

## **Knowledge Sharing Platform (KSP) Terms of Usage**

### **1. INTRODUCTION**

**Please read these Knowledge Sharing Platform (“KSP”) Terms of Usage carefully before using the KSP.** The following terms and conditions (these “**Terms of Usage**”) govern your use of the KSP. These Terms of Usage are a binding legal agreement between you and [Tech Against Terrorism] and by accessing or using the KSP, you agree to be bound by these Terms of Usage. If you do not accept these Terms of Usage, you are kindly requested not to use the KSP any further. Registration as a Registered User requires your express acceptance of these Terms of Usage. Wherever used in these Terms of Usage, “**you**”, “**your**” or similar terms shall mean and refer to the individual or legal entity accessing or using the KSP. If you are accessing or using the KSP on behalf of a company (such as your employer) or some other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Usage.

### **2. REGISTERED USERS**

In order to gain access to the KSP, you must create a profile and register as a user (a “**Registered User**”). Only employees of an Authorised Organisation who are over eighteen (18) years of age are permitted to become Registered Users and gain access to the KSP. “**Authorised Organisation**” means an organisation that has completed Tech Against Terrorism’s full assessment requirements.

In order to become a Registered User and access the KSP, you need a password. You may choose your own password in compliance with Tech Against Terrorism’s then current password requirements, and such password must be used with your username when logging into the KSP. Alternatively, Tech Against Terrorism can send a password to you. Your password to the KSP is personal and you will not share or transfer it or otherwise make it available to anyone else. It is your responsibility to ensure that your password does not fall into the hands of a third party. You will be responsible for any and all statements made, and acts or omissions that occur, by or through the use of your password. If you become aware of, or have any other reason to believe that there has been, any loss, theft or unauthorised use of your password, you will inform Tech Against Terrorism thereof immediately. Tech Against Terrorism reserves the right to disable or change passwords at any time, including if Tech Against Terrorism becomes aware of a risk that any password has been compromised or is used in violation of these Terms of Usage.

As a condition to accessing or using the KSP, you will furnish accurate and complete contact and other information requested by Tech Against Terrorism and notify Tech Against Terrorism immediately in the event of any change in such information.

### 3. ACCEPTABLE USE

As a condition to accessing or using the KSP, you represent, warrant and covenant that you will not, and will not authorize or permit any other individual or legal entity to, use the KSP for any purpose that is unlawful or prohibited by these Terms of Usage, you will abide by all applicable local, state, national, and international laws and regulations, and you will be solely responsible and liable for all acts or omissions that occur while you (or any other individual or entity on your behalf) is accessing or using the KSP. In addition, you will not, and will not authorise or permit any other individual or legal entity to, access or use the KSP in any way that:

- Transmits or uploads, or results in the transmission or uploading, to the KSP of any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- Interferes with or disrupts the KSP or any associated networks or servers;
- Deletes or obscures any legal notices, disclaimers or proprietary notices;
- Involves gaining, or attempting to gain, unauthorised access to the KSP, other accounts, computer systems or networks connected to the KSP, through password misuse, mining or any other means;
- Interferes with access to, or the use and enjoyment of, the KSP by any other user.
- Is threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Tech Against Terrorism, in its sole discretion, deems inappropriate;
- Accesses, collects, or stores personal information about others;
- Violates, infringes or misappropriates the rights of anyone else, including another person's right to privacy;
- Impersonates any person, business, entity, or IP address (e.g., IP spoofing);
- Involves uploading, posting, emailing, transmitting, or otherwise making available any materials that you do not have a right to make available under any law;
- Is commercial in nature, including, for example, advertising, promotional, or marketing materials, or spam, phishing, or other unsolicited messages;
- Imposes an unreasonable or disproportionately large load on Tech Against Terrorism's infrastructure, including transmitting spam or using other unsolicited mass emailing techniques;
- Alters, damages, or deletes any content provided by Tech Against Terrorism; or
- Otherwise violates these Terms of Usage or any other guidelines or policies provided by Tech Against Terrorism from time to time, including the Tech Against Terrorism Privacy Statement.

