|  |  |  |  |
| --- | --- | --- | --- |
| |  | | --- | | **GCF Web Site User Agreement** | |  | |  |
| |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **The website is for the use of GCF members only. If you do not represent a GCF member company or do not use your company email address, your request will be rejected by the GCF Office.   Please read the terms and conditions of use below before clicking on the link at the bottom of the page to request access to the GCF Website.**   |  |  | | --- | --- | | **1.** | **Scope** | |  | This document covers the TERMS AND CONDITIONS of the Global Certification Forum (GCF) Ltd regulating access to and use of the GCF website (www.globalcertificationforum.org). | | **2.** | **Definitions** | |  | In this agreement the following words and expressions shall have the following meaning:   |  |  | | --- | --- | | Access(ed) | means access to the GCF Website via electronic means. | |  |  | | Agreement Group  Documentation/Information | means a working group established by the Steering Group as described in the Company’s Principles Document;  means 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 GCF Website, including but not limited to Permanent Reference Documents, meeting reports and papers, reference information and advisory notes. | | GCF Website Area | means a part of the GCF Website which is separately administered with respect to Access to and use by a User. | | Manufacturer Member  Observer Member  Operator Member  User | means any legal entity responsible for the development, manufacturing and supply of Products, taking full responsibility for the accuracy and integrity of both the device certification and the ongoing maintenance of the certification, with voting rights in the Company.  means an interested third party involved in the design, development, manufacturing, testing, service provisioning, standards and/or requirements development, etc, of 3GPP and/or 3GPP2 system capable devices, not being any other member.  means a 3GPP and/or 3GPP2 system network operator with voting rights in the Company.  means any person who is granted Access. | | User Administrator  person | means 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 GCF Website Area on the GCF Website.  means any natural or juridical person, including any partnership, firm, company, organisation or other entity whether incorporated or not. | | Retrieved or Retrieval | includes Access to Documentation/Information which thereafter is received, viewed or stored in any format. | |  |  | | | **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 constitutes confidential information unless otherwise stated. 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 each GCF Website Area, concerning distribution of Documentation/Information for that GCF 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 which   * 1. a) is already in the possession of the User prior to its disclosure in connection with the disclosure through the GCF website,   2. 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;   3. c) becomes available to a User on a non-confidential basis from a source other than the disclosure through the GCF website;   4. d) is separately generated by a User who is not privy to the Confidential Information; or   5. 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 | 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** | **Authorised and Unauthorised Usage of the GCF Website** | | 3.2.1 | The GCF shall consider that a User and any employee 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. | | 3.2.2 | The GCF considers that the following shall constitute unauthorised usage of the GCF 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;  (c) posting, publishing, transmitting, reproducing, distributing or in any way exploiting any information or other material obtained through the GCF Website for commercial purposes other than as mentioned in 3.2.1., or  (d) accessing or attempting to Access GCF Website Areas by means other than that provided for such Access. | | 3.2.3 | The GCF shall in no way be held liable for any loss or damage resulting from an unauthorised usage, as described above, of the GCF Website. | | **3.3** | **Duty of Providing Information to the GCF** | | 3.3.1 | It shall be the responsibility of the User to provide accurate information to the GCF when applying to register as a User, including but not restricted to information on any employee of the User’s organisation using the GCF website. 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 GCF 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 GCF 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 GCF 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 GCF 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 GCF 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 GCF 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 GCF Website, arising as a result of Access to (or any delay or interruption in such Access) or reliance on the Documentation/Information in the GCF Website. | | 5.4 | The GCF 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 GCF Website and shall continue in force until any of the following events occurs, whichever is the earlier, and entitling GCF to deny Access to the User forthwith: (a) notice is sent to all Users that the GCF Website is no longer in operation for whatever reason;  (b) the User is no longer judged 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 GCF 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 GCF 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 GCF Website Areas at the discretion of the GCF which discretion shall be exercised by the relevant GCF Website User Administrator(s). In the event of any disagreement with the decisions of the GCF 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 below to attempt to resolve the matter. If the matter is not resolved by the General Manager within 30 days of having been contacted by the User it may be referred to the Steering Group Chair and Vice Chair of the GCF (see contact address below) who shall make a decision on the matter and such decision shall be final. | | **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 GCF 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 agreement then please contact us at the following address: |  |  |  |  |  | | --- | --- | --- | --- | |  | Global Certification Forum (GCF) Ltd Suite 1, 3rd Floor 11-12 St. James's Square London SW1Y 4LB United Kingdom | E-mail: | [gcf@globalcertifcationforum.org](mailto:gcf@globalcertifcationforum.org) | |  | |  | | | | |