

## Legal notice

### I. General terms and conditions of use of the National Cybersecurity Portal

Any person using the information, documents, products, software and/or services (hereinafter collectively referred to as the "Services") offered by the National Cybersecurity Portal (hereinafter referred to as the "Platform") through following domain names: cybersecurity-luxembourg.com, cybersecurity.lu, cy.lu, shall be deemed to be aware of, and to have accepted, all the provisions of these general terms and conditions of use.

### II. Definition and objective

1. The National Cybersecurity Portal (hereafter the "Platform") is run by "Security Made in Lëtzebuerg" (hereafter "SECURITYMADEIN.LU") and aims to develop national cooperation, foster innovation and further develop the cybersecurity market in Luxembourg. The 'CYBERSECURITY Luxembourg' initiative is part of the national cybersecurity strategy, with the objective to federate the Luxembourg cybersecurity ecosystem and promote it through the national brand 'CYBERSECURITY Luxembourg'.

The Platform, meant to be neutral, comprehensive, collaborative and central, will gather and promote:

- Private and public entities as well as civil organisations involved in cybersecurity
- the latest information related to cybersecurity that is of interest for the platform users

By bringing together all cybersecurity actors, the Platform aims to facilitate collaboration as well as to promote the national cybersecurity ecosystem at national and international levels.

The Platform has been initiated and developed by SECURITYMADEIN.LU. It is intended to be fed on a regular basis by the contribution of the actors of the ecosystem.

2. The Platform is aimed at three distinct user groups:

- private individuals ("Individuals")
  - That are active in cybersecurity and play an active role on the Platform (they are in charge of updating their entity information, uploading articles or job offers). To do so, they will have to create a personal account with CYBERLUX Private Space.
  - That do not play any active role on the Platform but only visit it. They will not have to create any personal account to access the public information.
- professional persons ("Entities"): entities that are registered on the platform as part of the ecosystem.

3. CYBERLUX Private Space service is subject to its own terms and conditions of use.

4. The use of the Platform and of CYBERLUX Private Space account are free of charge.

5. The official language of the Platform is English. However, any content shared by users in one of the official languages in Luxembourg will be accepted.

### **III. Cookie management**

6.The Platform uses cookies, which are small text files used to analyse information related to the user browsing activities. They are stored by SECURITYMADEIN.LU in a directory on the user computer. A cookie contains the name of the server that created it, an identifier in the form of a unique number and an expiry date.

7.The Platform only uses a unique and essential identifier to recognise each user computer every time the Platform is visited. Such persistent cookies remain on the user computer until the expiration date, but no longer than one month after the end of the session. Such session cookies are deleted from the user computer when the session is closed.

### **IV Usage information**

8. SECURITYMADEIN.LU uses analytics tools to collect usage information to improve the functioning of the Platform. In particular, such tools may collect the following usage information: partial IP address, operating system, browser and plugins, the type of device used to visit the Platform, behavior on the website (visited webpages, searches) and the origin of entry.

9. Such analytics tools do not use any cookies.

10. All stored usage information remains in SECURITYMADEIN.LU infrastructure, where the analytics tool is installed, and potentially on its related backup system.

### **V. Modification of Cybersecurity Luxembourg Platform**

11. SECURITYMADEIN.LU reserves the right to update, modify or suspend the Platform, without prior notice, for maintenance or updating operations, or for any other reason deemed necessary. In particular, SECURITYMADEIN.LU may, at any time, withdraw, add to, supplement or clarify all or any part of the information and services contained in or offered on the Platform. SECURITYMADEIN.LU may not be held liable for any loss or damage whatsoever, whether direct or indirect, in connection with any such changes.

### **VI.General limitations of liability**

12. SECURITYMADEIN.LU shall make its best effort to ensure optimal availability of the web Platform.

However, it accepts no liability should any the website become temporarily or wholly unavailable. SECURITYMADEIN.LU accepts no liability for any loss or damage the user may suffer, directly or indirectly, in connection with browsing the web Platform, or using the services which it offers, or from accessing any of the other websites to which it links.