Unauthorised use of the KSP may give rise to a claim for damages and/or be a criminal offence.

#### **4. LINKS TO THIRD PARTY WEBSITES OR MATERIALS.**

The KSP may include links to third party websites (“**Linked Websites**”). These links are provided for your convenience and to provide further information. Different terms and conditions may apply to your use of Linked Websites. Nothing contained in these Terms of Usage or included in or on the KSP, shall be construed to grant any licence or right for you to access or use Linked Websites or any content available on or from Linked Websites. Tech Against Terrorism makes no warranties with regard to the accuracy, reliability, accessibility, completeness, timeliness, or non-infringement of any content available on or from any Linked Website, and Tech Against Terrorism shall not be responsible for any losses, damages, costs, expenses, awards or other liabilities incurred as a result of your access to or use of, or your inability to access or use, Linked Websites. Inclusion of links to another website does not signify that Tech Against Terrorism endorses such website or any organisation or individual associated with it, nor do views expressed on such website necessarily express the views of Tech Against Terrorism or the United Nations.

#### **5. INDEMNIFICATION**

You will indemnify and hold harmless, and at the option of Tech Against Terrorism, defend Tech Against Terrorism and its subsidiaries and affiliates, officers, directors, employees, shareholders, members or agents harmless from and against any and all losses, damages, liabilities and expenses (and all legal costs including attorneys' fees, court costs, expenses and settlements resulting from any action or claim) arising out of, in connection with or resulting from (i) your use of, or inability to use, the KSP or materials provided by the KSP or any content contained in or on the KSP, or any information or materials you submit, upload, post, transmit, or make available in, on or through the KSP, (ii) the failure to safeguard your password or other account information, (iii) any violation of these Terms of Usage, the Privacy Statement (as defined below), or any other policy referenced in these Terms of Usage, (iv) any applicable law or regulation, or the rights of any third party, or (v) any disruption of the KSP, or the systems on or through which the KSP is made available, caused by you or others acting on your behalf. In the event Tech Against Terrorism elects to control the defense or settlement of any matter for which it seeks indemnification hereunder, you will fully cooperate with Tech Against Terrorism in such defense and settlement.

#### **6. DISCLAIMERS**

The KSP and all information, resources, content, and other materials contained therein (collectively, the “**KSP Materials**”) are provided on an “AS IS” and “AS AVAILABLE” basis, with all faults and without any representations, warranties or guarantees of any kind. To the fullest extent permitted by applicable law, Tech Against Terrorism disclaims all representations, warranties, and guarantees, whether express, implied or statutory, including, without limitation, any warranty of merchantability, noninfringement of third parties' rights, fitness for a particular purpose. In addition, Tech Against Terrorism makes no representations, warranties or guarantees with regard to the accuracy, availability, reliability, accessibility, completeness, effectiveness, appropriateness or timeliness of the



KSP or the KSP Materials, or the likelihood that use of the KSP or the KSP Materials will or may reduce the occurrence or adverse effects of acts of terrorism. You acknowledge that the KSP and the KSP Materials may contain inaccuracies or errors and Tech Against Terrorism expressly disclaims any and all liability and responsibility for any such inaccuracies or errors to the fullest extent permitted by applicable law. The views expressed in or on the KSP or the KSP Materials do not necessarily express the views of the Tech Against Terrorism Project or the United Nations. Tech Against Terrorism does not represent, warrant or guarantee that the KSP will be operational, secure, error-free, or virus free. You use the KSP and the KSP Materials will be at your own risk.

