



## Terms of Service

### PLEASE READ THESE TERMS CAREFULLY

Version September 2021

**By clicking on the “Accept” button or by accessing or using any of the buildingSMART International Ltd. services detailed below, you agree to be bound by these Terms. If you do not agree to these Terms you are not permitted to access or use the services.**

#### A. THESE TERMS

##### 1. WHAT THESE TERMS COVER

If you subscribe for, purchase or otherwise use any of the bSI services set out below, these terms and conditions (together with the documents referred to herein) (the “Terms”) will apply to you and set out the terms on which **BUILDINGSMART INTERNATIONAL LIMITED** (“we”, “us”, “our”, “bSI”) will make the relevant services and associated content (collectively the “Services”), available to you (“you”, “your”). These Terms apply to all users of the Services (whether content contributors, visitors, registered users or otherwise).

The following bSI services are governed by these Terms:

- buildingSMART International User Dashboard
- buildingSMART Data Dictionary (bSDD)
- Use Case Management Service (UCMS)
- Validation Services
- Software Certification
- Translations Framework
- Digital Twins Data Analysis Hub

**When you subscribe for any of the above Services you will be given the opportunity to select your subscription level. The details of each subscription level (including details of the applicable features and functions and permitted usage of each Service) can be found on the subscription page of the service website. These pages may be updated by us from time to time and the version in force when you apply for the relevant subscription will also govern your use of the associated Service. Your subscription details, and any associated fees, will be detailed in buildingSMART’s confirmation sent to you after you apply for a subscription (“Subscription Confirmation”).**

##### 2. WHY YOU SHOULD READ THEM

Please read these Terms carefully before you access the Services. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end your subscription, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us at [contact@buildingsmart.org](mailto:contact@buildingsmart.org) to discuss.

##### 3. ABOUT US

We are registered in England and Wales under company number 05024694 and our registered office is at 9 Quay Court Colliers Lane, Stow-Cum-Quay, Cambridge, Cambridgeshire, England, CB25 9AU. Our VAT number is GB 848 3871 81. We operate the website hosted at [buildingsmart.org](http://buildingsmart.org) (including several subdomains) (“Website”) through which you can access the Services.

##### 4. YOUR PRIVACY

- 4.1. We only use personal data we collect through your use of the Services in the ways set out in our [Privacy Policy](#). Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal data when you use the Services or the Website and provides information on your privacy rights and how the law protects you. Please read the bSI Privacy Policy carefully before using our Services.
- 4.2. Please be aware that whilst we take the measures set out in the Privacy Policy to keep your personal data secure, internet transmissions are never completely private or secure meaning messages or information you send using the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 4.3. Before you provide information about any person other than yourself, you must ensure that they understand how their information will be used (see our [Privacy Policy](#) for details) and that you have their authority to provide it to us and to give the relevant consents on their behalf. By providing their information to us you are confirming this to be the case.

## 5. **ADDITIONAL TERMS**

Your access to and use of the Services is also conditional on your acceptance of and compliance with the bSI [IP Policy](#). Our IP Policy describes our policies and procedures on the management of intellectual property rights within bSI standards, reports and other documentation. Please read our [IP Policy](#) carefully before using our Services.

## B. **YOUR ACCESS**

### 6. **REGISTRATION**

- 6.1. Once you have registered for a bSI user account you will be able to subscribe for the Services. You must be at least eighteen (18) years of age to register for a bSI account and to subscribe for the Services. If you register for an account or subscribe for the Services on behalf of an organisation, you confirm that you have the necessary authority to bind your organisation.
- 6.2. We ask you to ensure that all information you provide to us on registration is true and accurate, current and complete. If there are any changes to the details supplied to us (including your contact details) it is your responsibility to inform us. Changes to your registration details should be made through the bSI User Dashboard.

### 7. **YOUR ACCOUNT**

- 7.1. You will be required to use your e-mail address and choose a strong password for your bSI account. You are responsible for safeguarding your account password and must treat such information as confidential and not disclose it to any third party. We will not be liable for any loss or damage arising from your failure to comply with this paragraph.
- 7.2. If you know or suspect that anyone other than you knows your login details or password, or you believe there has been unauthorised access to your bSI account, you should promptly notify us at [contact@buildingsmart.org](mailto:contact@buildingsmart.org).
- 7.3. We are giving you the personal right to access the Services. You may not transfer your bSI account or the Services to anyone else in any circumstances.
- 7.4. Please note, the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Services detailed in your Subscription Confirmation meet your requirements.

## C. **USE OF THE SERVICES**

### 8. **CHANGES**

You can amend your existing subscription (including your subscription level and the associated features and functions you can access) and/or subscribe for additional Services through your bSI account. The relevant subscription details and fees will be notified to you at the time you apply for the subscription and confirmed in your Subscription Confirmation.

