



## TERMS AND CONDITIONS OF USE OF LNDS KEYCLOAK PLATFORM

Version of 1st of July 2024

### 1. Platform Operator

The Luxembourg National Data Service Identity and Access Management Solution platform (“IAMS” or “Keycloak”) is an open-source software operated by PNED G.I.E, located at 6, avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, Luxembourg (herein after “LNDS”). The Platform is licensed under the Apache License 2.0. You may obtain a copy of it at

<https://github.com/keycloak/keycloak/blob/333f1fb7ee5e7c42fc3617c84597d617588bf4c0/LICENSE.txt>

### 2. Acceptance of Terms

By accessing or using the IAMS, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. The Privacy Policy describes in more detail the processing of your personal data when you access and use the IAMS. Please read carefully both documents before using the IAMS.

### 3. Use of Platform

The platform allows for free of charge identity and access management for the users. Apart from managing the users' credentials directly, the IAMS offers delegating the authentication process to outside identity providers such as LuxTrust. In practice, this means that the user can create an account on the IAMS using the authentication data provided by another provider. This results in limiting the amount and type of data that is required by LNDS to create an account and authenticate the user.

The IAMS is provided for your professional, non-commercial use only. You may not use the IAMS for any unlawful or unauthorized purpose. You agree to comply with all applicable laws and regulations while using the IAMS. By creating the account on the IAMS the user will have the possibility to access various services provided by the LNDS such as trainings on the LNDS training platform.

### 4. Registration

Creation of an account on the IAMS requires registration. When registering, you agree to provide accurate and complete information and to update such information where needed, unless the user uses an external identity authentication provider such as LuxTrust. LNDS may not be held liable for any errors, omissions or inaccuracies found in the information you or the external identity authentication provider supply, or for any prejudice that may result therefrom for the other users or for third parties.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. If you lose or disclose your password, please immediately inform LNDS. You are solely responsible for the use made of your account by a third party where you have not expressly notified LNDS of the loss, fraudulent use or disclosure of your password to a third party. The IAMS may contain links to third-party identity authentication providers and LNDS is not responsible for the availability or accuracy of the data they provide.

By registering an account on the IAMS, you affirm that you possess the legal capacity to accept these Terms. This entails being at least 16 years of age and not subject to any legal protection measures reserved for adults



(such as limited judicial protection, temporary guardianship, or permanent guardianship). If you are under 16 years of age, parental consent is required for acceptance of these Terms on your behalf.

## 5. Code of Conduct

You agree to use the IAMS in a manner consistent with its intended purpose and to refrain from engaging in any conduct that could harm the IAMS. This includes but is not limited to:

- Using the IAMS in a way that breaches the present Terms or violates local or European laws and regulations.
- Trying to obtain unauthorized access to the IAMS, to the systems or networks associated with it, or to intercept data.
- Altering the operation or integrity of the IAMS or the data it contains,
- Interfering with the operation of the IAMS or attempting to access any data or information without authorization.

If any of these obligations are not complied with, LNDS reserves the right temporarily or permanently to suspend your user's account.

## 6. Termination

You may at any time terminate your use of the IAMS and request LNDS to delete your user account. Further, LNDS may at any time terminate or suspend your user account and access to the IAMS, without prior notice or liability, if it has reasonable grounds to believe that you have violated these Terms, engaged in fraudulent or illegal activities, or otherwise acted in a manner that disrupts the operation of the platform or harms other users. Upon termination by you or LNDS, your right to use the IAMS will cease immediately.

## 7. Disclaimer of Warranties

The IAMS is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. LNDS disclaims all warranties, including warranties of merchantability, fitness for a particular purpose, and warranties that may arise out of course of performance and non-infringement. If you discover inaccuracies, erroneous information or information of a clearly unlawful nature, please contact LNDS at [info@lnds.lu](mailto:info@lnds.lu)

## 8. Limitation of Liability

To the fullest extent permitted by law, LNDS shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the IAMS (including operating loss, loss of opportunity, harm to image or reputation, commercial or financial loss), even if LNDS has been advised of the possibility of such damages. Under no circumstances can LNDS be held liable for losses due to you, from difficulties inherent to the operation of the Internet network and generally any telecommunications networks, irrespective of their nature, from a third party or an event of force majeure or any damage to hardware, software or data, for example, contamination by a virus, suffered by you from your use of the IAMS.

LNDS does not assume liability for incorrect information or other errors resulting from technical problems or other reasons beyond its control.



## 9. Availability of the IAMS

Access to the service may be interrupted for maintenance and updating reasons and in emergencies. Generally, LNDS cannot be held liable for any interruption of the service irrespective of the cause, duration or frequency, and shall not give the user any right to indemnity. LNDS cannot be held liable for any loss of money or reputation or for any special damage, either indirect or induced, resulting from an interruption in the service.

You are solely responsible for your internet network connection and the costs incurred in connecting to that network or use of equipment. You are responsible for ensuring that the technical characteristics of the equipment you use allow you to access the IAMS and to take any measures appropriate to protect against any malware infections.

## 10. Miscellaneous

Should individual provisions of these Terms be invalid, this shall have no effect on the validity of the remaining provisions.

## 11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Luxembourg, without regard to its conflict of law provisions. Any dispute between the parties in connection with this website or these website terms shall be brought exclusively before Luxembourg courts.

## 12. Changes to Terms

LNDS reserves the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting to the IAMS. If changes are made, LNDS will inform you by email or via our IAMS to allow you to look at the amendments before they become effective. Your continued use of the IAMS after any such changes constitutes your acceptance of the modified Terms. If you do not agree to the new Terms in whole or in part, it is recommended that you stop using the IAMS.

## 13. Contact Us

If you have any questions about these Terms, please contact us at [info@lnds.lu](mailto:info@lnds.lu).

By using the IAMS, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the IAMS.