## **7. USE OF MATERIALS ON THE KSP**

All KSP Materials (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) are the exclusive property of and owned by Tech Against Terrorism, its licensors or its content providers or other third parties and are protected by copyright, trademark and other applicable intellectual property laws. Any resources that are directly downloadable from the KSP ("**Downloadable Materials**") are clearly identified as such on the KSP. You may access, copy, download and print the Downloadable Materials, provided you do not modify, remove, obscure or delete any copyright, trademark, or other proprietary notice that appears on such materials. All other KSP Materials are for reference purposes only, and to be accessed and viewed only while you are logged into the KSP. Except as set forth above, any use of KSP Materials (including, without limitation, modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works based upon, any KSP Materials) is expressly prohibited. You will abide by all additional restrictions displayed on the KSP as it may be updated from time to time. Tech Against Terrorism and its licensors and content providers, as applicable, retain full and complete title to the KSP Materials, including, without limitation, all associated U.S. and foreign copyrights, trade secrets, trademarks, patents and other intellectual property rights. Your permission to access and use the KSP Materials is subject to revocation by Tech Against Terrorism at any time in its sole discretion. Tech Against Terrorism retains all rights that are not otherwise expressly granted in these Terms of Usage.

## **8. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT (I) YOU WILL BE FULLY AND SOLELY RESPONSIBLE FOR YOUR USE OF THE KSP AND THE KSP MATERIALS, (II) ANY INFORMATION OR MATERIALS YOU SEND OR RECEIVE IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE KSP MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES, AND (III) YOUR ACCESS TO AND USE OF THE KSP AND THE KSP MATERIALS IS ENTIRELY AT YOUR OWN RISK AND THAT THE KSP AND THE KSP MATERIALS ARE MADE AVAILABLE TO YOU AT NO CHARGE. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TECH AGAINST TERRORISM NOR ITS LICENSORS OR THIRD PARTY CONTENT PROVIDERS, OR ITS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, OR AGENTS (COLLECTIVELY, "**TAT PARTIES**"), WILL



BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE KSP OR THE KSP MATERIALS, OR FROM ANY ACTIONS TECH AGAINST TERRORISMS TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO TECH AGAINST TERRORISM OR OTHERWISE, OR ANY DELAY IN OR INABILITY TO ACCESS OR USE THE KSP, THE KSP MATERIALS, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH THE KSP, OR OTHERWISE ARISING OUT OF THE USE OF THE KSP OR THE KSP MATERIALS, REGARDLESS OF THE LEGAL THEORY ASSERTED (WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH DAMAGES ARE FORESEEABLE OR TECH AGAINST TERRORISM OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, OR NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ALTERATION, LOSS, OR USE OF, OR UNAUTHORIZED ACCESS TO, ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER TECH AGAINST TERRORISM NOR ITS THIRD PARTY SERVICE PROVIDERS OR ANY OTHER TAT PARTY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OF THE KSP. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH TECH AGAINST TERRORISM OR ANY OTHER TAT PARTY IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THE KSP. YOU AND TECH AGAINST TERRORISM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE KSP OR THE KSP MATERIALS WILL BE DEEMED IRREVOCABLY WAIVED IF NOT COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **9. SUSPENSION AND TERMINATION**

- A.** Tech Against Terrorism may suspend or terminate your right to access to and use of all or any part of the KSP and the KSP Materials at any time for any reason or for no reason (including, without limitation, for any violation of these Terms of Usage) without having any liability to you or any third party. If Tech Against Terrorism does so, any rights granted to you herein will immediately cease, and you will have no recourse and Tech Against Terrorism will have no liability as a result of any such suspension or termination, as the case may be.
- B.** After your profile is deleted, you will no longer have access to services on the KSP which require your registration and/or login as a Registered User.

- C. All provisions of these Terms of Usage relating to warranties, indemnities, confidentiality obligations, proprietary rights, and limitation of liability will remain effective after any suspension or termination of your access to or use of the KSP or the KSP Materials.
- D. Termination of your access to or use of the KSP or the KSP Materials will not waive or affect any other right or relief to which Tech Against Terrorism may be entitled at law or in equity or by contract.

