

Linux Foundation Europe Policies

| | |
|--|-----------|
| Antitrust Policy | 2 |
| Code of Conduct | 5 |
| General Rules of Operation Policy | 10 |
| Privacy Policy | 11 |
| Website Terms of Use | 22 |
| Cookie Policy | 27 |
| Good Standing Policy | 33 |
| Trademark Policy | 35 |

Antitrust Policy

Linux Foundation Europe

Effective: 26 July 2022

Introduction

This Antitrust Policy is developed in accordance with Articles 101 and 102 of the Treaty on the Functioning of the European Union. Open Technology (including open source software, open specifications and standards, open hardware, and open data) produces publicly available artifacts which contribute to improving the production and distribution of goods and promote technical and economic progress, while allowing everyone a fair share of the resulting benefit.

The purposes of Linux Foundation Europe ("LF Europe") are to:

- support the collaborative development, availability and adoption of Open Technology;
- host various projects pursuing the development of Open Technology and other technical assets, materials and processes (each such project, which itself may include any number of subprojects, a "Project");
- provide enablement and support to Projects to assist their development activities; and
- undertake such other lawful activity as permitted by law and as consistent with the mission, purpose and tax-exempt status of LF Europe. .

The purpose of this Antitrust Policy (the "Policy") is to avoid antitrust risks in carrying out this pro-competitive mission.

LF Europe is a Belgian private stichting headquartered in Belgium. It is the policy of LF Europe and all Projects to comply with all applicable Belgian, European Union, and international antitrust and trade regulation laws (collectively, the "Antitrust Laws"). The penalties for violating the Antitrust Laws can be severe depending on the jurisdiction, and could potentially include damages, large fines, and/or imprisonment of individuals found guilty of illegal conduct.

LF Europe will use its best reasonable efforts to comply in all respects with the Antitrust Laws. In addition, all participants and contributors (collectively, "participants") of Projects must likewise use their best reasonable efforts to comply in all respects with the Antitrust Laws and this Policy in carrying out LF Europe-related and/or Project-related activities.

The goal of Antitrust Laws is to encourage vigorous competition. Nothing in this Policy, or in any LF Europe document or policy, prohibits or limits the ability of participants to make, sell or use any product, or otherwise to compete in the marketplace. This Policy provides general guidance on compliance with Antitrust Law. Participants should contact their respective legal counsel to address specific questions.

This Policy is conservative and is intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of any inconsistency between this Policy and the Antitrust Laws, the Antitrust Laws preempt and control.

This Policy shall be published on the web site of LF Europe.

Participation

Technical participation in any Project shall be open to all, subject only to compliance with the policies of LF Europe, including without limitation the provisions of the charter applicable to such Project.

Conduct of Meetings

At meetings among actual or potential competitors, there is a risk that participants in those meetings may improperly disclose or discuss information in violation of the Antitrust Laws or otherwise act in an anti-competitive manner. To avoid this risk, participants must adhere to the following policies when participating in LF Europe-related or sponsored or Project-related or sponsored meetings, conference calls, or other forums (collectively, "Project Meetings").

Participants must not, in fact or appearance, discuss or exchange information regarding:

- An individual company's current or projected prices, price changes, price differentials, markups, discounts, allowances, terms and conditions of sale, including credit terms, etc., or data that bear on prices, including profits, margins or cost.
- Industry-wide pricing policies, price levels, price changes, differentials, or the like.
- Actual or projected changes in sources of supply, industry production, capacity or inventories.
- Matters relating to bids or intentions to bid for particular products, procedures for responding to bid invitations or specific contractual arrangements.
- Plans of individual companies concerning the design, characteristics, production, distribution, marketing or introduction dates of particular products, including proposed territories or customers.
- Matters relating to actual or potential individual suppliers that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers.
- Matters relating to actual or potential customers that might have the effect of influencing the business conduct of firms toward such customers.
- Individual company current or projected cost of procurement, development or manufacture of any product.
- Individual company market shares for any product or for all products.
- Confidential or otherwise sensitive business plans or strategy.

In connection with all Project Meetings, participants must do the following:

- Adhere to prepared agendas.
- Insist that meeting minutes be prepared and distributed to all participants, and that meeting minutes accurately reflect the matters that transpired.
- Consult with their respective counsel on all antitrust questions related to Project Meetings.
- Protest against any discussions that appear to violate these policies or the Antitrust Laws, leave any meeting in which such discussions continue, and either insist that such protest be noted in the minutes.

Requirements/Standard Setting

LF Europe and the Projects may create or establish standards, technical requirements and/or specifications for use by a Project (collectively, “requirements”). All such requirements shall be voluntary. Participants shall not enter into agreements that prohibit or restrict any participant from establishing or adopting any other requirements. Participants shall not undertake any efforts, directly or indirectly, to prevent any firm from manufacturing, selling, or supplying any product not conforming to a requirement.

Projects shall not promote standardization of commercial terms, such as terms for license and sale.

All participants shall execute and abide by all applicable rules, policies and procedures adopted by LF Europe as such policies and procedures may be updated from time to time (collectively “LF Europe Policies”). Requirements developed by Projects shall not incorporate any information that is proprietary, confidential, or otherwise would require a manufacturer, developer, or end-user of a product conforming to the requirements to obtain a license or permission from any third party to use the requirements. When participating in the development of requirements, participants in the process shall not contribute information that is proprietary, confidential or otherwise protected by rights belonging to that participant or any third party except as may be permitted in accordance with LF Europe Policies.

Contact Information

To contact LF Europe regarding matters addressed by this Antitrust Policy, please send an email to legal@linuxfoundation.eu, and reference “Antitrust Policy” in the subject line.

Code of Conduct

Linux Foundation Europe

Effective: 26 July 2022

This Code of Conduct will apply to any Project of Linux Foundation Europe (“LF Europe”) unless a Project has adopted, with approval of LF Europe, a Project-specific code of conduct).

LF Europe supports and hosts open source and open standards projects (each a “Project”) and undertakes such other activities as is consistent with its mission and purpose.

Introduction

The purposes of Linux Foundation Europe (“LF Europe”) are to:

- support the collaborative development, availability and adoption of open source software, hardware and networking and other technologies and the collaborative development, availability and adoption of open protocols and standards (individually and collectively, “Open Technology”);
- host various projects pursuing the development of Open Technology and other technical assets, materials and processes (each such project, which itself may include any number of projects, a “Project”);
- provide enablement and support to Projects to assist their development activities; and
- undertake such other lawful activity as permitted by law and as consistent with the mission, purpose and tax status of LF Europe.

LF Europe hosts communities where participants choose to work together, and in that process experience differences in language, location, nationality, and experience. In such a diverse environment, misunderstandings and disagreements happen, which in most cases can be resolved informally. In rare cases, however, behavior can intimidate, harass, or otherwise disrupt one or more people in the community, which LF Europe will not tolerate.

