



TERMS OF USE FOR DISTRIBUTED NETWORKS BATTLE LABS (DNBL)

User Terms of Use
(UToU)

Edition 1.0

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1. Introduction

Welcome to the Distributed Networks Battle Labs (DNBL) portal. This portal is best viewed using a contemporary browser (IE, NAV). Details of the compliance of the portal can be found on the front-page of the DNBL portal (<https://dnbl.ncia.nato.int>).

The aim of these Terms of Use is to define the rules and regulations for the DNBL users to use the DNBL portal for the purpose of interacting within the DNBL community through all levels of DNBL membership (User, Representative of a Member organisation and Participant in an event). Becoming a DNBL member and participating in a DNBL event requires acceptance of further rules and regulations.

DNBL is an initiative lead by the NATO Communications and Information Agency (NCIA) with sponsor support from Headquarters Supreme Allied Command Transformation (HQ SACT) that has been created in order to tighten cooperation on preparation and conduct of Experimentation, Test and Evaluation (ET&E) events between the members of the framework. The DNBL framework enables its members to exchange services in a fast and economic way and through this to provide access to DNBL specific capabilities and systems in a federated way.

DNBL governance is provided by the DNBL Board of Directors (BOD), Executive Board (EB), the DNBL Advisory Board (AB) and the DNBL Technical Authority (TA). The DNBL TA manages the DNBL portal and is in charge of day to day functioning of the portal. The services and features which are provided through the DNBL portal are subject to the Member Terms of Use (MToU).

2. Acceptance of User Terms of Use (UToU)

Through the DNBL portal, the DNBL TA provides you with access to a variety of resources, including download areas and information. These data and information, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to the UToU. Additional Terms of Use apply for the use of specific services, features and functionalities of the DNBL Portal, specifically Member Access to the DNBL.

The services and features which are provided to you through the DNBL portal are subject to the following User Terms of Use (UToU). Your use of the DNBL portal is expressly premised upon your acceptance of the DNBL UToU set forth herein, and any other related notices posted on the DNBL portal. Your use of the DNBL portal, or of any content presented in any and all areas of the portal, indicates your understanding of, and agreement to, the DNBL UToU, and other notices posted on this portal.

By your continued use of the DNBL member portal, you expressly agree to review the DNBL UToU in a timely manner for updates to the terms of use and that any subsequent use by you of the DNBL portal following changes to the UToU shall constitute your acceptance of any and all such changes.

The DNBL EB reserves the right to update the UToU. The users will be informed via portal notice of such updates. Any changes to the DNBL UToU shall be effective immediately following the posting of such changes on this portal.

By providing the DNBL TA with your information, you acknowledge that you have read and understand these UToU, that you agree to the terms, and that you consent to the transfer of such

information outside your resident jurisdiction. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use the DNBL portal.

3. Definitions

The definitions set forth in the DNBL Operating Model latest edition posted on the DNBL portal apply to these UToU. DNBL Operating Model remains the sole source of definitions tailored for the DNBL framework and complements the NATO AAP-15 Glossary and Terms.

4. User Terms of Use

4.1 User Information

Use of the DNBL portal requires registration. Current, complete, and accurate information must be provided as requested during the registration process. Passwords and user names must be selected. Additional registration and acceptance of additional terms of use apply for the use of specific services, features and functionalities of the DNBL portal.

As a user, you are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify the DNBL TA immediately of any unauthorized use of your account or any other breach of security. NCIA will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by NCIA or another party due to someone else using your account or password.

4.2 Materials provided to or posted on the DNBL portal

The NCIA will not claim ownership of the materials you provide to the DNBL TA (including feedback and suggestions) or that you post, upload, input or submit (collectively "Submission").

All data and copies, extracts, summaries or digests (including computer retained format) thereof and disclosed pursuant to the DNBL MToU shall remain the property of the Disclosing Partner and no license, right, title or interest in or to any patent, trademark, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure or access to such data/information disclosed to the Receiving Partner.

The DNBL TA is under no obligation to post or use any submission you may provide and the DNBL TA may remove any submission at any time at its sole discretion when such submission violates ToU.

Users remain solely responsible for ensuring that any submission posted on the DNBL portal complies with all applicable export control laws and for obtaining any and all necessary permissions, licenses, or authorizations in this regard.

4.3 User Conduct and Obligations

You agree to follow all applicable laws and regulations when using the DNBL portal.

Unless otherwise specified, the content of the DNBL portal is not for personal use.

By requesting Visitor Access to the DNBL website, you expressly provide that you have the legal authority to bind your company/academic institution to these ToU, and that both you and your company/institution are bound to these ToU.

You agree that you shall not upload, post or otherwise transmit through or to the DNBL portal, including through the event sites, any submission that:

1. Is unlawful, abusive, threatening, harmful, obscene, lewd, offensive, harassing, defamatory or otherwise objectionable, and/ or that otherwise violates the legal rights (such as rights of privacy and publicity) of others.
2. Infringes or potentially infringes the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others, including, by way of example, and not as limitation, copyright or trademark laws, unless you own or control the rights thereto or have received all necessary consent to do the same.
3. Contains any viruses, trojan horses, time bombs, malware, spyware or any other harmful programs or elements.
4. Disrupts, places unreasonable burdens or excessive loads on, interferes with or attempts to gain unauthorized access to any portion of the DNBL portal, the NCIA computer systems, servers or networks.
5. Exceeds "NATO Unclassified" security classification or national equivalent.
6. Exceeds reliability to registered users of the DNBL portal.
7. Share and/or distribute your Login Credentials for the DNBL portal.

