



TERMS OF USE

Last Modified June 1, 2021

Within this Terms of Use, “you” are a User of the Website (as defined below), and “we”, “us”, “our” or “OISF” refers to Open Information Security Foundation Inc., an Indiana nonprofit corporation. Users of the Websites as defined below may be referred to individually as a “User” and collectively as “Users” in this Terms of Use. Unless otherwise noted, each section and provision of this Terms of Use applies to all Users.

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Please read the Terms of Use carefully before you start to use a Website. By using any Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound by and to abide by these Terms of Use and our Privacy Policy, found at <https://suricata.io/privacy-policy-terms-of-use/>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use a Website. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH TOP SIDE THROUGH FINAL AND BINDING ARBITRATION.

The services provided by OISF to its Users through any Website may be collectively referred to as “Services” hereunder.

1. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Websites thereafter. Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If you do not agree with the updated Terms of Use at any time, you should cease use of the Websites.

2. **Accessing the Website.** We reserve the right to withdraw or amend any Website and the Services we provide, in our sole discretion and with or without notice. We will not be liable if for any reason all or any part of any Website is unavailable at any time or for any period. From time to time, we may restrict access to all or some parts of any Website to some or all Users.

3. **Prohibited Uses.** You may use the Websites only for lawful, non-commercial purposes and in accordance with these Terms of Use. You agree not to, and agree not to encourage or help anyone else to, take any of the following actions:

3.1. Use any Website in a way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).



3.2. Use any Website for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

3.3. Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, intentionally store, or transmit any of the material on any Website, or modify copies of any materials from any of the Websites; delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from any of the Websites.

3.4. Use any device, process, or means (including any manual process) to access the Websites for any purpose not authorized in this Terms of Use, including monitoring or copying any of the material on the Websites, introducing any viruses or other material that is malicious or technologically harmful, or attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of any of the Websites or attack any of the Websites in any way.

3.5. Use any Website in any manner that could disable, overburden, damage, or impair the proper working of the site or interfere with any other party's use of such Website.

3.6. Automate access to any Website, or monitor any Website (such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser).

3.7. Disable, avoid, or circumvent any security or access restrictions of any Website.

4. **Monitoring and Enforcement.** We have the right to:

4.1. Take appropriate legal action, including without limitation, refer you to law enforcement, for any illegal or unauthorized use of the Websites.

4.2. Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

4.3. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS OISF AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

5. **Suricata Downloads and Contributions.**

5.1. As set forth on the Websites, including but not limited to the Suricata Site, OISF may allow Users to download the current version of the Suricata software or source code, and suggest contributions to the Suricata open-source project. Any User desiring to download such code and/or suggest such contributions shall do so via the Suricata page of the GitHub.com website (<https://github.com/OISF/suricata> , or any replacement thereof). Any User downloading such code or submitting a contribution to the Suricata project via GitHub is subject at all times to (i) GitHub's policies (including but not limited to its terms of service, privacy policy, and other policies), and (ii) any additional policies provided via the GitHub website related to the Suricata project included at the discretion of OISF, such as the Suricata User Guide (<https://suricata.io/documentation/> or any replacement thereof). OISF is not responsible for GitHub's policies. Please consult such additional policies if you are interested in



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5.2. Without limiting the generality of Section 10, any Suricata software or source code downloaded via GitHub is not warranted by OISF in any manner. All express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are disclaimed by OISF.

5.3. OISF encourages you to review its Contribution Agreement related to Suricata located at <https://suricata.io/contribution-agreements/> or any replacement thereof.

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6.3. If you provide any feedback to OISF regarding our Services or any portion of the Websites and information related thereto, you hereby grant to OISF a fully paid-up, royalty free, worldwide, transferable, sublicensable, assignable, irrevocable, and perpetual license to use, implement, modify, incorporate into the Services, or otherwise commercially exploit any and all feedback, suggestions, recommendations, or other requests you provide to OISF.

6.4. If you wish to make any use of material on the Website other than that set forth in this section, please address your request to: info@oisf.net. We may approve or deny such requests at our sole discretion. If you do not receive a response from us, such non-response constitutes a denial of your request.

7. **Reporting Infringement.**

7.1. **Copyright Infringement and DMCA Notices.** We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent at info@oisf.net. The written notice (the "DMCA Notice") must include substantially all the details as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512). If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the



Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of Registered Users who are repeat infringers.

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9. Geographic Restrictions. The Websites are offered and available to users who are 16 years of age or older and reside in the United States or any of its territories or possessions. The owner of the Websites is based in the United States. If you access the Websites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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11.1. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL OISF, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, OR ANY CONTENT ON THE WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

11.2. FURTHER, IN NO EVENT WILL OISF, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR MORE THAN \$50.00 USD RELATED TO CLAIMS ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, OR ANY CONTENT ON THE WEBSITES. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. **Indemnification**. You agree to defend, indemnify, and hold harmless OISF, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your Submissions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

13. Governing Law and Arbitration

13.1. All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction).

13.2. You and OISF will resolve any dispute by binding American Arbitration Association arbitration. Arbitration will follow the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes. Arbitration will happen in Boston, Massachusetts. You will settle any dispute as an individual, and not as part of a class action or other representative proceeding, whether as the plaintiff or a class member. No arbitrator will consolidate any dispute with any other arbitration without the company's permission.

14. **Limitation on Time to File Claims**. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.



15. **Entire Agreement.** This Terms of Use and the Privacy Policy contain the entire agreement between OISF and you as a User of the Services. No other communications, whether direct or indirect, between you and OISF will, or are intended to, alter, or supersede any provision of this Terms of Use or Privacy Policy. We are not responsible for the policies of third-party websites that may be accessible through the Websites or enable certain functions of the Websites, such as GitHub, as described above, or Discourse, as more fully set forth in the Privacy Policy.

16. **Waiver and Severability.** No waiver by OISF of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of OISF to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

17. **Comments and Concerns.** We welcome our Users to report any suspected violation of this Terms of Use or Privacy Policy, by using the following contact email: info@oisf.net. We will investigate any such report and may act as we deem appropriate in our sole discretion.