

WIPO eTISC Terms of Use

By accessing/using the Site, the User is agreeing to be bound by these Terms of Use.

1. Definitions

In these Terms of Use,

1.1 “Site” shall mean the eTISC platform, which provides a secure space for the Technology and Innovation Support Center (TISC) community and intellectual property users to interact with each other and share knowledge and ideas.

1.2 “User” shall mean any person who gains access to the Site following authorization from WIPO.

1.3 “Content” shall mean any material posted, uploaded, or hyperlinked by the User on the Site.

2. User Registration / Authorization

2.1 Any User who obtains an authorization from WIPO can access the Site using his/her WIPO Account. A User without a WIPO Account must create an account by registering with WIPO before seeking an authorization.

2.2 As part of the registration process, the User will be asked to select a login name and a password. The User may not use an identity of another entity or person. The User may not disclose or share his/her login information with any other person. The User agrees to notify WIPO at [[Contact us form](#)] of any disclosure of his/her login information. The User will be responsible for maintaining the confidentiality of his/her login information.

3. Obligations of the User

3.1 The User shall not use the Site for any purpose that is unlawful or not reasonably intended by WIPO. Specifically, the User is forbidden to:

- submit any solicitations, advertisement, or spam to the Site;
- infringe, violate or misappropriate any third party’s intellectual property rights, other proprietary rights or contractual rights;
- engage in a phishing or obtain financial or other personal information in a misleading manner or for fraudulent purposes;
- impersonate other person, or falsely state or otherwise misrepresent affiliation with any person or entity.

3.2 The User shall use respectful language in communications, and be mindful of cultural differences and respect diversity. The User shall not use the Site in the following manners:

- in a manner that is libelous or defamatory, or in a way that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another's privacy;

- in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable.

3.3 The User shall not submit Content unrelated to the eTISC Community or submit same or similar Content repeatedly. The User shall not submit the following Content:

- any material that depicts rape, extreme violence, murder, bestiality, incest, or other similar content;
- any material that contains pornography, nudity, or other similar content;
- any material that is harmful to minors in any way.

3.4 The User shall not disclose confidential information or other person's personal or identifying information on the Site. The User acknowledges that public disclosure of an invention before a patent application is filed may result in the patent application for this invention being refused or invalidated.

3.5 Any other abusive use of the Site is prohibited, including to:

- use automated means, including spiders, robots, crawlers, data mining tools, or the like to monitor or copy the Site or any Content therein;
- submit any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site;
- use the Site as a generic file hosting service;
- interfere or attempt to interfere with the proper working of the Site or prevent other Users from using the Site;
- disrupt the normal flow of dialogue with an excessive number of messages (flooding attack);
- otherwise negatively affect other Users' ability to use the Site.

3.6 In the event of any violation of the Terms of Use, WIPO may block or terminate access of the User to the Site.

4. Level of Service

The Site is provided by WIPO on a "best effort" basis, 24 hours per day, 7 days per week. This Site may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

5. License

The User may use, store, reproduce, distribute, communicate, publish, publicly perform, and publicly display the Content submitted by the other User, only with the express permission from the said User, and with the condition that the said User is credited as being the original source.

6. Representation and Warranties

6.1 The User warrants and represents that the User owns all copyright, and any other right, necessary for the submission of the Content, and/or that any appropriate permission was obtained from the right holders, to the extent that the Content is copyright protected or protected under any other legislation.

6.2 The User warrants and represents that the submission of the Content shall not infringe intellectual property rights, or any other rights, of any third party.

7. Disclaimers

7.1 WIPO shall not be liable for any indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the User, including, but not limited to, losses of business, revenue or profits, as a consequence of submitting or using any Content on the Site.

7.2 WIPO does not endorse the Content submitted by the User. The User is solely responsible for the Content submitted by him/her. WIPO shall not be liable for any claims by third parties arising out of or in any way connected to the submission of the Content by the User.

7.3 Hyperlinks on the Site to other websites, either created by WIPO or the User, imply neither responsibility for, nor approval of, those other websites or the content contained therein on the part of WIPO. WIPO makes no warranty, either express or implied, as to the legality, accuracy, or availability of such content.

7.4 WIPO shall not be liable or deemed to be in default for any delays or failure in performance or interruption of the Site resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

8. Indemnification

Users shall release, defend, indemnify, and hold WIPO harmless from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with the violation of these Terms of Use.

9. Modifications of the Site

WIPO reserves the right to modify, remove or correct any content of the Site at any time, in its sole discretion and without prior notification.

10. Use of Logo

The User does not have the right to use the WIPO logo.

11. Intellectual Property

The User recognizes that a particular form of compiling content, the presentation and design of the Site are protected by applicable IP laws.

12. Personal Data and Privacy

The User acknowledges that WIPO may use his/her personal data according to WIPO's [Privacy Policy](#), which is incorporated herein by this reference.

13. Amendments to the Terms of Use

WIPO may amend these Terms of Use at any time at its sole discretion. Any amendments will be published on the Site. Users shall be responsible for reviewing and becoming familiar with any such amendments. Unless stated otherwise, amendments shall take effect immediately following publication of the new Terms of Use.

14. Privileges and Immunities

Nothing in or relating to these Terms of Use shall be deemed a waiver of any privileges and immunities of WIPO as an international organization and specialized agency of United Nations.

15. Settlement of Disputes

Any dispute between WIPO and the User arising out of or relating to these Terms of Use that cannot be resolved amicably shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

16. Contact Information

The User may contact WIPO at [\[Contact us form\]](#) to ask any questions related to the Site or to flag any inappropriate Content.