Terms of Use

Universal *Classification* Schema

Terms of Use

Universal Classification Schema

These terms of use (hereinafter: "Terms") set forth the terms and conditions under which the Universal Classification Schema ("Schema") can be used in an operational setting by you as a User. The Schema is owned and managed by the Custodian.

By accepting these Terms, you confirm that you are a duly authorized representative of your organization acting as User and you acknowledge to have received, read and to agree with these Terms in their entirety without reservation. Such acceptance of the Terms constitutes a binding legal agreement between the User and the Custodian ("Agreement").

1. General

1.1. The capitalized terms used herein are either defined by explicit reference or as follows:

a. **Authorized Entity**: any entity mentioned in Annex I which has been mandated or has a specific or general authorization or obligation in accordance with national, supranational or international law to assess and qualify Child Sexual Exploitation and Abuse Material with the aim of:

    i. identifying Child Sexual Exploitation and Abuse Material for one or more of the purposes mentioned under ii to iv below;

    ii. reporting such Child Sexual Exploitation and Abuse Material and/or any illegal activities related thereto to competent authorities; or

    iii. removing such Child Sexual Exploitation and Abuse Material from any private or public digital or physical source; or

    iv. conducting police, criminal or administrative investigations pertaining to such Child Sexual Exploitation and Abuse Material;

as well as any entity which creates tools, software and other means used to assist other authorized entities in the identification, detection and/or investigation of Child Sexual and Abuse material.

b. **Business Day**: All days of the week, except for Saturdays, Sundays and official holidays in the country where the Custodian has its registered seat between 9am and 5pm.

c. **Candidate**: any entity which requests the Custodian's permission to access and download the Documentation with the aim of becoming a User.

d. **Copyright Disclaimer**: the disclaimer which sets forth the ownership and usage rights related to the Schema and the Documentation as a work protect by Intellectual Property Rights, which the User accepts when requesting access to the Schema and the Documentation and which is an integral part of these Terms.

e. **Confidential Information**: any information, data, materials or knowledge kept in whatever form related to:

    i. the Schema;

ii. the operational, technical and functional details related to the User's implementation and use of the Schema;

iii. any information construed as, or related to, Child Sexual Exploitation and Abuse Material classified using the Schema;

iv. any information related to the Custodian's or the User's staff involved in the management, support, implementation and/or use of the Schema;

v. any information or data related to a support request of User to the Custodian about the implementation and/or use of the Schema; as well as

vi. any information or data which by its nature should be construed as confidential. Information which shall not be considered as confidential by its: any information for which the party receiving the information ("**Receiving Party**") can demonstrate that (i) it was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the party disclosing the information ("**Disclosing Party**"); (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or (v) that the Disclosing Party has disclosed to unaffiliated third parties without similar restrictions.

f. **Child Sexual Exploitation and Abuse Material**: any material, including but not limited imagery and videos, which must be construed as and/or shows:

i. any actual or attempted abuse against a child of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of the child; or

ii. a child in sexual activity that the child does not fully comprehend, is unable to give informed consent to, or for which the child is not developmentally prepared and cannot give consent.

g. **Custodian**: the entity which owns and manages the Schema, which is the International Association of Internet Hotlines ("**INHOPE**"), having its registered seat at Bos en Lommerplein

280, 1055RW Amsterdam, the Netherlands and registered with the Chamber of Commerce with no. 34124277.

h. **Documentation**: the documents published and made available by the Custodian via the Website or any other communication channel chosen by the Custodian which describe the Schema, additional information regarding the setup and use of the Schema and all official training materials related to such setup and use.

i. **Force Majeure**: circumstances beyond the control of a Party and that could not reasonably have been foreseen and that prevent the total or partial performance of any obligation under (i) these Terms, or (ii) any agreement or document further thereto, such as natural disaster, war, civil war, insurrection or riot, fire, flood, explosion, earthquake, electrical disconnection as a result of any of the above events, global or regional internet outage, pandemics leading to restrictions on normal activities, strikes or labor disputes causing cessation, slowdown or interruption of work unless such strikes or labor disputes are specific to either Party, national emergency, act or omission of any governmental authority or agency.

