

OpenVASP

Terms of Use

Please read these Terms of Use

By accessing and using this website and its related or affiliated sites you agree to be bound by the following Terms of Use

OpenVASP

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OpenVASP

1 Preamble

The OpenVASP Association (“we” or “OpenVASP”) is the owner and operator of its Website <https://openvasp.org/>.

2 Acceptance of Terms

By accessing, using or registering to our Website <https://openvasp.org/> and any of its related or affiliated pages such as the community forum (together the "Sites"), by submitting information to the OpenVASP, by uploading or downloading data on the Sites (e.g. via the OpenVASP Community forum), by interacting with OpenVASP by e-mail or in context of a membership, the user (“you”) confirms to agree to the following terms (the "Terms") as well as the Data Protection Policy available on the Sites.

If you do not agree to the Terms and the Data Protection Policy, you should not access nor use the Sites. If you would still do so, your action would be considered as an acceptance of the Terms.

Access and use of the Sites may be restricted or terminated at any time and without notice.

3 Use of the Sites

3.1 Appropriate use

When using the Sites, you represent and warrant that you will comply with all applicable laws and regulations.

In consideration of your use of the Sites, you agree to provide accurate, current and complete information about you and your entity/ies, affiliate(s), associate(s) or representatives as may be prompted by any registration forms on the Sites; you agree to maintain and promptly update the data, and any other information you provide; you agree to keep it accurate, current and complete; you agree to notify OpenVASP immediately of any unauthorized use of your account or other breach of security; you agree to accept all responsibility for any and all activities that occur under your account; and to accept all risks of unauthorized access to the data and any other information you provide to the OpenVASP.

The Sites are accessible free of charge from any location to Internet users. All fees supported by users (hardware, software, Internet connection, etc.) are at their own expense.

You may not attempt to use any automatic device, program or process to partially or wholly acquire, copy and/or monitor any portion of the Sites or any content. You are forbidden to

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any unauthorized access to the Sites, or any other systems or networks related or supporting the Sites or to any server, or services offered through the Sites.

You may not probe, scan or test the vulnerability of the Sites or any network related or supporting to the Sites, nor breach the security or authentication measures on the Sites or any network related or supporting the Sites. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Sites, or any other members of OpenVASP.

You may not use the Sites or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of OpenVASP, its members or others.

3.2 No offer or advice

Any content on this Sites is for information purposes only and does not constitute an advertisement, a recommendation, an offer or solicitation nor any advice or representation. In particular, any content on the Sites shall not be considered regulatory-, legal-, accounting- or tax advice.

3.3 Local restrictions

The content of the Sites is not intended to be used or distributed in any jurisdiction where to do so would be illegal. Individuals or legal entities in such jurisdictions must not access or use the Sites.

4 Liability

OpenVASP makes no claim or representations regarding accuracy or completeness of the content of its Sites, the results obtained or to be obtained by any user of the Sites, and /or any third party content accessible on or through the Sites.

Except to the extent required by law, OpenVASP disclaims all warranties and conditions and does not warrant that the Sites, the content on the Sites or its server will be uninterrupted or free from error, defects or harmful components.

The user's participation, correspondence or business dealings with any third party found on or through the Sites are solely between the user and such third party.

Any data or information accessible through the Sites have been obtained from sources believed to be reliable. All such information is provided "as is" to the user without warranties of any kind.

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The information and opinions in the Sites are descriptive as a whole. The fact that a user accesses the Sites does not make him a member or eligible to be a member of OpenVASP.

Any expressions of opinion on the Sites are those of the authors at the date of writing. They do not necessarily reflect the view of OpenVASP and are subject to change at any time without prior notice. Any information marked with a date is published as of this date only and no obligation or responsibility is undertaken to update or amend any such information.

To the extent permitted by law, OpenVASP disclaims all liability for losses arising as a direct or indirect result of the content of the Sites or any links or third party content; any errors in or omissions from the Sites; use of or access to the Sites; any inability to access or use the website for any reason.

You agree to defend, indemnify and hold harmless OpenVASP, its subsidiaries, affiliates, directors, shareholders, predecessors, successors in interest, agents, subsidiaries and affiliates, employees, agents, third party information providers and independent contractors from any demands, loss, liability, claims or expenses (including attorneys' fees), arising out of or related to your conduct, your use or inability to use the Sites, your breach or alleged breach of the Terms or of any representation or warranty contained herein, your unauthorized use of the Content, or your violation of any rights of another.

5 Rights

Unless accompanied by an explicit statement to the contrary, the content on the Sites (including but not limited to the text, data, images, sound, illustrations, software) are protected by copyright, database rights, or other intellectual property rights, and is the property of OpenVASP.

Except if agreed in writing or to the extent necessary to use the Sites in accordance with these Terms or permitted by law, you shall not copy, reproduce, republish, upload, post, edit, distribute the Sites in whole or in part, exploit any content of these Sites and/or remove or obscure any copyright notice of OpenVASP or any of its suppliers; and/or use any trademarks, service marks, domain names, logos, or other identifiers of OpenVASP or any of its third party suppliers; and/or reverse engineer, decompile, disassemble, or access the source code of the Sites.

Nothing on the Sites is designed to grant any license or right to use any image, trademark or logo. No act of downloading or otherwise copying from the Sites will transfer any legal entitlement to any software or material on the Sites to you. OpenVASP reserves intellectual property rights (such as copyright and trademark rights) to material on the Sites and will enforce such rights to the full extent of the law.

6 Links to other websites

Our Sites may include links to other websites or online services.

Reproduction and distribution of third-party content in any form is prohibited except with written permission of the third party and of OpenVASP.

Links to third-party websites on the Sites are provided solely for your convenience as pointers to information on topics that may be useful to users of the Sites. OpenVASP has no control over the content on such third-party websites nor are such websites monitored by OpenVASP. Activating some links to third-party websites on the Sites may cause you to leave these Sites. No warranties or liability concerning the content of such websites are made, including assurances that it is correct, accurate, complete, true, up-to-date or fit for any particular purpose. Nor does OpenVASP warrant that such website or content is free from any claims of copyright or trademark or other infringement of the rights of third parties or that such site or content is free of viruses or other harmful components. No guarantee as to the authenticity of documents on the Internet is given.

Using links to third-party websites provided on the Sites is at your sole discretion and risk.

You should note that third-party websites are not subject to OpenVASP Data Protection Policy and OpenVASP is not responsible for the policies they apply with regard to collection and treatment of personal data. We recommend that you carefully read the terms of use and data protection policies governing the third-party website before using it in order to check how it protects personal data and privacy.

7 Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of Switzerland without regard to its conflicts of law provisions. The place of jurisdiction is Zug, Switzerland.

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

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8 Policy amendments

OpenVASP may, in its sole discretion, amend change, modify, add or remove portions of these Terms from time to time at any time with immediate effect and without notice. Any material changes to our policy will be reflected on the Sites, so that you remain informed. It is then your responsibility to check periodically whether the Terms have changed. Your continuous use of the Sites following changes will imply that you accepted and agreed to the changes.

9 Contact us

If you have any questions, please contact us at info@openvasp.org

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