A Code of Conduct (“Code”) is useful to define accepted and acceptable behaviors and to promote high standards of professional practice. It also provides a benchmark for self-evaluation and acts as a vehicle for better identity of the organization.

LF Europe is a Belgian private stichting headquartered in Belgium..

This Code applies to any participant of any Project – including without limitation developers, participants in meetings, teleconferences, mailing lists, conferences or functions, and contributors. Note that this Code complements rather than replaces legal rights and obligations pertaining to any particular situation. In addition, with the approval of LF Europe, Projects are free to adopt their own code of conduct in place of the Code.

Statement of Intent

LF Europe is committed to maintain a positive, professional work environment. This commitment calls for workplaces where participants at all levels behave according to the rules of the following code. A foundational concept of this code is that we all share responsibility for our work environment.

Code

1. Treat each other with respect, professionalism, fairness, and sensitivity to our many differences and strengths, including in situations of high pressure and urgency.
2. Never harass or bully anyone verbally, physically or sexually.
3. Never discriminate on the basis of personal characteristics or group membership.
4. Communicate constructively and avoid demeaning or insulting behavior or language.
5. Seek, accept, and offer objective work criticism, and acknowledge properly the contributions of others.
6. Be honest about your own qualifications, and about any circumstances that might lead to conflicts of interest.
7. Respect the privacy of others and the confidentiality of data you access.
8. With respect to cultural differences, be conservative in what you do and liberal in what you accept from others, but not to the point of accepting disrespectful, unprofessional or unfair or unwelcome behavior or advances.
9. Promote the rules of this Code and take action (especially if you are in a leadership position) to bring the discussion back to a more civil level whenever inappropriate behaviors are observed.
10. Stay on topic: Make sure that you are posting to the correct channel and avoid off-topic discussions. Remember when you update an issue or respond to an email you are potentially sending to a large number of people.
11. Step down considerately: participants in every project come and go, and LF Europe is no different. When you leave or disengage from the project, in whole or in part, we ask that you do so in a way that minimizes disruption to the project. This means you should tell people you are leaving and take the proper steps to ensure that others can pick up where you left off.

Glossary

Demeaning behavior

is acting in a way that reduces another person's dignity, sense of self-worth or respect within the community.

Discrimination

is the prejudicial treatment of an individual based on criteria such as: physical appearance, race, ethnic origin, genetic differences, national or social origin, name, religion, gender, sexual orientation, family or health situation, pregnancy, disability, age, education, wealth, domicile, political view, morals, employment, or union activity.

Insulting behavior

is treating another person with scorn or disrespect.

Acknowledgement

is a record of the origin(s) and author(s) of a contribution.

Harassment

is any conduct, verbal or physical, that has the intent or effect of interfering with an individual, or that creates an intimidating, hostile, or offensive environment.

Leadership position

includes group Chairs, project maintainers, staff members, and Board members.

Participant

includes the following persons:

- Developers
- Representatives of corporate participants
- Anyone from the Public partaking in the LF Europe work environment (e.g. contribute code, comment on our code or specs, email us, attend our conferences, functions, etc)

Respect

is the genuine consideration you have for someone (if only because of their status as participant in LF Europe, like yourself), and that you show by treating them in a polite and kind way.

Sexual harassment

includes visual displays of degrading sexual images, sexually suggestive conduct, offensive remarks of a sexual nature, requests for sexual favors, unwelcome physical contact, and sexual assault.

Unwelcome behavior

Hard to define? Some questions to ask yourself are:

- how would I feel if I were in the position of the recipient?
- would my spouse, parent, child, sibling or friend like to be treated this way?
- would I like an account of my behavior published in the organization's newsletter?
- could my behavior offend or hurt other members of the work group?
- could someone misinterpret my behavior as intentionally harmful or harassing?
- would I treat my boss or a person I admire at work like that ?

Summary: if you are unsure whether something might be welcome or unwelcome, don't do it.

Unwelcome sexual advance

includes requests for sexual favors, and other verbal or physical conduct of a sexual nature, where:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual,
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Workplace Bullying

is a tendency of individuals or groups to use persistent aggressive or unreasonable behavior (e.g. verbal or written abuse, offensive conduct or any interference which undermines or impedes work) against a co-worker or any professional relations.

Work Environment

is the set of all available means of collaboration, including, but not limited to messages to mailing lists, private correspondence, Web pages, chat channels, phone and video teleconferences, and any kind of face-to-face meetings or discussions.

Incident Procedure

To report incidents or to appeal reports of incidents, send email to the legal department of LF Europe (legal@linuxfoundation.eu). Please include any available relevant information, including links to any publicly accessible material relating to the matter. Every effort will be taken to ensure a safe and collegial environment in which to collaborate on matters relating to the Project. In order to protect the community, the Project reserves the right to take appropriate action, potentially including the removal of an individual from any and all participation in the

project. The Project will work towards an equitable resolution in the event of a misunderstanding.

Credits

This code is based on the W3C's Code of Ethics and Professional Conduct with some additions from the Cloud Foundry Foundation's Code of Conduct and the Hyperledger Project Code of Conduct.

General Rules of Operation Policy

Linux Foundation Europe

Effective: 26 July 2022

The following General Rules of Operation Policy applies to all projects of Linux Foundation Europe (any such project, the “Project”).

1. **Legal Status.** The Project is hosted as a sub-committee of Linux Foundation Europe, .
2. **General Rules and Operations**
 - a. The Project will:
 - i. engage in the work of the Project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of LF Europe, its affiliates and other partner organizations in the open source community; and
 - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.
 - b. All contributors, maintainers and other Project participants (collectively, “Collaborators”) must allow open participation from any individual or organization meeting the requirements for contributing under the governance documents or policies of the Project, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all Collaborators in the Project community.
 - c. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and easily visible to all. Any potential violations of this requirement should be reported immediately to LF Europe. Under no circumstances will LF Europe be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of Linux Foundation Europe or of any of its affiliates.
3. **Trademarks**
 - a. LF Europe will hold title to all trade or service marks developed and specifically used for the Project (“Project Trademarks”), whether based on common law or registered rights. Project Trademarks will be transferred and assigned to LF Europe to manage on behalf of the Project. Any use of any Project Trademarks by Collaborators in the Project will (a) either be (i) in a way that constitutes fair use or (ii) in accordance with the license from LF Europe to the Project and LF Europe’ trademark usage guidelines and (b) inure to the benefit of LF Europe.
 - b. The Project will, as permitted and in accordance with such license from LF Europe, develop and own all Project repository and social media accounts, and domain name registrations created by the Project community.

Privacy Policy

Linux Foundation Europe

Effective Date: 26 July 2022

The purposes of Linux Foundation Europe, a Belgian private stichting headquartered in Belgium ("LF Europe"), are to:

- support the collaborative development, availability and adoption of open source software, hardware and networking and other technologies and the collaborative development, availability and adoption of open protocols and standards (individually and collectively, "Open Technology");
- host various projects pursuing the development of Open Technology and other technical assets, materials and processes (each such project, which itself may include any number of projects, a "Project");
- provide enablement and support to Projects to assist their development activities; and
- undertake such other lawful activity as permitted by law and as consistent with the mission, purpose and tax status of LF Europe.

