

## Terms and Conditions

This site is operated by ETSI for the purpose of the Software Development Group TFS. When creating an account to access to the site, you agree to abide to the Terms and Conditions described hereafter.

### 1. Definitions:

- **You:** a physical person, entering into this Agreement with ETSI, either as an Individual User or an Individual Contributor.
- **Individual User:** physical person creating an account in accordance with the present Terms and Conditions.
- **Individual Contributor:** physical person (1) creating an account in accordance with the present Terms and Conditions and (2) abiding to the Individual Contributor License Agreement to submit Contributions.
- **Contribution:** contribution as defined in the Individual Contributor License Agreement agreed to by an Individual Contributor.
- **Service:** service provided to You in accordance with the present Terms and Conditions and as described in article 4 hereafter.

### 2. Information and requirements to create and use an account:

2.1 You must provide a valid e-mail address for ETSI to complete the signup process and to communicate with you for any notification in relation with your account. ETSI also asks you, in good faith, to provide us with your real name and surname. Accounts generated by bots or automated methods are not permitted.

2.2 Creating an account is not subject to payment of a fee.

2.3 Your account is for your own use only and may not be shared with a third party.

2.4 The TFS site aims to provide support and information for TFS activities and may not be used for any other purpose. In particular, the site may not be used for any unlawful purpose, such as but not limited to, conducts qualifying as defamation, harassment, discrimination. Also, conducts leading to an interruption of the normal flow of dialogue within this site or the interruption of any aspect of the operation of this site are also forbidden.

### 3. Management of your account:

3.1 You are responsible of the administrative management of your account (password, update of personal information etc...).

3.2 ETSI provides you with authentication tools to help you secure your account. However, you remain responsible of securing your account and commit:

- Not to share your login or password.
- To notify ETSI if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.
- To change your password if requested to do so by ETSI.

### 4. Service associated with your account:

4.1 Creating an account allow both Individual Users and Individual Contributors to access to the code and documentation of the TFS software, to read it, and to send bug reports to ETSI.

4.2 In addition to the above, Individual Contributors can also submit a Contribution. Should the owner of the account cease to qualify as an Individual Contributor, ETSI shall have the right to upgrade the account to limit it to the Service described in 4.1 hereabove.

## **5. No warranties/no liability**

To the extent permitted by French law, the site and the Service are provided “as is” and “as available”, without any warranties of any kind, such as, but not limited to, merchantability, fitness for a particular purpose, security, non-infringement.

ETSI does not guaranty that the Service will meet your requirements, will be uninterrupted, secured or error-free. ETSI does not provide any guarantee either that potential defects or errors on the site will be corrected. You assume full responsibility and risk of loss or damages resulting from your use of the site, its content, and the Service.

To the extent permitted by French Law, ETSI shall not be held liable to You or any third party for any loss or damage arising in relation with the present Terms and Condition, the site, or the Service, including any incidental, indirect, special, consequential, or exemplary damages.

## **6. Suspension of your account by ETSI:**

In the case your account remains inactive for a period of 6 months, ETSI may suspend your account. This suspension shall automatically end the next time you log to your account, without requesting further action from you.

## **7. Personal Data:**

You are informed and acknowledges that ETSI collects, processes and stores the personal data you provide us with when creating your account, in accordance with the GDPR European Regulation and with the [ETSI Privacy Policy](#). ETSI needs in particular to process the Personal Data you provide us to fulfil contractual requirements with you (article 6.1 b of the GDPR Regulation) for the purpose of:

- Processing the creation of your account.
- Maintaining your account and allow you to access to the Service.

In case of comments or questions about this [ETSI Privacy Policy](#) or to exercise the rights described in it (section “Your Rights”), please contact [privacy@etsi.org](mailto:privacy@etsi.org).

## **8. Evolution of terms and conditions**

ETSI reserves the right to change the present Terms and Conditions at any time. ETSI shall notify to You the substantial updates of the Terms and Conditions.

## **9. Termination**

10.1 You may terminate this agreement at any time, by notifying ETSI at [helpdesk@etsi.org](mailto:helpdesk@etsi.org) to close your account. Upon the closing of your account, you will no longer have access to the Service.

10.2 ETSI may also terminate this agreement at any time, by notifying You via your e-mail address. ETSI shall have the right in this case to delete your account after sending this notification. In the event You breach the present terms and conditions, ETSI may delete your account immediately.

## **10. Dispute and resolution**

The present Terms and Conditions are governed by French Law. Any dispute arising from them shall be settled by the Court of Grasse, France, which shall be sole competent.