

## Worldcoin Developer Portal Terms

Thank you for using the Worldcoin Developer Portal, the Worldcoin APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the additional terms (collectively with all related policies and guidelines, "Developer Terms") below, incorporated into the Worldcoin User Terms and Conditions at [worldcoin.org/tos](https://worldcoin.org/tos) ("User Terms") by reference. **These APIs are provided to you AS-IS with all defects, and no technical or other support is included.**

Additionally, we collect additional personal data as part of your participation and usage of the Worldcoin Developer Portal. The type of data and the purposes for which we collect and process the data is stated in Section 2.2 below and supplements the Worldcoin Privacy Statement at [worldcoin.org/privacy-statement](https://worldcoin.org/privacy-statement) ("Privacy Statement"), incorporated herein by reference.

If there is a conflict between these terms and User Terms or the Privacy Statement, then these terms will control for that conflict. You agree to comply with the Developer Terms and that the Developer Terms control your relationship with us. So please read all the Developer Terms carefully.

### 1. Account and Registration

#### 1.1. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Developer Terms and by accepting the Developer Terms, you are doing so on behalf of that entity (and all references to "you" in the Developer Terms refer to that entity).

#### 1.2. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Worldcoin will always be accurate and up to date and you'll inform us promptly of any updates.

#### 1.3 Developer Credentials

Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials.

## **2. Using Our APIs**

### **2.1. Permitted Access**

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Worldcoin assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

### **2.2 Additional Data**

(a) In addition to the data we collect and process as stated in the Privacy Statement, we collect the following additional data from you:

- Your name and email address,
- The name of your team, and
- The names and email addresses of your teammates who will be working with you on the Developer Portal.

(b) We use the data above for the following purposes:

- We use your name and email to establish the developer account and using the information as a unique identifier
- We use the information to provide support to you.
- We may contact you regarding your use of the APIs (such as when another developer invites you to join, or when there is a critical security message that you need to know or act on).
- When you permit us to do so, we may send you updates, news, and other promotional content related to the APIs.

### **2.3. API Limitations**

Worldcoin sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. Please contact Worldcoin at [discord.gg/worldcoin](https://discord.gg/worldcoin) if you would like to use any API beyond these limits.

## **2.4. Open Source Software**

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Developer Terms, the open source license instead sets forth your agreement with Worldcoin for the applicable open source software.

## **2.5. Communication with Worldcoin**

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

## **2.6. Feedback**

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

## **2.7. Non-Exclusivity**

The Developer Terms are non-exclusive. You acknowledge that Worldcoin may develop products or services similar to the API Clients or any other products or services.

## **3. Your API Clients**

### **3.1. Security**

The APIs are designed to help you enhance your websites and applications ("API Client"). You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

### **3.2. Ownership**

Worldcoin does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the data that is accessed through our APIs.

### **3.3. User Privacy**

You will comply with all applicable privacy laws and regulations including those applying to personal data. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information with third parties.

## **4. Prohibitions**

In addition to the prohibited uses stated in the User Terms, when using the APIs, you may not (or allow those acting on your behalf to):

- Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
- Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
- Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
- Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
- Remove, obscure, or alter any Worldcoin terms of service or any links to or notices of those terms.
- Unless otherwise specified in writing by Worldcoin, Worldcoin does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Worldcoin unless you have received prior written consent to such use from Worldcoin.

## **5. Content and Content Contribution**

### **5.1. Content Accessible Through our APIs**

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Developer Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### **5.2 Contribution**

“Contribution” shall mean any original work of authorship, including the API Client and any modifications or additions to an existing work (“Work”), that you submit to the Worldcoin Developer Portal.

### **5.3 Copyright License to the Contribution**

Subject to these Developer Terms, You hereby grant to Worldcoin and to other developers on the Worldcoin Developer Portal a perpetual, worldwide, nonexclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Contributions and such derivative works.

### **5.4 Patent License to the Contribution**

Subject to these Developer Terms, You hereby grant to Worldcoin and to other developers on the Worldcoin Developer Portal a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to those patent claims licensable by you that are necessarily infringed by the Contribution alone or by combination of the Contribution with the Work to which such Contribution was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under these Terms for that Contribution or Work shall terminate as of the date such litigation is filed.

### **5.5 Representations and Warranties**

(a) You represent that you are legally entitled to grant the above license. If your employer has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions, or that your employer has executed a separate contribution license agreement with Worldcoin.

(b) You represent that each of your Contributions is your original creation. You represent that your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

(c) You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

(d) Should You wish to submit work that is not Your original creation, You may submit it to Worldcoin separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as “Submitted on behalf of a third-party: [named here].”

You agree to notify Worldcoin of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

## **5.6. Prohibitions on Content**

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

- Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- Misrepresent the source or ownership; or

- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## **6. Brand; Attribution**

### **6.1. Brand**

"Brand" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Developer Terms do not grant either party any right, title, or interest in or to the other party's Brand. All use by you of Worldcoin's Brand (including any goodwill associated therewith) will inure to the benefit of Worldcoin.

### **6.2. Attribution**

You agree to display any attributions required by Worldcoin as described in the documentation for the API. Worldcoin hereby grants to you a non-transferable, non-sublicenseable, nonexclusive license while the Developer Terms are in effect to display Worldcoin's Brand for the purpose of promoting or advertising that you use the APIs. You must only use the Worldcoin Brand in accordance with the Developer Terms and for the purpose of fulfilling your obligations under this Section. In using Worldcoin's Brand, you must follow the Worldcoin trademark usage guidelines. You understand and agree that Worldcoin has the sole discretion to determine whether your attribution and use of Worldcoin's Brand are in accordance with the above requirements and guidelines.

### **6.3. Promotional and Marketing Use**

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Worldcoin products, Worldcoin may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

## **7. Termination**

### **7.1. Termination**

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Developer Terms, you must provide Worldcoin with prior written notice and upon termination, cease your use of the applicable APIs. Worldcoin reserves the right to terminate the Developer Terms with you or discontinue the

APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

## **7.2. Your Obligations Post-Termination**

Upon any termination of the Developer Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Worldcoin Brand, and delete any cached or stored content that was permitted by the cache header under Section 5. Worldcoin may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

## **7.3. Surviving Provisions**

When the Developer Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.