This Privacy Policy describes our policies and procedures about the collection, use, disclosure and sharing, and other processing of your personal data when you use our websites (e.g., linuxfoundation.eu) and participate in or use our Project sites (collectively, the "Sites"). This Privacy Policy applies to activities by LF Europe and its Projects.

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use. In this Privacy Policy, "personal data" has the meaning attributed thereto under the General Data Protection Regulation of the European Union and/or the Data Protection Act 2018 (as applicable, the "GDPR"), and for individuals in other jurisdictions "personal data" means information relating to an identified or identifiable natural person. Your use of our Sites, and any dispute over privacy, is subject to this Policy and our Terms of Use, including its applicable limitations on damages and the resolution of disputes. The LF Europe Terms of Use are incorporated by reference into this Policy.

As described herein, The Linux Foundation, an Oregon non-profit corporation, provides support and performs services for LF Europe as a managed services provider with regards to Projects and other activities of LF Europe. When you attend or sponsor LF Europe events, purchase training or certification exams, participate in or contribute to Projects, access and use the LFX platform or your LF Login account, subscribe to project newsletters and technical mailing lists, or otherwise engage with LF Europe, your personal data may be shared with The Linux Foundation in connection with enabling such activities, and The Linux Foundation is a separate controller of your data with regards to such activities. For purposes of such activities, The Linux

Foundation is a joint controller with LF Europe of your personal data. The Linux Foundation's privacy policy is available at <https://linuxfoundation.org/privacy-policy/>.

Personal Data That LF Europe Collects

We collect personal data directly from individuals, from third parties, and automatically through the Sites. You do not have to provide us your personal data. However, if you choose not to disclose certain personal data, we will not be able to provide you with access to certain services or features, including participation in certain aspects of our Open Technology Projects.

Your Contributions to Open Technology Projects.

Attribution, Provenance and Integrity. When you contribute source code, documentation or other content to one of our Projects (whether on your own behalf or through contributions made as part of your employment services to your employer), we collect and store the personal data and content that you contribute. This includes the contents of those contributions, as well as data required to confirm the provenance of intellectual property contained in those contributions, and personal data that you make publicly available in the record of the contribution pursuant to sign-offs under the Developer Certificate of Origin (<https://developercertificate.org/>). Some Projects require additional agreements or personal data pursuant to their intellectual property policies; in such cases we collect and store personal data related to your acceptance of those agreements. We may also collect personal data relating to your participation in technical, governance or other Project-related meetings.

Other Project-related Content. The content you provide in relation to Projects also includes materials that you make publicly available in connection with Project development, collaboration and communication, such as on mailing lists, blogs, Project wiki pages and issue trackers, and related services.

Registration for Project Resources and LF Europe Resources. You can register to receive access to various resources provided by us and our Projects regarding the Open Technology ecosystem, Open Technology project development, collaboration and best practices. This includes providing us with personal information such as your email address and name to receive newsletters, mailing list postings and social media postings, to view webinars, and to access other resources made available by us and our Projects.

Your Content. We collect and store the personal data and content that you post to the Sites, including your questions, answers, comments, forum postings, and responses to surveys. Please see the section on Publicly Available Information for how the personal data you post will be viewed on our Sites.

Communications. When you communicate with us (via email, phone, through the Sites or otherwise), we may maintain a record of your communication.

Automatically Collected Data. In addition, LF Europe may automatically collect the following information about individuals' use of the sites or services through cookies, web beacons, and other technologies: your domain name; your browser type and operating system; web pages you view; when you open certain emails we send; links you click; your IP address; your country of location; the length of time you visit our Sites and or use our services; and the referring URL, or the webpage that led you to our Sites. We may combine this information with other information that we have collected about you, including, where applicable, your user name, name, and other personal data. Please see our cookie policy at <https://linuxfoundation.eu/policies/cookie-policy/> for more information about our use of cookies.

De-identified Data. We may de-identify and aggregate certain data we collect such that the data no longer identifies or can be linked to a particular individual data subject ("De-identified Data"). We may use this data to improve our Services, analyze trends, publish market research, and for other marketing, research or statistical purposes, and may disclose such data to third parties for these specific purposes.

Purposes and Legal Bases for Our Using of Your Personal Data

Purposes and Legitimate Interests

LF Europe uses the personal data we collect for our legitimate business interests, which include the following purposes:

- Providing our Sites and Services. To provide the Services and our Sites (including Project Sites), to communicate with you about your use of our Sites and Services, to respond to your inquiries, provide troubleshooting of the Sites and for other purposes to support individuals and the community.
- Operating our Open Technology Projects. To enable communication between and among Open Technology developers in the community; to facilitate and document Project governance and technical decision making; to maintain, and make publicly available on a perpetual basis, records regarding intellectual property provenance and license compliance for Project contributions; and for related activities to further LF Europe's purposes, including fostering an ecosystem that supports the collaborative and public development of Open Technology Projects as set forth in the preamble of this Privacy Policy. See the "Attribution, Provenance and Integrity" section above for more information.
- Personalization. To tailor the content and information that we may send or display to you on our Sites and in our Services, to offer location customization and personalized help and instructions and to otherwise personalize your experiences.
 - Marketing and Promotions. For marketing and promotional purposes, such as to send you news and newsletters, special offers, and promotions, or to otherwise contact you about Projects, Services, events, trainings or other information we think may interest

you related to LF Europe, and, subject to applicable law, our affiliates and related entities.

- **Advertising.** For targeting advertising to you on our Sites and third-party sites and measuring the effectiveness and reach of ads and services (through third-party ad networks and services).
- **Analytics.** To gather metrics to better understand how individuals access and use our Sites and Services and participate in our Projects; to evaluate and improve the Sites, including personalization, to develop new services; and to understand metrics regarding the community health of our Projects.
- **Compliance.** To comply with legal obligations and requests. For example, to comply with laws that compel us to disclose personal data to public authorities, courts, law enforcement or regulators, maintain records for a certain period, or maintain records demonstrating enforcement and sublicensing of our trademarks and those of our Projects.
- **Business and Legal Operations.** As part of our general business and legal operations (e.g., accounting, record keeping, and for other business administration purposes), and as necessary to establish, exercise and defend (actual and potential) legal claims.
- **Prevent Misuse.** Where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or violations of our Terms of Use or this Privacy Policy.

| Purposes of Processing (see above) | Legal Bases of Processing (where applicable under the GDPR) | |
|---|---|--|
| Providing our Sites and Services | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● Necessary to the Performance of a Contract with You (upon your request, or as necessary to make the Services available) ● Compliance with Law | |

