## **Terms of Service**

Controls is an open source initiative within the Agile community standards group. This site is based in the USA with website <a href="https://www.this.site.com">https://www.this.site.com</a> and supports the IDEF. The contribution of this site to IDEF can be found on the website <a href="https://IDEF.this.site.com">https://IDEF.this.site.com</a>. You can use IDEF independently of this site either by working with another company or by self-hosting.

These Terms of Service cover your use and access to this site services and websites ("Services"). Our Privacy Policy explains how your data is handled, while our Acceptable Use Policy outlines your responsibilities when using our Services.

Before using our Services, you will need to agree to these Terms of Service, Privacy Policy and Acceptable Use Policy. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization. You accept the Terms of Service, Privacy Policy and Acceptable Use Policy by clicking the 'I accept' button.

What are this site Services?

This site provides you with a location to test the concepts of the IDEF and of an emergency contact data location.

You can interact with the Services in three ways: User, IDEF User, or IDEF Developer.

User

IDEF User

A user can register for an demonstration account and put whatever data they wish on the site. It should appear germane, but does not need to be veridical.

As a 'IDEF User', this site can provide you with access to IDEF apps developed by the IDEF open source community. You will have separate agreements with the app providers.

Users under the age of consent as determined by the laws of the jurisdiction where they are located at the time of consent must have written permission from a parent or guardian to use the Services.

You can leave an officially recorded will about what you would like to happen to your IDEF POD when you are deceased. For example, you may wish to donate your personal data to public health research, or have it deleted. You can update your profile at any time.

**IDEF** Developer

As a 'IDEF Developer', this site provides you with development instruction and development support via <a href="https://IDEF.this.site.com">https://IDEF.this.site.com</a>.

Service operations

When this site needs to carry out maintenance that will impact the Services, we will use reasonable efforts to post a notification in advance via the website this site.com. We will do our best to do this during non-peak hours.

In the case of a Services outage, we will make sure to inform you and do our best to restore access to the Services as quickly as possible.

We want you to understand that given the nature and stage of what this site is trying to achieve and our support of IDEF, we are unable, except to the extent required by applicable law, to provide any kinds of warranties or guarantees. Also, except to the extent required by applicable law, we cannot agree to be responsible for any losses, damages, or liabilities that you incur, whether they are direct, indirect, consequential, expected or otherwise. If there is a dispute or claim in relation to these Terms and Conditions, Acceptable Use Policy and/or Privacy Policy, you agree that it will be subject to the laws of the state of Washington, USA and will be resolved by arbitration in Seattle, WA under the auspices and rules of the Judicial Arbitration and Mediation

Service, Inc. (JAMS). However, we will still be entitled to injunctive or equitable relief in any court if we are facing immediate harm or damage due to your actions.

## **Acceptable Use Policy**

By using our Services you agree not to misuse the Services or assist or enable anyone else to do so. For example, you must not try to do any of the following in connection with the Services:

- breach or otherwise circumvent any security or authentication measures;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- abuse referrals or promotions to get more storage space than deserved;
- circumvent storage space limits;
- sell the Services unless specifically authorized to do so;
- harass or abuse this site personnel or representatives or agents performing Services on behalf of this site;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading;
- violate the privacy or infringe the rights of others;
- use the Services to violate any law or regulation.

In the event that any user is monopolizing an unfair proportion of available system or network resources, we reserve the right to limit that user's activity.

At our sole discretion, this site reserves the right to delete and close accounts that do not adhere to this site's Terms of Service, Privacy Policy, or Acceptable Use Policy.

This site welcomes your comments regarding the Terms of Service, Acceptable Use Policy, and Privacy Policy. If you have questions or concerns about the Services, you can contact us at security@this site.com.

All materials provided on the this site website, including but not limited to information, documents, products, logos, graphics, sounds, images, and Services, are the copyrighted work and intellectual property of this site.

This site websites may contain links to websites that are not owned, operated or controlled by this site, and, therefore, this site is not responsible for the content or your use of such websites. Please read the Terms of Service of any other website that you access from this site or related IDEF sites, as they may be different from this site's Terms of Service.

These terms are derived from the W3C Solid project.