

Consumer IoT Security Accreditation (CIS) Website - Terms and Conditions

The website is solely for the use of GCF members and third parties with a legitimate interest in accrediting the security functionality of consumer IoT devices. If you do not represent such a party, your request will be rejected by the GCF Office. .

Please read the terms and conditions of use below before agreeing to this declaration.

1. Scope

This document covers the TERMS AND CONDITIONS of the Global Certification Forum (GCF) Ltd regulating access to and use of the CIS Website.

2. Definitions

In this agreement the following words and expressions shall have the following meaning:

'Access(ed)' shall mean access to the CIS Website via electronic means.

'Documentation/Information' shall mean all information including information contained in files, in any format whatsoever, originating from the GCF or from an alternative source which is contained in the CIS Website.

'GCF' shall mean the Global Certification Forum (GCF) Ltd or agents acting for and on behalf of the Global Certification Forum (GCF) Ltd.

'CIS Website' shall mean the website on **Consumer IoT Security Accreditation (CIS)** accessible by a User and managed by the GCF.

'Retrieved' or 'Retrieval' shall include Access to Documentation/Information which thereafter is received, viewed or stored in any format.

'CIS Website Area' Shall mean a part of the CIS Website which is separately administered with respect to Access to and use by a User.

'User' shall mean the person who is granted Access.

'User Administrator' shall mean an employee, officer or duly authorised agent of the GCF who has been duly appointed to manage the administration of Access to at least one CIS Website Area on the CIS Website.

3. Responsibility of the User

3.1. Duty of Non-Disclosure and Confidentiality

3.1.1

All Documentation/Information is proprietary to the GCF and may constitute confidential information unless otherwise stated or made public. The User shall preserve the confidentiality of all such Documentation/Information whether or not marked as such and shall abide by the procedural guidelines, specific to the CIS Website and each CIS Website Area, concerning distribution of confidential Documentation/Information for the CIS Website and each CIS Website Area or parts thereof which may be issued to a User by the GCF from time to time.

3.1.2

Furthermore, it shall be the responsibility of the User to ensure that employees of the User's organisation only receive Documentation/Information on a 'need to know' basis and preserve the confidentiality of all Documentation/Information as required under 3.1.1 above and that same is kept under secure conditions no less rigorous than those used for confidential information of the User's organisation, but in any event, taking all necessary precautions for their safe custody, Retrieval and disposal.

3.1.3

The duty of non-disclosure and confidentiality set out above shall not apply to Documentation/Information

(a) which becomes available to the public through no wrongful act of the person retrieving; or
(b) is or comes into the public domain or otherwise ceases to be of a confidential nature other than as a result of wrongful disclosure hereunder by the User; or
(c) becomes available to a User on a non-confidential basis from a source other than the disclosure through the CIS Website; or
(d) is separately generated by a User who is not privy to the Confidential Information; or
(e) is required to be disclosed by any law or order of a court of competent jurisdiction, recognised stock exchange, governmental department or agency provided that the User (where legally permitted to do so) promptly notifies the GCF of any such requirement, takes full account of any reasonable representations made by the GCF in connection therewith and uses its best efforts to ensure that confidential treatment is accorded to the confidential Information disclosed.

3.1.4

Third Parties not being GCF members agree to not to refer to any products listed on the CIS Website to be “GCF Certified” or similar, nor to claim GCF membership including any usage of the GCF logos in connection with presenting or marketing of products.

3.1.5

The provisions of this clause 3.1 shall apply to the User during the term of this agreement and shall continue to apply after the termination of this agreement without limit in point of time but shall cease to apply to information or knowledge which may reasonably be said to have come into the public domain other than by a breach by the User of this provision.

3.2 Usage for Audit Purposes

A declaration of an accredited product from the CIS website may be shared with third parties for the purpose of carrying out an independent audit.

3.3 Authorised and Unauthorised Usage of the CIS Website

3.3.1

The GCF shall consider that a User and employees of the User's organisation shall be authorised to Access, read, print or download Documentation/Information or extracts therefrom to be used for information purposes within the User's organisation in accordance with procedural guidelines which may be issued from time to time to the User by the GCF.

3.3.2

The GCF considers that the following shall constitute unauthorised usage of the CIS Website:
(a) posting or transmitting any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law including without limitation competition law, export control laws or laws relating to Data Protection or Intellectual Property;
(b) posting or transmitting any information or software that contains a virus or any other harmful component; or
(c) posting, publishing, transmitting, reproducing, distributing or in any way exploiting any information or other material obtained through the CIS Website for commercial purposes other than as mentioned in 3.2.1.
(d) accessing or attempting to Access CIS Website Areas by means other than that provided for such Access.