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| <p>Operating our Open Technology Projects</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● Where Necessary to the Performance of a Contract with You (upon your request, or as necessary to enable your participation in the Projects or to make the Services available) ● Compliance with Law ● As necessary to establish, exercise and defend legal claims | |
| <p>Personalization</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests | |
| <p>Marketing and Promotions</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● With Your Consent | |
| <p>Advertising</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● With Your Consent | |
| <p>Analytics</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests | |
| <p>Compliance</p> | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● Compliance with Law ● As necessary to establish, exercise and defend legal claims | |

| | | |
|-------------------------------|---|--|
| Business and Legal Operations | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● Compliance with Law ● As necessary to establish, exercise and defend legal claims | |
| Prevent Misuse | <ul style="list-style-type: none"> ● Our Legitimate Business Interests ● Compliance with Law ● As necessary to establish, exercise and defend legal claims | |

Sharing of Personal Data

We disclose personal data as set forth below, and where individuals have otherwise consented:

- Publicly Available Information, including Your Contributions to Open Technology Projects. User names, other user ids, email addresses and other attribution information related to the personal data and contributions that an individual posts in conjunction with or subject to an Open Technology license are publicly available in the relevant Project repositories. Your contributions to Open Technology Projects, and certain of your other Content such as comments and messages posted to public forums, are available to other participants and users of our Projects and of our Services, and may be viewed publicly. In some cases you may be able to provide Project or contribution-related personal data directly to third-party sites and services; these third parties are independent data controllers and their use of your personal data is subject to their own policies.
- Service Providers. We may share your personal data with third party service providers who use this personal data to perform services for us, such as payment processors, hosting providers, auditors, advisors, contractors and consultants. In addition, The Linux Foundation performs services for LF Europe as a managed services provider with regards to Projects. In such cases, LF Europe may share with The Linux Foundation the same types of data as described above, doing so in the furtherance of performing services for those Projects. Additionally, if you register to participate in offerings such as events, training, certification exams, the LFX platform, or other offerings supported and

enabled by The Linux Foundation, we may share your personal data with The Linux Foundation and/or you may provide it to The Linux Foundation directly. The Linux Foundation's privacy policy is available at <https://www.linuxfoundation.org/privacy/>.

- **Affiliates**. The personal data collected about you may be accessed by or shared with related entities and affiliates of LF Europe, whose use and disclosure of your personal data is subject to this Privacy Policy, unless an affiliate or related entity has its own separate privacy policy.
- **Organizational Events**. We may disclose or transfer personal data as part of any merger, sale, and transfer of our assets, or restructuring of all or part of our business operations, bankruptcy, or similar event, including in negotiations, due diligence, and integrations related to such transactions.
- **Legally Required**. We may disclose your personal data if we are required to do so by law (including to law enforcement in the U.S. and other jurisdictions).
- **Protection of Rights**. We may disclose personal data where we believe it necessary to respond to claims asserted against us or, comply with legal process (e.g., subpoenas or warrants), enforce or administer our agreements and terms, for fraud prevention, risk assessment, investigation, and protect the rights, property or safety of LF Europe, visitors to its sites, participants in its Projects, or others.
- **Anonymized and Aggregated Data**. We may share aggregate or de-identified information with third parties for research, marketing, analytics and other purposes, provided such information does not identify a particular individual.

Cookies, Tracking, and Interest-Based Ads

We and our third-party providers use cookies, clear GIFs/pixel tags, JavaScript, local storage, log files, and other mechanisms to automatically collect and record information about your usage and browsing activities on our Site and across third party sites or online services. We may combine this information with other information we collect about individuals. Below, we provide a brief summary these activities. For more detailed information about these mechanisms and how we collect activity information, see our Cookie Policy.

- ***Cookies***. These are small files with a unique identifier that are transferred to your browser through our websites. They allow us to remember individuals who are logged in, to understand how individuals navigate through and use the Sites, and to display personalized content and targeted ads (including on third party sites and applications).
- ***Pixels, web beacons, clear GIFs***. These are tiny graphics with a unique identifier, similar in function to cookies, which we track browsing activities. We use these in our emails to let us know when they have been opened or forwarded, so we can gauge the effectiveness of our communications.
- ***Analytics Tools***. We may use internal and third-party analytics tools, including Google Analytics. The third-party analytics companies we work with may combine the information collected with other information they have independently collected from other

websites and/or other online products and services. Their collection and use of information is subject to their own privacy policies.

Please note that LF Europe does not respond to browser “do not track” signals or other similar mechanisms intended.

Targeted Ads. As discussed in our Cookie Policy, we may work with third party advertisers to display more relevant ads on our website and on third party sites; these third parties may display ads to you based on your visit to our Sites and other third party sites. For more information about this and how you can opt out of such ads, please see our Cookie Policy.

Data Security

We have implemented commercially reasonable precautions designed to protect the personal data we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our best efforts, no data security measures can guarantee 100% security.

You should take steps to protect against unauthorized access to your passwords, phone, and computer by, among other things, signing off after using a shared computer, choosing robust passwords that nobody else knows or can easily guess, not using a password for more than one site or service, and keeping your log-ins and passwords private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity. You must promptly notify us if you become aware that any personal data provided by or submitted to our Sites or through our Services is lost, stolen, or used without permission at privacy@linuxfoundation.eu.

Marketing Choices

You may opt out or revoke your consent to receive direct marketing emails from us by using unsubscribe or opt out mechanisms included in our marketing emails or by emailing privacy@linuxfoundation.eu. You may also unsubscribe from mailing lists via the applicable mailing list’s subscription website or, in some cases, by using the unsubscribe mechanisms included in such emails.

Retention of Your Personal Data

We generally keep personal data only for as long as required to fulfill the purposes for which it was collected. However, in some circumstances, we may retain personal data for other periods of time, for instance where we are required to do so in accordance with legal, tax and accounting requirements, or if required to do so by a legal process, legal authority, or other governmental entity having authority to make the request, for so long as required. In specific circumstances, we may also retain your personal data for longer periods of time corresponding

to a statute of limitation, so that we have an accurate record of your dealings with us in the event of any complaints or challenges.

International Transfers

If your data is subject to the GDPR, you should note that as described above, your personal data may be transferred to the United States where The Linux Foundation is located. The United States has not been deemed by the European Commission or the Secretary of State of the United Kingdom to ensure an adequate level of protection. However, we have put in place Standard Contractual Clauses approved by the European Commission and the Secretary of State of the United Kingdom (“Standard Contractual Clauses”) which protect personal data transferred between LF Europe and affiliated or related entities as well as The Linux Foundation, its managed service provider. In addition, if personal data is transferred to third party service providers located outside the European Union or the United Kingdom, we will take steps to ensure that your personal data receives the same level of protection as if it remained within the European Union or the United Kingdom, including by entering into data transfer agreements, or using the Standard Contractual Clauses. You have a right to obtain details of the mechanism under which your personal data is transferred outside of the European Union or the United Kingdom by contacting gdpr@linuxfoundation.eu.