13. SECURITYMADEIN.LU shall make its best effort to ensure that the information and services contained on the Platform and published on social networks, are accurate and correct. However, it may not be held liable for any omissions in connection with the update of information or forms, errors in the use of the system, coding errors, inaccuracies (notably

regarding the geographic location of the administrative bodies and organizations, as this service is provided by an external source), gaps in the information provided. The aim is to disseminate accurate, up-to-date information from a variety of sources, but SECURITYMADEIN.LU is unable to avoid all risks of factual inaccuracy. None of the information published on the Platform should be considered as exhaustive or as a commitment from SECURITYMADEIN.LU. Only legal texts published in the Mémorial (Official Journal of the Grand Duchy of Luxembourg) shall be deemed authoritative.

The information appearing/posted on the Platform is of a general nature.

The user remains the sole responsible for content submitted to the Platform.

14. Any publication of content on the Platform does not imply any endorsement or monitoring of it by SECURITYMADEIN.LU.

15. SECURITYMADEIN.LU reserves the right to decide which content is kept on the Platform. These terms do not oblige SECURITYMADEIN.LU to store, maintain, or provide copies of content submitted by the user. Nevertheless, SECURITYMADEIN.LU reserves the right to keep any content shared on the Platform.

16. The content on the Platform is not tailored to personal or specific circumstances, and therefore cannot be regarded as constituting personal, professional or legal advice to the user. If the user needs personal or specific advice, he/she should always consult the listed entities.

## **VII. Limitation of liability of Cybersecurity Luxembourg Platform**

17. SECURITYMADEIN.LU explicitly excludes liability for any consequences, whether direct or indirect, arising from:

- incompatibility between the service offered and the equipment, applications, procedures or infrastructures of the user or of any third party;
- any security breaches caused by the user or a third party, and more generally any security breaches not directly attributable to the Platform;
- any errors and/or fraudulent acts committed by the user or a third party;
- any unavailability or malfunction of electronic communication systems or networks.

## **VIII. CYBERLUX Private Space Account**

18. Any user can create a CYBERLUX Private Space Account to access certain services offered by the Platform. The creation and use of the Account is free of charge.

The features offered by CYBERLUX Private Space allow users, if they so desire, to connect to the entity they belong to in order to update the entity information and post articles, on behalf of the entity they belong to.

19. SECURITYMADEIN.LU verifies, through an activation link, that the email address indicated by the user works. To link the account to an entity, or create a new entity, SECURITY verifies the existence of the entity under Luxembourg Laws.

20. SECURITYMADEIN.LU reserves all rights and in particular the right to refuse, terminate or restrict, without prior notice or compensation of any kind, access to the Platform and its features/services to any person, natural or legal, making abusive, unlawful or fraudulent use of these services.

21. It's the sole responsibility of the user to verify the authenticity of source and veracity of the information downloaded from the Platform.

22. Abusive, racist, sexist or offensive content have no place on the Platform. Any such content will be deleted and reported.

## **IX. Links to external sites and use of social networks**

23. For users' convenience, the Platform may contain links to other websites which they may find useful or interesting. SECURITYMADEIN.LU does not systematically monitor the content of those websites. Consequently, it accepts no liability for the content of those websites, either in terms of the legality of such content or the accuracy of the information found there.

24. There are dedicated branded "Cybersecurity Luxembourg" social networks accounts managed by SECURITYMADEIN.LU, whose main purpose is to relay information and content published on the Platform.

25. Cybersecurity Luxembourg accounts on the social networks are not intended to process requests, questions and comments that contain personal data such as surnames, first names, national identification numbers, dates of birth, telephone numbers, email addresses, or attachments or scans of documents that contain personal data. For such requests, questions or comments, users of Platform must use the email [info@cybersecurity-luxembourg.com](mailto:info@cybersecurity-luxembourg.com) available on the Platform.

In this respect, requests, questions or comments containing personal data (the identifier of the person's account on this social network is generally not taken into account) made on Cybersecurity Luxembourg accounts on social networks will not be processed and will, to the extent possible, be deleted.

26. Twitter, LinkedIn and Github accounts of the Platform are monitored, in principle, from Monday to Friday between 08.00 and 18.00. The pages are not continuously monitored after working hours, or during weekends and holidays.

## **X. Intellectual property**

27. The Platform uses the "Cybersecurity Luxembourg" brand, which is owned by SECURITYMADEIN.LU, and protected by the relevant intellectual property and copyright legislation.