j. **Intellectual Property Rights**: all brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.

k. **Party (or Parties)**: Custodian and User are each a party and are jointly referred to as the parties.

l. **Purposes**: the purposes for which the Universal Classification Schema can be used under these Terms in an operational setting, which are:

    i.   Identifying Child Sexual Exploitation and Abuse Material

    ii. Conducting police, criminal or administrative investigations pertaining to Child Sexual Abuse and Exploitation Material

    iii. Removing of Child Sexual Exploitation and Abuse Material from any private or public digital or physical source

    iv. Reporting of any illegal activities or media relating to Child Sexual Exploitation and Abuse Material

v.   Creating tools, software and other means to assist other Authorized Entities in the identification, detection and/or investigation of Child Sexual and Abuse material

m. **Rulebook**: the terms and conditions which determine the governance framework of the Schema.

n. **Schema**: the Universal Classification Schema outlined in the Documentation.

o. **User**: the Authorized Entity which has been declared eligible by the Custodian to set up and use the Schema in accordance with these Terms and the Documentation.

1.2.   The official and binding language of the Terms, the Documentation, any support rendered and communication with the User shall be English. The Custodian may decide, at its sole discretion, to provide courtesy translations in other languages than English of one or more of the aforementioned materials to a User.

1.3.   The Agreement with the User consists of these Terms including its Annexes, the Copyright Disclaimer, any other conditions imposed on the User by the Custodian in writing as part of the eligibility assessment (see Article 2) and any other later amendment of any of the foregoing as agreed in writing between the Parties.

1.4.   In case of a conflict between or among these Terms, the Copyright Disclaimer and the other conditions, the following order of prevalence shall apply:

a.   these Terms;

b.   the Copyright Disclaimer;

c.   additional eligibility conditions;

d.   later amendments;

unless and to extent that a later amendment, agreed between Parties in writing, clearly stipulates which provision(s) of the Terms, the Copyright Disclaimer or the additional eligibility conditions it intends to override, in which case such later amendment prevails.

1.5.   Without prejudice to the previous clause, the Custodian reserves the right to revise these Terms from time to time. Any revision of the Terms shall be communicated to the User and the User shall be asked to accept the revised version of the Terms. The User understands, however, that a more flexible approach is warranted with regard to the eligibility criteria in Annex II considering the need to keep the use of the Schema safe for all stakeholders involved. Hence, any update to the eligibility criteria by the Custodian shall apply and be binding for the User from the date specified by the Custodian in the

communication informing the User of the updated eligibility criteria, irrespective of whether the User has provided prior consent to the update or not.

2. Eligibility

2.1. The Custodian reserves the right to assess the eligibility of a Candidate submitting a request to become a User. The eligibility criteria to become a User are set forth in Annex II of these Terms.

2.2. By submitting its request to become a User, the Candidate explicitly and unambiguously confirms that it is an Authorized Entity. Any Candidate which turns out not to be an Authorized Entity will automatically be refused as a User.

2.3. Every Candidate and User shall immediately inform the Custodian of any task or obligation imposed upon such Candidate or User by national, supranational or international law which may impede the Candidate's or User's compliance with these Terms. To the extent that such impediment cannot be reconciled with the obligations hereunder, the Custodian shall refuse or withdraw the status of "User", as applicable.

2.4. The User understands and agrees that the latest version of the eligibility criteria set forth in Annex II, as duly communicated to the User by the Custodian, must continuously be fulfilled for as long as the User uses the Schema. The Custodian reserves the right to periodically re-assess the User's conformity with the eligibility criteria. Whenever such re-assessment indicates that one or more eligibility criteria are not or no longer fulfilled, the Custodian shall inform the User thereof and both Parties shall agree on a plan and a timeline to remedy such non-fulfilment.