You agree to use the event sites only to post, send, and receive messages and material that are proper and, when applicable, related to the particular DNBL event.

You further agree that you shall not:

1. Provide false information about yourself or your organisation/company/academic institution, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any content, message or other communication.
2. Transmit junk mail, chain letters, or other unsolicited bulk e-mail or duplicative messages.
3. Collect information about other users or/and members of the DNBL portal without their consent or otherwise systematically extract data or data fields, including without limitation any financial data or e-mail addresses.
4. Sell access to the use of the DNBL portal, including any content contained on, downloaded or accessed from this portal.
5. Redistribute, except as otherwise provided for, any content from the DNBL portal in any manner whatsoever including by means of printed publication, fax broadcast, web pages, e-mail, web newsgroups or forums, or any other electronic or paper-based service or method.
6. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
7. Intentionally alter the format in which data is provided by the DNBL TA and/or other users, or otherwise circumvent regular DNBL TA interfaces to such data.
8. Use the DNBL portal in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
9. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

10. Use any material or information, including images or photographs, which are made available through the DNBL portal in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
11. For site management, information is collected for statistical purposes in line with the privacy policy as stated herein. DNBL, as part of a NATO computer system, uses software programs to create summary statistics, which are used for such purposes as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.
12. Advertise or offer to sell or buy any goods or services for any business purpose download any file posted by another user that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
13. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
14. Restrict or inhibit any other user from using and enjoying the DNBL portal.
15. Violate any code of conduct or other guidelines which may be applicable for the use of the portal and for any particular service or DNBL event.

4.4 Revocation and/or Termination of Access to the DNBL portal

The DNBL TA can, in its sole discretion, revoke and/or terminate access to all or portions of the DNBL portal for violations of the letter or spirit of these UToU, and/ or if it determines that you otherwise create risk or possible legal exposure for NCIA.

You may request the DNBL TA to delete your account or disable your application at any time.

5. Privacy Policy

Any personal information provided to the DNBL TA for DNBL access is protected from unauthorized access and disclosure through the use of password and physical security measures. The NCIA's disclaimer applies.

Data gathered in connection with the use of the DNBL portal might be used for evaluation, analysis or statistics purposes. However, reconciliation with other data pools or circulation to third persons is strictly prohibited.

The DNBL TA will use collected personal information in ways that are compatible with the purposes for which it was intended, for example, to enable access to the DNBL portal, to respond to inquiries, or to send newsletters.

The DNBL TA may use your name, statement, comment and affiliation to attribute information that you may have posted on the DNBL portal. For example, your name will appear on posts in discussion boards.

6. Security of Internet transmissions

The transmission of data or information over the Internet or other publicly accessible networks may not be secure, and is subject to possible loss, interception or alteration while in transit. Accordingly, NCIA does not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet.

NCIA shall take reasonable efforts to safeguard the privacy of the information you provide, in no event will the information be deemed to be confidential. For site security purposes and to ensure that this service remains available to all users, DNBL employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage.

7. Third party websites content

Links or pointers to other websites are provided to you for convenience only and do not constitute an endorsement or approval by NCIA or the organizations that operate such websites, and/or the content, privacy policies, terms of use, or User Agreements on such websites. As NCIA do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

8. Proprietary Rights

Any identifying marks or logos of NATO, NCIA or DNBL are and shall remain the exclusive property of NATO and NCIA. Any unauthorized use of these marks is unlawful. Other trademarks on the DNBL portal are the property of their respective owners.

All content on the DNBL portal, including, without limitation, all programs, compiled binaries, interface layout, interface text, documentation, and graphics, remains the copyrighted property of its respective owner(s) and is protected by international copyright law.

9. Disclaimer

Access to the DNBL portal at the User level is for informational purposes only and is not intended to provide specific commercial, regulatory or legal advice. It is provided solely for the use of NATO organizations, national governments, companies and academic institutions located in NATO member and Partnership for Peace (PfP) nations to facilitate ET&E activities. Unless otherwise indicated on the DNBL portal, you may display, download, archive and print copies of any information on the DNBL portal.

The DNBL TA and other site contributors have used their best efforts to obtain the most accurate and timely information available, all of which are complex and subject to rapid change. The performance of the DNBL portal and all information contained on, downloaded or accessed are provided to you on an "as is" basis, without warranties of any kind whatsoever, including fitness for a particular purpose or non-infringement of the rights of third parties.

At the User level, the DNBL TA reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part of or the entire DNBL portal.

10. General Provisions

If any provision of these UToU is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these UToU shall continue in full force and effect. You agree that these UToU and other notices posted on the DNBL portal have been drawn up in the English language.

Nothing in these UToU shall prevent the DNBL TA from complying with applicable law.

These UToU do not confer any third party beneficiary rights.

The DNBL TA has no obligation to monitor submissions to the DNBL portal. However, the DNBL TA reserves the right to review submissions posted to the DNBL portal and to remove any materials in its sole discretion when such submission violates ToU.

The DNBL TA reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in DNBL TA's sole discretion.

DNBL TA does not control or endorse the content, messages or information uploaded by other users and, therefore, DNBL TA specifically disclaims any liability with regard to such content, messages or information and any actions resulting from your use of it. NATO employees should not be automatically considered as NATO or the DNBL TA spokespersons, and their views do not necessarily reflect those of NATO or the DNBL TA.

11. Applicable Law

The UToU shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Belgium.

12. Required User Information UToU for the DNBL portal

Represented Organization	
Type	
Website	
Address – Street	
City	
State/Prov.	
Postal Code	
Country	
User Information	
First Name	
Last Name	
Position	
Mr./Mrs./Ms/Title	
Phone	
Fax	
E-mail	