28. Unless otherwise specified, CYBERSECURITY Luxembourg usage and licensing policies can be found [here](#).

29. Any contribution made by the users on the Platform or any material, document uploaded on the Platform remains the property of the user that generates it. However, the users grant to SECURITYMADEIN.LU a non-exclusive, non-transferable, royalty-free, license to use the content provided on the Platform, including logos and other visual materials, for promoting the Cybersecurity Luxembourg ecosystem.

## **XI Changes to the general terms and conditions of use**

30. These general terms and conditions of use may be modified or supplemented at any time, without prior notice, in line with changes made to the Platform or changes in the law, or for any other reason deemed necessary. It is the users responsibility to familiarise themselves with the general terms and conditions of use of the Platform of which only the most up-to-date version accessible online shall be deemed to be in force. It is possible that the general terms and conditions of use have changed in the interval between accesses to the Platform and it is therefore the user responsibility to read through those conditions before using the site once again.

## **XII. Applicable law and courts of competent jurisdiction**

31. All disputes arising from the use of Platform and its services shall be governed by Luxembourg law, and the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction to hear and settle such disputes.

## **XIII. Website maintenance and updates**

31. The Platform is available around the clock, seven days a week. However, SECURITYMADEIN.LU reserves the right to update, modify or suspend the Platform, without notice, for maintenance purposes, hardware or technical incidents, or for any other reason deemed necessary. Unavailability of the Platform services shall not entitle users to any form of compensation. SECURITYMADEIN.LU accepts no liability whatsoever should the user fail to meet a deadline on account of the temporary unavailability of the Platform. No liability shall attach to the State for any loss or damage whatsoever, whether direct or indirect, relating to any updates or changes to the Platform.

## **XIV. Obligations of the users**

32. The Platform services are accessible via the Internet. SECURITYMADEIN.LU shall make its best effort to ensure that the computer system is secure. The users declare that they are aware of the risks involved and that they accept those risks. They must guard against the effects of computer hacking by implementing suitable and secure computer settings. SECURITYMADEIN.LU accepts no liability for any loss or damage users may incur, whether directly or indirectly, in connection with their browsing the Platform websites, or their use of CYBERLUX Private Space account.

33. Any user accessing the Platform undertakes to refrain from any form of discrimination based on race, color, religion, gender, sexual orientation, age, ethnic origin, disability, marital or employment status.

## **XV. Privacy policy**

### **a. General information on the Cybersecurity Platform**

34. The personal data communicated by the user is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

35. Technical and organisational security measures are implemented by SECURITYMADEIN.LU to ensure an appropriate level of confidentiality, integrity, availability and resilience of the services offered through the Platform and protect users rights and freedoms in accordance with industry standards. All personal data is stored in Luxembourg.

36. In case the user enters and uses one of the websites that are linked from the Platform, personal data will be processed according to the privacy policies of these respective websites.

### **b. Data controller information**

37. For this Platform the data controller is:

SECURITYMADEIN.LU 16, bd d'Avranches L-1160 Luxembourg Grand-Duchy of Luxembourg  
Tel: (+352) 274 98 00 601

Email: [privacy@securitymadein.lu](mailto:privacy@securitymadein.lu)

### **c. What personal data do the Cybersecurity Platform and CYBERLUX Private Space Account collect and to which end?**

38. When users access the web Platform, SECURITYMADEIN.LU collects and processes web server logs, including IP addresses, user-agents, URLs, date and time logs. SECURITYMADEIN.LU collects those logs for its legitimate interest as these logs enable the technical and functional management of Platform.

39. When a user creates a CYBERLUX Private Space Account, SECURITYMADEIN.LU processes and collects the following data: name and surname of the contact person, username and password, professional email address, as well as the affiliated entity name.

40. The purpose of processing CYBERLUX Private Space personal data is to unequivocally establish users' identity and let them access the Platform. Data can also be processed to solve technical issues regarding the account.

In addition, certain personal data (professional email addresses), may be processed by SECURITYMADEIN.LU for its legitimate interest of implementing the Platform network and promoting Luxembourg cybersecurity ecosystem.

Personal data may also be processed for statistical purposes.

41. The user accepts and agrees that certain personal data might be shared with other users accessing the Platform.

42. As part of the services offered by the Platform, the user accepts and agrees that, where necessary, the data he/she submits may be copied within the data controller information system.

