Terms of Use

Acceptance of Terms of Use: This Web Site is intended for the lawful use of openisa.org customers, employees and members of the general public who are over the age of 13. By accessing and using this Web Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Web Site and all such terms shall be deemed accepted by you. If you do **NOT** agree to all these Terms of Use, you should **NOT** use this Web Site. If you do not agree to any additional specific terms which apply to particular Content (as defined below) or to particular transactions concluded through this Web Site, then you should **NOT** use the part of the Web Site which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

These Terms of Use may be amended by open-isa.org at any time. Such amended Terms of Use shall be effective upon posting on this Web Site. Please check the Terms of Use published on this Web Site regularly to ensure that you are aware of all terms governing your use of this Web Site. Other open-isa.org web sites may have their own terms of use which apply to such web sites. Also, specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through this Web Site (the "Content") or transactions concluded through this Web Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

Open-isa.org reserves the right to make changes or updates with respect to or in the Content of the Web Site or the format thereof at any time without notice. open-isa.org reserves the right to terminate or restrict access to the Web Site for any reason whatsoever at its sole discretion.

Although care has been taken to ensure the accuracy of the information on this Web Site, open-isa.org assumes no responsibility therefor.

Disclaimer of Warranty: ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". OPEN-ISA.ORG HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS WEB SITE OR THE CONTENT. OPEN-ISA.ORG DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS WEB SITE. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. OPEN-ISA.ORG DOES NOT WARRANT THAT THE WEB SITE OR THE SERVERS WHICH MAKE THIS WEB SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY OPEN-ISA.ORG ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. IN NO EVENT SHALL OPEN-ISA.ORG OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS WEB SITE OR THE CONTENT, EVEN IF OPEN-ISA.ORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST OPEN-ISA.ORG PERTAINING TO OR IN CONNECTION WITH THIS WEB SITE MUST BE COMMENCED AND NOTIFIED TO OPEN-ISA.ORG IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

The Web Site may contain references to specific open-isa.org products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country. Please contact support@open-isa.org for further information.

Links to Third Party Sites: This Web Site may provide links to other web sites that are not under the control of open-isa.org. Open-isa.org shall not be responsible in any way for the content of such other web sites. Open-isa.org provides such links only as a convenience to the user of this Web Site, and the inclusion of any link to any such web sites does not imply endorsement by open-isa.org of the content of such web sites.

Restrictions on Use of Content: Copyright and all other proprietary rights in the Content (including but not limited to software, audio, video, text and photographs) rests with open-isa.org or its licensors. All rights in the Content not expressly granted herein are reserved. Except as otherwise provided, the Content published on this Web Site may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of open-isa.org is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

Software made available for downloading from or through this Web Site is licensed subject to the terms of the applicable license agreement. Except as set forth in the applicable license agreement, the software is made available for use by end users only and any further copying, reproduction or redistribution of the software is expressly prohibited.

WARRANTIES, IF ANY, WITH RESPECT TO SUCH SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE LICENSE AGREEMENT. OPEN-ISA.ORG HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

Trademarks and Service Marks: There are a number of proprietary logos, service marks, trademarks, slogans and product designations ("Marks") found on this Site. By

making the Marks available on this Site, open-isa.org is not granting you a license to use them in any fashion. Access to this Site does not confer upon you any license to the Marks under any of open-isa.org or any third party's intellectual property rights. While OPEN-ISA.ORG encourages others to link to our URL, no open-isa.org trademark or service mark may be used as a hyperlink without open-isa.org's prior written permission.

Other product or service names may be the property of third parties.

Submission of Information: open-isa.org does not guarantee the security of any information transmitted to or from the Web Site. You understand and agree to assume the security risk for any information you provided using the Web Site.

Except for Financial Information or personally identifiable information relative to you, any material or information sent through or in connection with this Web Site by you, including material or information submitted to a Community (as defined below) ("User Materials"), will be treated as non-confidential and non-proprietary, and you hereby grant open-isa.org an unrestricted, royalty-free, irrevocable license to use the User Materials and agree the open-isa.org is free to use any ideas, concepts, know-how or techniques that you send open-isa.org for any purpose whatsoever without compensation to you or any other person submitting the User Materials, subject to any privacy policies posted on this Web Site. You hereby represent and warrant that you own or otherwise control all of the rights to the User Materials and that use of the User Materials by open-isa.org will not infringe or violate the rights of any third party.