2.5. Any User which loses its mandate as an Authorized Entity shall immediately inform the Custodian thereof and shall immediately cease all use of the Schema and the Documentation. The Custodian reserves the right to inform all other Users that the User has lost its mandate as an Authorized Entity.

2.6. The Custodian shall have the right to request a Candidate or a User to provide all evidence the Custodian deems necessary to demonstrate that:

a. the Candidate or User has an active and valid mandate as Authorized Entity; and

b. the applicable eligibility criteria have been fulfilled.

All information and materials submitted as evidence shall be accurate, complete, truthful and up to date.

3. Training

3.1. The Custodian can make training materials available regarding the setup and use of the Schema.

3.2.   The User shall make reasonable efforts to ensure that staff members who will set up and use the Schema operationally are properly trained on the basis of the training materials made available by the Custodian.

3.3.   The User shall periodically check whether the Custodian has made new or updated training materials available and if so, that the aforementioned staff members are trained on the basis of the new or updated training materials.

3.4.   The User understands and agrees that only the official training materials, i.e., the training materials made available by the Custodian, will be taken into account to assess whether the training obligations in this Article 3 have been complied with.

3.5.   If and to the extent that the Custodian, at its sole discretion, decides to provide tailored and/or on-site training upon a User's request, such tailored and/or on-site training shall be subject to a separate agreement between that User and the Custodian.

4.   Using the Schema

4.1.   The User shall use the Schema for the Purposes only in accordance with these Terms, the Documentation and the reasonable instructions of the Custodian.

4.2.   Without prejudice to the User's tasks and obligations as Authorized Entity and without prejudice to clause 2.3, the User shall refrain from using the Schema and any part of the Documentation in a way which:

    a)   harms, or threatens to harm:

        I.   the rights, interests, assets, systems, information or activities of the Custodian, other Users or third parties;

        II.   the proper functioning of the Schema as set forth in the Documentation.

    b)   is, or can reasonably be construed as, any form of commercial exploitation of Child Sexual Exploitation and Abuse Material for economic or financial gain to the benefit of the User or of any third party. Shall not be construed as commercial exploitation in the sense of this clause:

        I.   the development and making available or sale of tools, software and other means to other Authorized Entities to assist them in the identification, detection and/or investigation of Child Sexual and Abuse material;

        II.   all activities pursued for reasons of legitimate public interest.

4.3. The User shall take all reasonable technical and organizational measures to ensure that the Schema and the Documentation are used in a secure environment and that only staff members who are properly trained and require access to the Schema and the Documentation for the performance of their tasks are authorized to access them.

4.4. The Custodian shall provide reasonable support via email to the User regarding the setup and use of the Schema and the training materials, but the User shall at all times be solely and exclusively responsible for such setup and use. The Custodian may decide at its discretion to complement the support rendered via email with support via phone or video call on Business Days.

4.5. If and to the extent that the Custodian, at its sole discretion, decides to provide additional support beyond the normal reasonable support to a User, such additional support shall be subject to a separate agreement between that User and the Custodian.

5. Updates and changes

5.1. The User understands and agrees that one of the key benefits of the Schema lies in the fact that all Users work on the basis of a common version of the Schema when classifying Child Sexual Exploitation and Abuse Material and that unauthorized and/or uncoordinated versions of the Schema may void its effectiveness and use. Therefore, and without prejudice to a User's right to decide to implement the Schema in whole or in part in its operations:

  a) the User shall refrain from creating, using, distributing, promoting, publishing or testing amended or supplemented versions of the Schema or the Documentation;

  b) the User shall make its best efforts to ensure that only the latest version of the Schema and the Documentation are used within its organization.