## **10. APPLICABLE LAW AND VENUE**

The laws of the United Kingdom shall govern these Terms of Use and your access to and use of the KSP and the KSP Materials, and you hereby irrevocably consent to the jurisdiction of the courts located in United Kingdom for any action arising out of or relating to these Terms of Usage. Tech Against Terrorism recognizes that it is possible for you to obtain access to the KSP from any jurisdiction in the world, but Tech Against Terrorism has no practical ability to prevent such access. The KSP has been designed to comply with the laws of the United Kingdom. If any KSP Materials, or your use of the KSP, is contrary to the laws of the place where you are when you access such items, then the KSP and the KSP Materials are not intended for you, and Tech Against Terrorism requests that you not use the KSP or the KSP Materials. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## **11. DATA PROTECTION NOTICE**

The protection of individual personal and company data is an important concern of Tech Against Terrorism. The current version of the KSP Privacy Statement is available at [ksp.techagainstterrorism.org/privacystatement](http://ksp.techagainstterrorism.org/privacystatement) (the "**Privacy Statement**"). The Privacy Statement is subject to change by Tech Against Terrorism at any time and from time to time, so you should review it with regularity and care. The Privacy Statement governs how the information that you provide and data from your use of the KSP may be collected, used, disclosed, and shared in accordance with the Privacy Statement and privacy laws, rules and regulations. Tech Against Terrorism uses this data as described in the Privacy Statement. If you do not want such information to be so collected, used, or shared, you may opt out of such uses as described in the Privacy Statement.

## **12. MODIFICATIONS**

Tech Against Terrorism may modify these Terms of Usage, in whole or in part, at any time and from time to time, at its discretion, and such modifications will be effective upon being posted on the KSP. You are responsible for reviewing these Terms of Usage to ensure that you are aware of any modifications made to these Terms of Usage. Your continued use of the KSP after any modifications to these Terms of Usage or other policies means you accept such modifications. The content of the material within the KSP is subject to change without notice.

### **13. USAGE MONITORING**

Tech Against Terrorism may, without any other notice to you, monitor your usage of the KSP and the KSP Materials for its own records.

### **14. IDEA SUBMISSION/USE OF INFORMATION**

If you submit to Tech Against Terrorism or the KSP any comment, feedback, suggestion, or any other material (“**Feedback**”) (excluding any illegal content), you hereby assign to Tech Against Terrorism all ownership in and to such Feedback, and all intellectual property rights therein, and you hereby acknowledge and agree that Tech Against Terrorism will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation to you. To the extent the foregoing is deemed ineffective, you will and hereby do grant to Tech Against Terrorism a perpetual, irrevocable, world-wide, royalty-free, paid-up non-exclusive right and license, with the right to grant sublicenses (through multiple levels) to use, display, reproduce, modify, create derivative works based upon, and distribute, the Feedback in whole or in part, in any and all media, whether alone or together or as part of any material of any kind or nature. By submitting Feedback, you represent and warrant to Tech Against Terrorism that you have all necessary rights in and to such Feedback and all information it contains and that such Feedback does not violate, infringe or misappropriate any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

### **15. ENTIRE AGREEMENT AND ADMISSIBILITY**

These Terms of Usage and any policies or operating rules posted on the KSP constitute the entire agreement and understanding between you and Tech Against Terrorism with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Usage will be admissible in judicial or administrative proceedings based on or relating to use of the KSP or the KSP Materials to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **16. SEVERABILITY**

If any part of these Terms of Usage is found to be unenforceable, that part will be limited to the minimum extent necessary so that these Terms of Usage will otherwise remain in full force and effect.

### **17. CONTACT TECH AGAINST TERRORISM**

Any questions regarding these Terms of Usage should be directed to [contact@techagainstterrorism.org](mailto:contact@techagainstterrorism.org)

**Materials You Submit.**

You acknowledge that you are responsible for any material you may submit via the KSP, including the legality, reliability, appropriateness, originality, and copyright of any such material. You may not upload to, distribute, or otherwise publish through the KSP any content that: (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal, or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the KSP.

If you do submit material, and unless Tech Against Terrorism indicate otherwise, you grant Tech Against Terrorism and its affiliates an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from or distribute. You further agree that Tech Against Terrorism is free to use any ideas, concepts, and know-how that you or individuals acting on your behalf provide to Tech Against Terrorism. You grant Tech Against Terrorism and its affiliates the right to use the name you submit in connection with such material, if they so choose. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Tech Against Terrorism for all claims resulting from content you supply.