You are prohibited from posting or transmitting to or from the Web Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Message Boards and Community Forums: open-isa.org may add blogs, message boards, community forums, chat rooms or similar communities (each a "Community") to the Web Site from time to time. Open-isalorg does not regularly monitor any Community nor does open-isa.org provide regular support for any Community. Open-isa.org reserves the right to modify or discontinue any Community without notice in its sole discretion. Open-isa.org further reserves the right (but not the obligation) in its sole discretion to prescreen, use, delete, refuse, support or move any content submitted to a Community, including but not limited to software code, text, images, photographs, or other graphics ("Posted Material"). You are solely responsible for evaluating Posted Material appearing in any Community. If you use Posted Material, you bear all risks associated with such use. You are solely responsible for any Posted Material you submit to a Community. Open-isa.org assumes no responsibility whatsoever with respect to Posted Material. All Posted Material will be treated as User Material. Reference in any Posted Material to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement or recommendation by open-isa.org. The opinions of the authors expressed in Posted Content do not necessarily state or reflect those of open-isa.org, and may not be used for advertising or product endorsement purposes.

By submitting Posted Material, you are granting to all members of the Community and to the general public, subject to these Terms of Use, a non-exclusive, world-wide, royalty-free license to: use, distribute, transmit, publicly display, publicly perform, reproduce, edit, sublicense, modify, translate and reformat your Posted Material without having your name attached to such Posted Material. The licenses granted in these Terms of Use for Posted Material will terminate at the time you completely remove such Posted Material from the Community, provided that such termination will not affect any licenses granted in connection with such Posted Material prior to the time you completely remove such Posted Material.

Participation in Promotions and Other Web Site Activities: If you choose to participate in a promotion or other open-isa.org-sponsored activity ("Web Site Activity"), you agree to comply with any rules or regulations governing such Web Site Activity. You agree that violation of any of the foregoing will result in your immediate disqualification from participation in the Web site Activity, and may result in additional legal actions being taken by open-isa.org.

Indemnity: You agree to indemnify, defend, and hold open-isa.org, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or related to any content you submit, post, transmit or make available through the Web Site, your violation of these Terms of Use, or your violation of any rights of another.

This site is intended for use by persons over the age of 13. open-isa.org does not seek to collect information about children under the age of 13. No information should be submitted to or posted on this Web Site by users under 13 years of age. Open-isa.org encourages guardians to take an active role in their children's use of the Internet, and to inform them of the potential dangers of providing information about themselves over the Internet.

Notices: Notices to you may be made via either e-mail or regular mail. Open-isa.org may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices on the Web Site.

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995: The information on this Web Site may contain certain projections or forwardlooking statements with respect to the financial condition, results of operations and business of open-isa.org or any of its affiliates and certain of the plans and objectives of open-isa.org with respect to these items. By their nature, projections and forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these projections or forward-looking statements. These factors include, but are not limited to, levels of consumer and business spending in major economies, changes in consumer tastes and preferences, the levels of marketing and promotional expenditures by open-isa.org and its competitors, raw materials and employee costs, changes in future exchange and interest rates (in particular, changes in the Euro and the US dollar can materially affect results), changes in tax rates and future business combinations, acquisitions or dispositions and the rate of technical changes.

Miscellaneous: These Terms of Use shall be governed by and construed in accordance with the laws of The Netherlands without regard to its principles of conflict of laws. You agree to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands for any claim or cause of action arising out of, or relating to or in connection with these Terms of Use or this Web Site, provided that such exclusivity does not apply to legal actions initiated or brought by open-isa.org.

Personal information provided or collected through or in connection with this Web Site shall only be used in accordance with open-isa.org's Privacy Policy.

If you have a question or complaint, please contact us at support@open-isa.org.