Children’s Privacy

Except as specifically indicated within a Site, we do not knowingly collect or solicit personal data from anyone under the age of 13 (or under the age of 14 for anyone living in Spain or South Korea), or knowingly allow such persons to register. If we become aware that we have collected personal data from a child under the relevant age without parental consent, we take steps to delete that personal data.

Links to Third Party Sites and Services

The Sites may contain links to third party sites or online services. We are not responsible for the practices of such third parties, whose information practices are subject to their own policies and procedures, not to this Privacy Policy.

Your Rights

If your personal data is subject to the GDPR:

Access and Amendment. You may contact our privacy coordinator, as set forth below, to access or amend your personal data.

Additional Rights. Individuals in the European Union and the United Kingdom (and other jurisdictions where applicable) have additional rights under applicable law:

- to obtain a copy of your personal data together with information about how and on what legal basis that personal data is processed;
- to rectify inaccurate personal data (including to have incomplete personal data completed);
- to erase your personal data (in limited circumstances, such as where it is no longer necessary in relation to the purposes for which it was collected or processed);
- to restrict processing of your personal data under certain circumstances;
- to export certain personal data in machine-readable format to a third party (or to you) when we justify our processing on the basis of your consent or the performance of a contract with you and the processing is carried out by automated means;
- to withdraw your consent to our processing of your personal data (where that processing is based on your consent), without affecting the lawfulness of processing based on consent before its withdrawal;
- to obtain, or see a copy of the appropriate safeguards under which your personal data is transferred to a third country or international organization; and
- to object to our use and processing of your personal data that is conducted on the basis of a legitimate interest. You also have the right to object at any time to any processing of your personal data for direct marketing purposes, including profiling for marketing purposes.

Lodging a Complaint. You also have the right to lodge a complaint with your local supervisory authority for data protection, or privacy regulator. A list of data protection supervisory authorities is available [here](#).

Submitting a Request. To exercise the above rights or contact us with questions or complaints regarding our treatment of your personal data, contact us at gdpr@linuxfoundation.eu. Please note that we may request proof of identity, and we reserve the right to charge a fee where permitted by law, especially if your request is manifestly unfounded or excessive. We will respond to your request within all applicable timeframes pursuant to applicable law.

California Privacy Rights

California law permits individuals who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal data (if any) for their direct marketing purposes in the prior calendar year, as well as the types of personal data disclosed to those parties. If you are a California resident and would like to request this information, please submit your request in an email to privacy@linuxfoundation.eu. We may ask you to verify your California residency.

Contact Us

If you have any questions about our practices or this Privacy Policy, please contact us at privacy@linuxfoundation.eu, or write to us at: Linux Foundation Europe, Attn: Legal, Kunstlaan 56, 1000 Brussel (België) Belgium.

Changes to the Privacy Policy

This Policy is current as of the effective date set forth above. If we change our privacy policies and procedures, we will post those changes on this page and/or continue to provide access to a copy of the prior version. If we make any changes to this Privacy Policy that materially change how we treat your personal data, we will endeavor to provide you with reasonable notice of such changes, such as via prominent notice on our Sites or to your email address of record, and where required by law, we will obtain your consent or give you the opportunity to opt out of such changes.

Website Terms of Use

Linux Foundation Europe

Effective: 26 July 2022

This Website Terms of Use is applicable to all linuxfoundation.eu and project websites

Introduction

The purposes of Linux Foundation Europe ("LF Europe") are to:

- support the collaborative development, availability and adoption of open source software, hardware and networking and other technologies and the collaborative development, availability and adoption of open protocols and standards (individually and collectively, "Open Technology");
- host various projects pursuing the development of Open Technology and other technical assets, materials and processes (each such project, which itself may include any number of projects, a "Project");
- provide enablement and support to Projects to assist their development activities; and
- undertake such other lawful activity as permitted by law and as consistent with the mission, purpose and tax status of LF Europe.

LF Europe is a Belgian private stichting headquartered in Belgium.. These terms of use apply to your use of the web sites of LF Project and the Projects. Any Project may have additional terms and conditions that apply to your use of such web sites.

By using the websites of LF Europe or any site of any Project, you are agreeing to be bound by the following terms and conditions here.

Users cannot:

- violate anyone's intellectual property and post anyone else's copyrighted or confidential material you don't have permission to use.
- post anything vulgar, inflammatory, pornographic, etc. or anything that constitutes a violation of the Code of Conduct of LF Europe.
- post spam.
- abuse the system using metalinks and tags to boost any site's SEO.
- post just to sell something.
- launch into personal attacks. You're not going to agree with everyone, but name-calling will just cause trouble and will be regarded as flaming behavior.
- use foul language. You can say what you need to say without relying on cursing. In fact, your writing will be regarded as that much more creative.

LF Europe and its websites provide a framework for discussion and user generated information to expand the knowledge base of information related to the projects of LF Europe. Please note that articles, as well as any other user content on linuxfoundation.eu (such as blogs, directory content, forums, comments, etc.), do not reflect the views or endorsements of LF Europe, our management services provider, The Linux Foundation, its staff, or their members. We recognize there may be inaccurate information reflected in this site and that users should understand that something that appears on linuxfoundation.eu does not mean that LF Europe has vetted or endorsed that content.

LF Europe reserves the right to take down anything you post on this site, for these or other reasons. If you don't agree to these terms, don't use this website. Violation of the terms in this document may result in the removal of the content and a warning from the site's administrators. A second violation will result in the removal of your user account.

Additional Terms of Use

Terms and Conditions of Use for the Web Sites of LF Europe and of the Projects

BY ACCESSING, BROWSING OR USING THIS WEB SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Web site is a service made available by LF Europe and/or the Projects, as applicable. All software, documentation, information and/or other materials provided on and through this Web site ("Content") may be used solely under the following terms and conditions ("Terms of Use").

This Web site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. The Content on this Web site may contain technical inaccuracies or typographical errors and may be changed or updated without notice. LF Europe and/or the Projects may also make improvements and/or changes to the Content at any time without notice.

LF Europe and the Projects assume no responsibility regarding the accuracy of the Content and use of the Content is at the recipient's own risk. LF Europe and the Projects provide no assurances that any reported problems with any Content will be resolved.

Intellectual Property Rights

Except as otherwise provided (including, without limitation, except with respect to contributions of code and artifacts to any Project), content on this site, including all materials posted by LF

Europe, is licensed under a Creative Commons Attribution 4.0 International License (available here <https://creativecommons.org/licenses/by/4.0/legalcode>).

All logos and trademarks contained on this Web site are and remain the property of their respective owners. No licenses or other rights in or to such logos and/or trademarks are granted. The Trademark Policy can be found here: www.linuxfoundation.eu/trademarks/.

Contributions of software source code, documentation or other artifacts to Projects are governed by the terms of the charter for each Project. Contributors do not grant any additional licenses to any copyrights, patents or any other intellectual property beyond the requirements of the charter.