3.3.3

The GCF shall in no way be held liable for any loss or damage resulting from an unauthorised usage, as described above, of the CIS Website.

3.4 Duty of Providing Information to the GCF

3.4.1

It shall be the responsibility of the User to provide accurate information to the GCF when applying to register as a User. The User shall be obliged to immediately inform the GCF if any such information changes or is modified. Failure to fulfil this requirement shall be treated as a serious breach of the

agreement and shall entitle the GCF to deny Access forthwith in accordance with clause 6 of this agreement.

4. Copyright of the GCF

4.1

All copyright, intellectual property and other similar rights in the Documentation/Information contained in the CIS Website is and remains at all times the property of the GCF unless otherwise stated. All reproduction or transmittal in any form or by any means is not permitted unless authorised under the terms of this agreement or expressly permitted in writing by the GCF or expressly stated in procedures relating to specific CIS Website Areas.

4.2

Nothing contained in this agreement shall be construed as granting or conferring any rights (direct or indirect) by license or otherwise in the copyright, intellectual property or other similar rights to the Documentation/Information on the CIS Website.

5. Disclaimer and Limitation of Liability

5.1

The GCF does not make any representation, warranty or undertaking (express or implied) with respect to, and does not accept any responsibility for, (and hereby disclaims liability for), the quality, accuracy or completeness, performance or fitness for a particular purpose of the Documentation/Information. The contents of the CIS Website are for information purposes only and do not constitute advice by the GCF and should be treated accordingly. The GCF relies on parties including Users, Agreement Groups, GCF Manufacturer, Observer and Operator Members to provide it with updated Documentation/Information. The GCF does not warrant, and it should not be assumed that the Documentation/Information is necessarily accurate, complete or up-to-date at any given time. Contents contained on this website, including without limitation terminal data, may contain errors, omissions, inaccuracies, or outdated information. GCF does not warrant reliability of any statement or other information displayed or distributed through the site. GCF reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. GCF may make any other changes to this site, including without limitation terminal data, (if any) described in this site at any time without notice.

5.2

All reasonable security measures have been implemented to preserve the security of the CIS Website but nevertheless Users should be aware of a possible risk of interference from third parties. Furthermore the GCF does not warrant that the contents of the CIS Website are free from infection by viruses or anything else which has contaminating or destructive properties.

5.3

The GCF is not responsible for any loss or damage, direct or indirect, financial, business, arising in contract or tort or otherwise occasioned by any user of the CIS Website, arising as a result of Access to (or any delay or interruption in such Access) or reliance on the Documentation/Information in the CIS Website.

5.4

The CIS Website may rely on resources located on servers or websites maintained by third parties over whom the GCF has no control. The GCF accepts no responsibility or liability (however arising) for any of the material, information or images contained on those servers or websites.

6. Term and Termination

6.1

This agreement shall commence on the indication of acceptance of these conditions by the User when first requesting Access to the CIS Website and shall continue in force until any of the following events occurs, whichever is the earlier. The occurrence of any of the following events shall entitle the

GCF to deny Access to the User forthwith:

- (a) notice is sent to all Users that the CIS Website is no longer in operation for whatever reason,
- (b) the User is no longer approved by the GCF, in accordance with its procedural guidelines which may be issued from time to time, to be eligible for Access to any Area of the CIS Website for whatever reason,
- (c) the User commits a serious breach of any provisions of this agreement. In the event that the breach is capable of being remedied by the User, but shall not have been remedied within 7 days of a written request from an CIS Website User Administrator to remedy same, Access may be denied forthwith, or
- (d) this agreement is superseded or amended by another agreement or new terms and conditions whereupon the new conditions will apply from first acceptance thereof by the User.

6.2

Upon the occurrence of any of the events described above Access may be denied to the User to any or all CIS Website Areas at the discretion of the GCF which discretion shall be exercised by the relevant CIS Website User Administrator(s). In the event of any disagreement with the decisions of the CIS Website User Administrator(s), the User, or person seeking to become a User, may contact the General Manager of the GCF at the e-mail address iotsecurity@globalcertificationforum.org to attempt to resolve the matter.

7. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the United Kingdom. The parties submit to the jurisdiction of the courts of the United Kingdom.

8. General Provisions

8.1 The GCF may from time to time issue to the User procedural guidelines applicable to the User's Access to and use of Documentation/Information on the CIS Website which the User agrees to be bound by and which the User acknowledges may amend the terms of this agreement.

8.2 If any provision of this agreement is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the agreement and the remainder of the provision in question shall not be affected thereby.

9. Contact Information

If you have a problem with the above terms and conditions, please contact us at the following address:

iotsecurity@globalcertificationforum.org