5.2. The Custodian reserves the right to periodically review, update, amend and/or supplement the Schema and the Documentation in accordance with the Rulebook. The Rulebook does not apply to an individual User and does not become part of the Agreement. The User shall not derive any rights from the Rulebook vis-à-vis the Custodian.

5.3. Any review, update, amendment of, or supplement to, the Schema or the Documentation shall be communicated by the Custodian via the Website and/or via email. It remains the User's responsibility to periodically check whether such review, update, amendment or supplement has been published.

5.4. The User shall always have the right to provide feedback to the Custodian about the Schema and the Documentation but the Custodian shall decide at its sole discretion which consequences, if any, shall be given to such feedback in relation to the Schema and the Documentation.

6. Fees

6.1.   Participation to the Schema is free of charge.

7. Intellectual property

7.1.   The ownership and management of Intellectual Property Rights related to the Schema and the Documentation are set forth in, and governed by, the Copyright Disclaimer.

7.2.   In addition to the Copyright Disclaimer, the User understands and agrees that all Intellectual Property Rights pertaining to changes and amendments of, and supplements to, the Schema and the Documentation shall vest, from their conception, in the Custodian and that provision of feedback shall in no event be construed as transferring any ownership rights, in whole or in part, to the User.

8. Confidentiality

8.1.   The Disclosing Party shall at all times remain the sole owner of all rights and title to the Confidential Information and nothing in these Terms shall be interpreted as a transfer, in whole or in part, of such rights or title to the Receiving Party.

8.2.   As long as the Confidential Information has not become public knowledge, the Receiving Party shall:

    a)   use the Confidential Information solely to fulfil its obligations hereunder and for no other purpose;

    b)   not make any copies or reproductions without the prior written consent of the Disclosing Party (which may be withheld in absolute discretion), regardless of the technical medium of the Confidential Information;

    c)   store the Confidential Information in a secure place so as to effectively protect it;

    d)   hold the Confidential Information in strict trust and confidence and shall not directly or indirectly disclose or make such Confidential Information accessible, by publication or otherwise, to any person or entity whatsoever except for disclosure on a strict "need-to-know" basis to:

        I.   those of its employees or contractors who have a need to know such information for the performance of their legitimate tasks. The Receiving Party shall ensure that the obligation of confidentiality shall also extend beyond the termination of the respective employment or subcontracting contract(s).

II.   any other third party or entity that has a need to know such information in order to use the Confidential Information for the intended purposes as set forth in these Terms and the Documentation.

e)   notify the Disclosing Party immediately if and when it becomes aware that the Confidential Information has been disclosed to or is in the possession of any person who is not authorized by these Terms to receive the Confidential Information. The Receiving Party will cooperate with the Disclosing Party and take such actions as may be necessary, or may be reasonably requested by the Disclosing Party, to minimize the violation and any damage resulting from it and to prevent a recurrence of the violation.

8.3.   Notwithstanding the above, the Custodian and the User are both authorized to publicly communicate, for as long as the User is Party to the Agreement, about the simple fact that the User uses the Schema.

9. Privacy and data protection

9.1.   Each Party shall be responsible for its compliance with privacy and data protection laws to which such Party may be subject in its jurisdiction.

9.2.   Nothing in these Terms or the Documentation shall be interpreted or construed as the Custodian exercising a decisive influence on a User's purposes and means for processing personal data when a User uses the Schema to classify Child Sexual Exploitation and Abuse Material. Each User shall at all times remain solely and exclusively responsible as Authorized Entity for its processing of personal data related to its classification of Child Sexual Exploitation and Abuse Material and the User shall in no event take any instruction from the Custodian in relation to this processing.

10. Warranty and liability

10.1.   The Schema, the Documentation and any support rendered by the Custodian are provided "as-is", "as-available" and on a best-efforts basis only.

10.2.   The Custodian shall make all best efforts to perform its obligations under these Terms and makes no express or implied warranties in connection with the Schema, the Documentation or any support rendered, including in particular the fitness for a particular purpose, merchantability or the compliance thereof with any legal or regulatory requirement, unless agreed otherwise in these Terms.

