.

You agree to hold ITN International harmless from any claim made by anyone against ITN International relating to your use, or misuse, of the Badge Data Service or data collected thereby.

## **Section 7: Severability and Waiver**

If any provision of this Agreement, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part of a provision will not affect the other provisions of this Agreement or the remainder of each provision in question, which shall remain in full force and effect. Each invalid, illegal or unenforceable provision will be treated by any such court or administrative body as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and achieve, to the greatest extent possible, the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision. Each such invalid, illegal or unenforceable provision will be enforced as so modified.

No failure by ITN International to exercise or enforce, and no delay by ITN International in exercising or enforcing, any right, remedy or provision of this Agreement will operate as a waiver of such right, remedy or provision. No single or partial exercise or enforcement of any right, remedy or provision by ITN International will preclude any other or further exercise or enforcement by ITN International of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

## **Section 8: Entire Agreement**

This Agreement constitutes the entire agreement between you and ITN International with respect to the subject matter hereof and supersedes all other prior agreements and understandings, oral and written, between you and ITN International with respect to the subject matter hereof. This Agreement may only be modified by a writing issued by an authorized officer of ITN International.

## **Section 9: Governing Law**

The Agreement will be interpreted, and the rights and liabilities of the Parties will be determined, in accordance with the laws of the United States and the State of Maryland, without regard to the conflicts of laws thereof. To the extent that the Agreement contemplates and permits either you or ITN International to bring an action in court of competent jurisdiction, you and ITN International agree to submit irrevocably to the state and federal courts located in Montgomery County, Maryland, and you and ITN International agree that such courts will be the exclusive venue for all Parties in any such proceedings.