User Submissions

Users are solely responsible for all materials, whether publicly posted or privately transmitted, that users upload, post, e-mail, transmit, or otherwise make available on our sites (“User Content”). Neither LF Europe nor participants in any project of LF Project shall be liable for any claims arising out of User Content. You warrant that you have all rights needed to provide the User Content in accordance with these terms and all applicable laws or regulations.

Some Projects may have license terms or Contributor License Agreements that are specific to the project and may require Users to sign an agreement (such as a Contributor License Agreement) assigning and/or licensing rights in submissions made to such project. In all such cases, and to the extent there is a conflict, those license terms or agreements take precedence over these Terms of Use.

Neither LF Europe nor participants in any project of LF Project want to receive confidential information from you through this web site. Please note that any information or material sent to LF Europe or any participant in any project of LF Project with respect to LF Europe or any project of LF Europe will be deemed NOT to be confidential.

You are prohibited from posting or transmitting to or from this Web site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Disclaimers and Limitations of Liability

Neither LF Europe nor participants in any project of LF Project make representations whatsoever about any other Web site that you may access through this Web site. When you access a non-LF Europe Web site, even one that may contain the organization’s name or mark, please understand that it is independent from LF Europe and that LF Europe and participants in the projects of LF Europe have no control over the content on such Web site. In addition, a link to a non-LF Project Web site does not mean that LF Europe or any participant endorses or accepts any responsibility for the content, or the use, of such Web site.

It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

IN NO EVENT WILL LF Europe, OUR SERVICE PROVIDERS AND/OR ANY PARTICIPANT OF ANY PROJECT BE LIABLE TO YOU (AN INDIVIDUAL OR ENTITY) OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO ANY USE OF THIS WEB SITE, THE CONTENT, OR ON ANY OTHER HYPER LINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SALES, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF THE LINUX FOUNDATION OR THE MEMBERS ARE EXPRESSLY ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

ALL CONTENT PROVIDED BY LF Europe IS ON AN "AS IS" BASIS ONLY. LF Europe PROVIDES NO REPRESENTATIONS, CONDITIONS AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

LF Europe reserves the right to investigate complaints or reported violations of these Terms of Use and to take any action they deem appropriate including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

LF Europe reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address or account holder to this Web site.

Please see the Privacy Policy of LF Europe available at <https://linuxfoundation.eu/policies/privacy-policy> for information on our privacy policy.

Digital Millennium Copyright Act

LF Europe respects the intellectual property of others, and we ask users of our Web sites to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to our Web site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement

If you believe that any material on this Web site infringes upon any copyright which you own or control, or that any link on this Web site directs users to another Web site that contains material that infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below. Notifications of claimed copyright infringement must be sent to The LF Europe Designated Agent for notice of claims of copyright infringement. Our Designated Agent may be reached as follows:

Designated Agent:

Attn: Manager, DMCA
Linux Foundation Europe
Legal, Kunstlaan 56, 1000 Brussel (België)

Cookie Policy

Linux Foundation Europe

Effective date: 26 July 2022

The websites of Linux Foundation Europe and its open source projects (collectively, the “Sites”) use cookies, in combination with pixels, local storage objects, and similar devices (collectively, “cookies” unless otherwise noted) to distinguish you from other users of the Sites. This helps us provide you with a good experience, improve our service, and personalize ads and content that may be delivered to you while you use the Sites.

This cookie policy (“Cookie Policy”) describes the types of the cookies we use on the Sites and our purposes for using them.

If you have questions about this Cookie Policy, please contact us at privacy@linuxfoundation.eu. For a more complete description and list of the third party cookies that we currently use on the Sites, please see below. For more information about our privacy practices, please review our Privacy Policy. We may update this Cookie Policy from time to time, so please check back periodically.

Your Consent

You may consent to placement of cookies on your computer by us and our third party service providers using the cookies consent tool provided on the Sites. Please read this Cookie Policy carefully for details about why we use cookies and the information they collect from and about you.

Withdraw Your Consent at Any Time

If you do not wish to accept cookies in connection with your use of the Sites, you may withdraw your consent by clicking the cookie icon in the lower right-hand corner of the Site page. Alternatively, you may delete, and block or disable cookies via your browser settings; see below for more information on how to do this. Please note that withdrawing consent for cookies or otherwise disabling cookies will affect the functionality of the Sites, and may prevent you from being able to access certain features on the Sites.

What Is a Cookie?

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit the Sites.

Key Concepts

First and third-party cookies: whether a cookie is 'first' or 'third' party refers to the domain placing the cookie.

- *First-party cookies* are those set by a website that is being visited by the user at the time (e.g., cookies placed by linuxfoundation.eu).
- *Third-party cookies* are cookies that are set by a domain other than that of the website being visited by the user. If a user visits a website and another entity sets a cookie through that website, this would be a third-party cookie.

Persistent cookies: these cookies remain on a user's device for the period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.

Session cookies: these cookies allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted.

How to Delete and Block our Cookies

Most web browsers allow some control of most cookies through the browser settings. However, if you use your browser settings to block all cookies (including essential cookies), you may not be able to access all or parts of the Sites and some Site features may not function properly. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit the Sites.

Changing your Cookie Settings. The browser settings for changing your cookies settings are usually found in the 'options' or 'preferences' menu of your internet browser. In order to understand these settings, the following links may be helpful. Otherwise you should use the 'Help' option in your internet browser for more details.

- [Cookie settings in Firefox](#)
- [Cookie settings in Chrome](#)
- [Cookie settings in Safari](#)
- [Cookie settings in Microsoft Edge](#)
- [Cookie settings in Internet Explorer](#)

More information. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit <https://www.aboutcookies.org/> or <https://allaboutcookies.org/>.

What Cookies Do We Use and Why?

Generally the Sites use cookies to distinguish you from other users of the Sites. This helps us to provide you with a good experience when you browse the Sites and also allows us to improve them.

The cookies we may use on the Sites may be categorized as follows:

- Essential
- Analytics
- Personalization
- Marketing

Some cookies may fulfill more than one of these purposes.

'Essential' cookies let you move around the Sites and use essential features like secure areas. Without these cookies, we cannot provide the requested services.

We use essential cookies to:

- Identify you as being logged in to the Sites and to authenticate you
- Make sure you connect to the right service on our Sites when we make any changes to the way it works
- For security purposes

Accepting these cookies is a condition of using certain functionality of the Sites, so if you prevent these cookies we can't guarantee how the Sites or the security on the Sites will perform during your visit.

'Analytics' cookies collect information about how you use the Sites, e.g. which pages you visit, and if you experience any errors. These cookies do not collect any information that could identify you and are only used to help us improve how the Sites work, understand what interests our users and measure the effectiveness of our advertising.