10.3.   Each Party acknowledges that its regulatory obligations and compliance procedures remain its sole responsibility and that each Party alone is responsible for compliance of its procedures with legal and regulatory requirements.

10.4. The Custodian shall not be liable for any use made by a User of the Schema, the Documentation or any other material provided hereunder in manner that violates applicable national, supranational or international law or the Terms or which has caused, or threatens to cause, claims or damages, whether in contract or in tort, brought by a third party against the User or the Custodian as a consequence of such use.

10.5. To the extent allowed under mandatory law, the liability of the Custodian hereunder for claims or damages, whether in contact or in tort, shall in any case be limited to a thousand (1000) euro in aggregate.

11. Term and termination

11.1. These Terms apply from the date they are signed by the User and shall apply for as long as the User retains the right to use the Schema and/or (parts of) the Documentation in accordance with the Terms.

11.2. The Custodian has the right to revoke a User's rights to use the Schema and/or (parts of) the Documentation immediately, thereby terminating the Agreement, without recourse to a court or incurring a charge, when:

a) the User loses its mandate as Authorized Entity;

b) the User fails to comply with the remedial plan agreed with the Custodian as set forth in clause 2.4; or

c) the User commits a serious breach of these Terms. Violations of clause 4.2 and Articles 7, 8 and 9 shall in any case be construed as a serious breach of these Terms.

11.3. Upon termination of the Agreement for whatever reason, the User shall cease all use of the Schema and the Documentation, shall no longer communicate to others that it uses the Schema and shall destroy all remaining copies of the Schema in its possession. The Custodian shall destroy all Confidential Information of the User.

12. Waiver

12.1. No failure to exercise or any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

13. Independence

13.1. Nothing in these Terms shall be construed as Parties' intention to form a partnership or joint venture or to appoint one Party as agent of the other Party. Without explicit written permission of the other Party, Parties shall not be authorized to enter into binding commitments on behalf of that other Party.

14. Sub-contracting

14.1. The Custodian can subcontract the whole or part of its obligations hereunder to a third party. The Custodian remains responsible for its subcontractor's compliance with what has been set forth herein.

15. Severability

15.1. If any provision in or any part of these Terms is or becomes invalid, non-binding or unenforceable, such provision will be severed from the Terms, the remainder of these Terms will remain in full force and effect, and the Custodian will replace the severed provision with a provision that achieves, to the greatest extent possible, the intent of the severed provision.

16. Assignment

16.1. The User may not assign any of its rights or obligations under these Terms, unless with the prior written consent of the Custodian.

17. Applicable law and jurisdiction

17.1. These Terms and all respective rights and obligations of the Parties hereunder shall be governed by and shall be construed in accordance with the laws of the Netherlands without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. For the avoidance of doubt, the UN Convention on Contracts for the International Sale of Goods shall not apply.

17.2. Any dispute arising out of, or in connection with, these Terms shall be brought before the Courts of Amsterdam, the Netherlands who shall be exclusively competent.

Annex I – List of potential Authorized Entities

1. NGO (excluding hotlines)
2. Child protection specialist
3. Hotlines that are members of the INHOPE network
4. Hotlines outside of INHOPE network
5. Law enforcement
6. Educational bodies
7. Policy makers / government officials
8. Research institution
9. Lobbyists
10. Technology solution provider
11. Industry sectors tackling Trust & Safety / Child Safety
12. Expert witness

Annex II – Eligibility Criteria

1. Applicants must be from registered and accredited company, organisation, or academic body

2. Applicants must state their intended use in the application

3. Applicants / organisation / role must be relevant to combatting CSAM / CSEM

4. Applicants must fall under the Use Cases listed herein

5. Applicants must agree to the terms of use

6. Applicants must have a dedicated point of Contact and transfer that ownership if they leave that position / company