



FIRST Services Terms of Use

Version 1.0.0 (Effective at September 2023)

The FORUM OF INCIDENT RESPONSE AND SECURITY TEAMS, INC. ("FIRST") has created these Terms of Use (the "Terms") for FIRST's Services, as defined below. By entering into and using FIRST's Services, you acknowledge and agree to the terms and conditions set forth below, as well as in the then-current terms. As used herein, "Services" includes, but is not limited to, the various services provided by FIRST to its members such as AGM / eVoting, API (Public), API (Private), Capture the Flag, Directory, Event Registration (Discounts), File Sharing, Groups, Jira, Learning Platform, Mailing Lists, Member Discounts, MISP, MISP Sync, Priority Report, Slack, SSO, Traffic Light Protocol (TLP), Wiki, and Victim Notification.

It is acknowledged that other services may be added from time to time to the Services referred to herein, and that any such added services are covered by these Terms.

Acceptance of Terms

FIRST provides the Services to you subject to the following Terms. The Terms may be updated by FIRST from time to time. Should FIRST update these Terms, FIRST will provide you with the new Terms and require your acceptance of the Terms for you to continue to use the Services. You can review the most current version of the Terms at <https://www.first.org/about/policies/terms>.

Your acceptance of these Terms includes your agreement to adhere to and comply with all the requirements, including standards definitions and usage guidance, of FIRST's Traffic Light Protocol (TLP) standard (see <https://www.first.org/tlp/>), which is hereby incorporated by reference into this document and the Terms.

In addition, when using the Services, you shall be subject to any guidelines, rules, or disclaimers applicable to the Services, which may be in place or develop from time to time. All such guidelines, rules, or disclaimers are hereby incorporated by reference into the Terms. Any use of the Services will be considered acceptance by you of the then-current Terms. Any new or different terms supplied by you are specifically



rejected by FIRST unless agreed to in writing by FIRST. If you disagree with any part of these Terms, then you should not use the Services.

Description of the Services

FIRST's Services are owned by FIRST and operated by FIRST and its volunteers, contractors, agents, etc. A variety of information, advice, recommendations, images, data, software, and other materials ("Content") are available on the Services. Some of the Content is provided by FIRST, and other Content is provided by FIRST's members who use the Services ("Users").

FIRST cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by FIRST or by Users of the Services. Any opinions, advice, statements, data, or other information expressed or made available by Users or third parties, whose Content is shared on the Services, are those of the respective Users or other third party and not of FIRST. FIRST does not endorse, and is not responsible for, the accuracy or reliability of any opinion, advice, or statement made on the Services or linked therefrom. FIRST, its employees, agents, officers, directors, or attorneys do not endorse or recommend any particular organization, individual, product, process, or service which is linked to from the Services; nor do any of them guarantee or warranty the quality of the work of any organization or individual linked to or appearing on the Services. The information on the Services is provided "as is", without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. FIRST makes no representations regarding the information contained in the Services.

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Ownership and Intellectual Property Rights

Ownership

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YOU ACKNOWLEDGE AND AGREE THAT, IN NO EVENT WILL FIRST AND/OR ITS RELATED ENTITIES, AND THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM: (1) THE USE OF, OR THE INABILITY TO USE, THE SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ITEMS; (3) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY USERS OR THIRD PARTY ON THE SERVICES; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT FIRST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify and hold harmless FIRST, its affiliates and their directors, officers, employees, contractors, and agents, from and against any and all liability, damages, losses, claims, or expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to: (1) your breach of these Terms; or (2) the Content you submit, post, or transmit through the Services.

Export Controls

FIRST is a U.S. organization and its members are based around the world. The U.S. and other jurisdictions maintain export controls that can restrict or require licenses for the transfer, release, export, or re-export of certain software, technology, or technical data.



Information posted on the Services may be viewed by members located in various jurisdictions across the world.

By posting Content on the Services, you represent and warrant that the release and disclosure of software and technology to FIRST members is consistent with U.S. and other applicable export controls laws, regulations, and orders.

Representations and Warranties

By posting Content on the Services, you represent and warrant that the posting of Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity.

By using the Services, you further represent and warrant that you will not use the Services to:

1. Impersonate any person or entity, whether actual or fictitious; or
2. Engage in any unlawful or unauthorized activity, or for any unlawful or unauthorized purpose, including any activity or purpose that is in violation of U.S. laws or the laws in your jurisdiction (including but not limited to copyright laws).

Applicable Law

These Terms and the resolution of any dispute related to these Terms or the Website shall be governed by and construed in accordance with the laws of the U.S. State of North Carolina, without giving effect to any principles of conflicts of law. Any legal action or proceeding between FIRST and you related to these Terms shall be brought exclusively in a court of competent jurisdiction sitting in the U.S. State of North Carolina, and you agree to submit to the personal and exclusive jurisdiction of such courts.

Contact

If you have any questions about these Terms, the practices of the Services, or your dealings with the Services, you can contact:

Website: FIRST.Org
Attention: Webmaster
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Email: first-website@first.org