We use analytics cookies to:

- Carry out web analytics: Provide statistics on how the Sites are used
- Perform partner and affiliate program tracking: Provide feedback to partners and affiliate program third parties that one of our visitors also visited their site
- Obtain data on the number of users of the Sites that have viewed a part of the Sites

- Help us improve the Sites by measuring any errors that occur
- Test different designs for the Sites

Some of our analytics cookies are managed for us by third parties.

'Personalization' cookies are used to provide services or to remember settings to improve your visit.

We use personalization cookies for such purposes as:

- Remember settings you've applied such as layout, text size, preferences and colors
- Remember if we've already asked you if you want to fill in a survey
- Remember if you have engaged with a particular component or list on the Sites so that it won't repeat
- Show you when you're logged in to the Sites
- To provide and show embedded video content

Some of our personalization cookies are managed for us by third parties.

'Marketing' cookies are used to track your visit to the Sites, as well other websites, apps and online services, including the pages you have visited and the links you have followed, which allows us to display targeted ads to you on the Sites.

We may use marketing cookies to:

- Display targeted ads within the Sites, including those displaying our training, certification and event opportunities.
- To improve how we deliver personalized ads and content, and to measure the success of ad campaigns on the Sites.

Additional Information About Third Party Analytics in use on the Sites

Google Analytics. Google Analytics is a web analytics service provided by Google, Inc. ("Google"). For more information about Google Analytics cookies, please see Google's help pages and privacy policy:

[Google's Privacy Policy](#)

[Google Analytics Help pages](#)

Google has developed the Google Analytics opt-out browser add-on; if you want to opt out of Google Analytics, you can download and install the add-on for your web browser [here](#).

Google uses cookies to help us analyze how users use the Sites. The information generated by the cookie about your use of the Sites (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the Sites, Google will use this information for the purpose of evaluating your use of the Sites, compiling reports on your activity for us and third parties who help operate and provide services related to the Sites. Google will not associate your IP address with any other data held by Google. You may refuse the use of these cookies by selecting the appropriate settings on your browser as discussed in this notice. However, please note that if you do this, you may not be able to use the full functionality of the Sites. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available at <https://tools.google.com/dlpage/gaoptout>.

Further information concerning the terms and conditions of use and data privacy can be found at <https://www.google.com/analytics/terms/> or at <https://policies.google.com/>.

Please note that on the Sites, Google Analytics code is supplemented by "gat._anonymizeIp();" to ensure an anonymized collection of IP addresses (so called IP-masking).

HubSpot. For more information about what HubSpot collects when you visit certain of the Sites, please see: <https://knowledge.hubspot.com/reports/what-cookies-does-hubspot-set-in-a-visitor-s-browser>.

HotJar. For more information about what HotJar collects when you visit certain of the Sites, please see: <https://help.hotjar.com/hc/en-us/articles/360045420794-Privacy-FAQs> and <https://help.hotjar.com/hc/en-us/articles/360002735873-How-to-Stop-Hotjar-From-Collecting-your-Data>.

More Information About Cookies

Internet Advertising Bureau

A guide to behavioral advertising and online privacy that has been produced by the internet advertising industry can be found at <http://www.youronlinechoices.eu/>.

International Chamber of Commerce United Kingdom

Information on the ICC (UK) UK cookie guide can be found on the ICC website section at <http://www.international-chamber.co.uk/our-expertise/digitaleconomy>.

THIRD PARTY COOKIE LIST

| Domain | Technical Name | Purpose |
|-------------|--|---|
| hotjar.com | <p>_hjAbsoluteSessionInProgress</p> <p>_hjFirstSeen</p> <p>_hjIncludedInPageviewSample</p> <p>_hjIncludedInSessionSample</p> | Analytics; see https://help.hotjar.com/hc/en-us/articles/360045420794-Privacy-FAQs for more information |
| hubspot.com | <p>__hssc</p> <p>__hssrc</p> <p>__hstc</p> | Analytics; see https://knowledge.hubspot.com/reports/what-cookies-does-hubspot-set-in-a-visit-or-s-browser for more information |
| hubspot.com | hsUTKVisitor | Essential; see https://knowledge.hubspot.com/reports/what-cookies-does-hubspot-set-in-a-visit-or-s-browser for more information |
| hubspot.com | hubspotutk | Personalization; see https://knowledge.hubspot.com/reports/what-cookies-does-hubspot-set-in-a-visit-or-s-browser for more information |
| google.com | _gid | Analytics; see https://policies.google.com/privacy for more information |

Good Standing Policy

Linux Foundation Europe

Effective: 26 July 2022

In order to enable the financial stability and efficiency of Linux Foundation Europe (“LF Europe”), and in order to ensure consistent treatment of participants of LF Europe (each, a “Participant”), the following rules shall apply:

1. All invoiced fee amounts must be paid within seventy-five days of invoice due date in order to remain in good standing and maintain full privileges as a Participant in LF Europe.
2. If any invoiced amount remains outstanding sixty days after the invoice due date, LF Europe shall send a notice to the business contact of such Participant as last communicated to LF Europe or any of its projects, by first class or certified mail (“Notice”), that its participation rights, and the voting privileges of its representative(s) in any projects, if any, will be suspended on the later of seventy-five days after invoice due date or fifteen days after the date of such Notice (“Suspension Date”) if such invoice has not been paid in full on or prior to such date.
3. If any such invoiced amount remains outstanding on the Suspension Date, or the Participant has not proposed, and LF Europe has not accepted, an agreement resolving the payment failure by such date, the Participant is no longer in good standing, and on such date the voting privileges of the Participant shall automatically be suspended. Additionally, if Participant has used the Linux Foundation reciprocal membership fee waiver option, the Linux Foundation will likewise suspend membership.
4. If any such invoiced amount remains outstanding after ninety days of invoice due date, LF Europe shall send a Notice to such Participant that its participation in LF Europe will be terminated on the later of one hundred and five days after the invoice due date or fifteen days after the date of such Notice (“Termination Date”) if such invoice has not been paid in full prior to or as of such date.
5. If any such invoiced amount remains outstanding on the Termination Date, or the Participant has not proposed, and LF Europe has not accepted, an agreement resolving the payment failure by such date, the participantship of such Participant shall automatically terminate.
6. A Participant that has proposed and been permitted to make payments under an agreement resolving the payment failure as described above may be terminated by LF Europe on fifteen days’ notice if such Participant at any time is more than thirty days overdue in making a payment under that agreement.
7. If approved by LF Europe, a Participant terminated for non-payment of invoiced amounts may apply to reinstate its participation. However:
 - (a) Its current participation year shall remain unchanged;

(b) Its participation rights shall not commence until it has paid in full all previously invoiced amounts, and additional amounts, if any, invoiced thereafter; and

8. A terminated Participant shall remain obligated to pay all outstanding amounts whether or not it applies for reinstatement.

Trademark Policy

Linux Foundation Europe

Updated May 10, 2024

Linux Foundation Europe is established as a Belgian private stichting headquartered in Belgium ("LF Europe"). LF Europe also hosts open source collaboration projects (each such project, a "Project").