43. SECURITYMADEIN.LU confirms that it processes user personal data in a fair and lawful manner and only for the explicit and legitimate purposes as above-mentioned. At all times, SECURITYMADEIN.LU strives to ensure that user personal data processing is adequate, relevant and not excessive in relation to the purposes for which it is processed.

#### **d. Retention period**

44. The length of time for which data will be kept varies depending on the type of procedure, and falls within the purview of the data controller. The criteria used to determine that length of time depends on the relevant legal basis. In no circumstances, SECURITYMADEIN.LU keeps users' personal data for a longer period than strictly necessary to fulfil the purpose for which it was collected.

45. The user profile data is kept for as long as the CYBERLUX Private Space Account remains on the Platform. If the user decides to delete its account, SECURITYMADEIN.LU informs him/her that their related personal data will be deleted and removed from the Platform database. However, professional email addresses that were collected by SECURITYMADEIN.LU for its legitimate of implementing the Platform network will not be deleted from its database, unless another CYBERLUX Private Space account affiliated to the same entity can be identified as still active on the Platform.

46. Personal data collected during the period in which CYBERLUX Private Space Account is active, remains in SECURITYMADEIN.LU backup machine for a period of maximum six months after the date of the deletion request.

47. Furthermore, if requested by local and national law, certain personal data may be retained for a longer period. For instance, for accounting purposes, such as but limited to, payment of the services fees, data will be retained for the time required by the national law and for no longer than ten years.

#### **e. Security of personal data**

48. SECURITYMADEIN.LU strives to keep users' personal data secure. To that end, SECURITYMADEIN.LU adopts the appropriate legal, organizational and technical precautions to prevent any unauthorised access and use of your personal data. These measures include, but are not limited to the encryption of all traffic between its websites and the users' browsers.



#### **d. Sharing personal data**

49. Personal data transmitted to the Platform will only be made available to SECURITYMADEIN.LU personnel for the achievement of the above-mentioned purposes.

50. SECURITYMADEIN.LU confirms that it will not sell, rent or otherwise commercially transfer to or share with a third party any personal data.

51. As the Platform web servers are hosted and managed in Luxembourg, users' personal data is in no circumstances transferred to any third countries outside the EU.

#### **e. Data subject right**

52. The user has the right to access, correct and remove data concerning him/her. He/she may exercise these rights by applying to the relevant data controller. The user can exercise these rights by contacting the following email address [privacy@securitymadein.lu](mailto:privacy@securitymadein.lu). In order to avoid unlawful access to user personal data, SECURITYMADEIN.LU will request to provide a proof of his/her identity.

If the user has any queries in relation to this Privacy Notice, or complaints regarding the processing of personal data that concerns him/her, the latter can contact directly SECURITYMADEIN.LU at the [privacy@securitymadein.lu](mailto:privacy@securitymadein.lu).

In addition, the user may refer to the National Commission for Data Protection (Commission nationale pour la protection des données) to resolve any disputes in this domain.

53. The user is also entitled to restrict and oppose processing, and to withdraw consent at any time, when the processing of personal data is based on point (a), Article 6(1), of GDPR. The user may also invoke their right to data portability.

All of these entitlements may be exercised by contacting SECURITYMADEIN.LU directly.

#### **f. Personal data processed for audit purposes**

54. The user accepts and agrees that the data relating to their activity on CYBERLUX Private Space (username, password, surname, first name, procedure or feature used, date and time, settings) may be audited, i.e., recorded and stored, for the sole purpose of allowing said data to be made available to the relevant data controller or to the judicial authorities in the following limiting cases:

- the resolution of data-security incidents in the legitimate interest of ensuring the security of the Platform;
- the establishment, exercise or defense of a right through the courts as part of a legal, administrative or extrajudicial procedure in connection with the procedure being audited.

55. Only the data controller has access to the audited data.

56. The user is informed that the confidentiality of such data is assured to the highest of standards, and that such data may only be extracted if the data controllers or judicial authorities explicitly request such an extraction, providing valid reasons for their request.

**g. Data processing in connection with the management of the newsletter**

57. The personal data provided by the user when signing up for the Cybersecurity Newsletter will be processed according to its privacy policy (<https://securitymadein.lu/legal/>).

58. The user may unsubscribe at any time using a link provided in each email.

59. The user data will not be kept for longer than their subscription to the newsletter lasts.

60. The Platform communicates in English on the social networks.

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