This trademark policy governs the use of trademarks owned by LF Europe and used by the Projects. Some trademarks of LF Europe, such as trademarks that are part of a compliance or conformance program, have additional requirements (such trademarks, "Compliance Marks"). Compliance Marks may only be used pursuant to the applicable requirements published by the Project managing each Compliance Mark.

For purposes of this document, references to trademarks or marks include all trade and service marks and logos owned by LF Europe.

Trademarks of LF Europe

LF Europe has the following registered trademarks:

- None at this time

LF Europe has registrations pending or trademarks in use for the following marks, including designs:

- Linux Foundation Europe™

Logo Marks: In addition, LF Projects has visual logo trademarks in use and you must comply with any visual guidelines or additional requirements.

Trademark Usage Guidelines of LF Europe

Trademarks are used to provide assurance to the community of consistency with respect to the quality of products or services with which the mark is associated. This policy attempts to strike the proper balance between two competing interests: 1) the need of LF Europe to ensure that its trademarks remain reliable indicators of the qualities that they have been created to preserve and 2) the need of LF Europe to ensure that community members are able to discuss the projects with which LF Europe is associated and to accurately describe the relationship between LF Europe and the products and services offered by others.

A trademark provides the owner with an exclusive right to authorize or control the use of the mark. Your right to use a mark of LF Europe is provided for in this policy and in the statement of permitted use, if any, that may accompany the trademark notice displayed on the website dedicated to the project. A copyright license, even an open source copyright license, does not

include an implied right or license to use a trademark that may be related to the project developing the licensed software or other materials. Because open source licenses permit unrestricted modification of the copyrighted software, and LF Europe has no intention of interfering with that right, your right to use any specific trademark of LF Europe is not determined by your use of software made available under an open source license. Your right to use a mark is conditioned upon conforming to other requirements that are directly related to the qualities that the specific mark has been created to preserve.

Proper use of LF Europe trademarks by following these trademark usage guidelines protects the value of LF Europe trademarks. Any use of or reference to LF Europe trademarks that is inconsistent with this trademark policy, or use of marks that are confusingly similar to trademarks of LF Europe, is prohibited. All uses of LF Europe trademarks, and all goodwill associated therewith, will inure solely to the benefit of LF Europe.

Rules that Apply to Trademarks In General

There are some basic rules that apply to any use of any trade or service mark that you do not own, including any mark of LF Europe, without the express permission of the owner.

- A trademark should never be used as a verb or noun. A trademark should be used only as an adjective followed by the generic name/noun.
- A trademark should not be used in the plural or possessive form.
- A trademark should not be altered or amended in any way. A mark should not be combined with any other mark, hyphenated, abbreviated or displayed in parts. A trademark that is depicted as two or more words should not be compressed into one word. A logo should not be displayed with color variations, or with other elements superimposed on top of the logo.
- A trademark should not be used as your domain name or as part of your domain name.
- A trademark should not be used as part of your product name.
- A trademark should not be incorporated into your company's logos or designs.

A trademark notice should be used on the most prominent and/or first appearance of each mark of LF Europe, and a trademark notice should not be changed. In particular, a TM should not be changed to an ® in a trademark notice by anyone other than the owner. If you are unsure about whether a mark of LF Europe is registered in a particular country, please contact us for additional guidance as to what trademark symbol you should use.

There are also some basic rights that everyone has to use any trademark, which are often referred to as "fair use," and LF Europe does not intend to restrict those rights. You may make fair use of word marks to make true factual statements. But fair use does not permit you to state or imply that the owner of a mark produces, endorses, or supports your company, products, or services. Even when making fair use of a trademark, you should acknowledge the owner of the trademark with a trademark notice, such as the notice displayed on LF Projects project websites.

Rules and Policies Applicable to Marks Owned by LF Europe

In addition to the generally applicable rules discussed above, there are a few specific rules that we ask everyone to follow when using trademarks owned by LF Europe.

- Use the full form of any trademarks (e.g., “Linux Foundation Europe”) in the first reference in all documents of mass communication, including marketing collateral and web pages. You may then use any abbreviated or short form references within the same the document where the full form has already been used.
- Use LF Europe’s trademarks in a form that distinguishes them from the text around them, such as by capitalization, bold or italic fonts, or with quotation marks. Any use of registered trademarks listed above should include the ® symbol immediately after the first usage (e.g., “Linux Foundation® projects develop open source....”). Any use of unregistered trademarks listed above should include a TM immediately after the first usage (e.g., “Linux Foundation Europe™ community seeks to secure....”)
- Do not use LF Europe trademarks in a manner that would disparage LF Europe or its projects (e.g., untruthful advertising, false/misleading promotional materials, etc.).
- Do not use a LF Europe logo on the cover of a book or magazine without written permission from LF Projects.
- Do not use LF Europe trademarks more prominently than your own company, product or service name.
- Do not use a logo of LF Europe on posters, brochures, signs, websites, or other marketing materials to promote your events, products or services without written permission from LF Europe.
- Do not refer to a product or service as being certified under any of LF Europe’s marks unless your company has successfully undergone the requisite compliance testing and has explicit authorization to use such terms from LF Europe.
- Do not attempt to claim or assert any ownership rights in any mark of LF Europe and do not attempt to register any LF Europe trademark as a trademark, trade name, domain name, or “doing business as” name, alone or (unless specifically licensed) in combination with your own trademarks.

LF Europe marks have been created and their use is expressly permitted for a specific purpose. Do not use logos or names of LF Europe in any commercial or marketing context other than as expressly permitted in this policy unless you have obtained explicit written permission from LF Europe to do so. LF Europe permits the use of its trademarks for private and personal use to make t-shirts, stickers, and caps for yourself and your friends (meaning people from whom you don’t receive anything of value in return) in a manner that is consistent with the preservation of the goodwill and value of the mark.

You are also allowed to use a trademark or logo of LF Europe as a link to the home page of the applicable project or to a web page on LF Europe web site that is relevant to the reference so long as the link is in a manner that is consistent with the preservation of the goodwill and value of the mark. The link and all other usage of a logo of LF Europe shall be done using the official versions of LF Europe logos obtained from LF Europe or its Projects.

Certain marks of LF Europe have been created to enable you to communicate compatibility or interoperability of software or products. In addition to the requirement that any use of a mark to make an assertion of compatibility must, of course, be accurate, the use of these marks must avoid confusion regarding LF Europe's association with the product. The use of the mark cannot imply that LF Europe or its projects are sponsoring or endorsing the product. The following are examples of proper and improper usage of these trademarks of LF Europe:

- Correct: <your product name> for <LF Europe mark>
 - Correct: <your product/company name> plug-in for <LF Europe mark>
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 - Correct: Quick Start for <LF Europe mark> by <your company name>
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- Incorrect: <LF Europe mark> <your product name>
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