### 9. **ACCEPTABLE USE AND CONTENT STANDARDS**

- 9.1. You agree that:
  - (a) for any and all data, content and material that you send or upload to the Services, you own such data, content and material, or have all necessary licences, consents and permissions in order to send or upload such data, content and material and you hereby grant to bSI and all other users of the relevant Service an unlimited, non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to access and use such data, content and material as part of the Service; and
  - (b) you will comply with all applicable laws and regulations with respect to your activities under these Terms and in connection with the Services (including all applicable technology control or export laws and regulations that apply to the technology used or supported by or Services).
- 9.2. You agree that you will not:
  - (a) provide or otherwise make available any part of the Services to any person without our prior written consent;
  - (b) copy, adapt or modify any part of the Services, except where expressly permitted as part of your subscription;

- (c) permit any part of the Services to be combined with, or become incorporated in, any other programs, except to the extent that individual Services expressly allow this;
  - (d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services nor attempt to do any such things, except to the extent that such actions cannot be prohibited by applicable law;
  - (e) use the Services in any unlawful manner, or act fraudulently or maliciously, or in any manner inconsistent with these Terms, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into any part of the Services or any operating system;
  - (f) upload or transmit any data, content or material which infringes the intellectual property rights of any third party. bSI accepts no responsibility for your actions in either uploading material to our Website, the Internet or in your transferral of any material to other websites;
  - (g) upload or transmit any data, content or material that is defamatory, offensive or otherwise objectionable, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - (h) use the Services in any way that could damage, disable, or compromise our systems or security or interfere with other users or to send unsolicited or spam emails to other Internet users regardless of whether we are referred to or not (either directly or indirectly) in such postings; or
  - (i) do anything which may have the effect of bringing us into disrepute.
- 9.3. If you fail to comply with our acceptable use and content standards as set out above, you will be liable to us and will indemnify us for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us, and we may:
- (a) withdraw your right to use the Services and terminate your subscription and bSI account with immediate effect;
  - (b) remove any posting or material uploaded by you to the Website;
  - (c) issue a warning to you; issue legal action against you; disclose such information to law enforcement authorities as we reasonably feel is necessary; and/or
  - (d) take any other action we reasonably deem appropriate.
- 9.4. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these Terms.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. All copyright and other intellectual property rights in the Services and Website (including, without limitation, all materials, documentation, trade names and other proprietary information, logos, software, images, audio, video, multimedia content, photos and graphics) throughout the world belong to us or our licensors. The rights in the Services are licensed (not sold) to you. All such rights are reserved. Other than the data, content and material that you send or upload to the Services, you have no intellectual property rights in or to the Services or the Website other than the right to use them in accordance with these Terms.
- 10.2. If you are permitted as part of your subscription to edit, print or download any content from the Services you must ensure that the correct copyright and trade mark notices appear in all copies. You acknowledge you do not acquire any ownership rights by downloading any material from the Services.
- 10.3. Other than in respect of your personal data which is covered under our [Privacy Policy](#), we have no obligations with respect to any material you transmit or post to the Services and we have the right to use, copy, distribute and disclose to third parties any such content in accordance with these Terms and our [IP Policy](#).

## **11. FEES**

- 11.1. Some Services may be provided to you free of charge. However, we may also charge fees for your access to and use of certain of the Services, and/or if you change your subscription to any of the Services. Such fees shall be as published by us from time-to-time, calculated according to the type of Service you are subscribing for and the level of your subscription. The fees will be detailed on our Website when you apply for your subscription and will be confirmed to you in your Subscription Confirmation.
- 11.2. All fees are due and payable annually in advance unless otherwise specified in your Subscription Confirmation. Unless advised otherwise, payment can be made via the Website using a debit or credit card. We accept the

following cards: Mastercard, VISA, American Express, China UnionPay (CUP), Discover & Diners and Japan Credit Bureau (JCB).

11.3. All fees are:

- (a) exclusive of VAT and any other applicable sales tax, which shall be paid by you at the rate and in the manner for the time being prescribed by law;
- (b) non-refundable; and
- (c) payable in the currency stated in your Subscription Confirmation.

## **12. MAINTENANCE AND BACK-UP**

12.1. We will use reasonable endeavours to make the Services available 98.5% of the time on a twenty-four hours a day, seven days a week basis, except for:

- (a) planned maintenance carried out during the maintenance windows of 8pm to 4am UK time and any time on a Saturday or Sunday; and
- (b) any urgent unscheduled maintenance as necessary.

12.2. We will perform scheduled back-ups of data hosted as part of the Services, provide routine and emergency data recovery and manage the archiving process in accordance with our established back-up and archiving procedures. Without limiting the foregoing, we recommend that you back up any content and data used in connection with the Services, to protect yourself in case of problems with the Services.

## **D. OUR LIABILITY TO YOU**

### **13. LIMITATIONS**

13.1. Although we make reasonable efforts to ensure that information provided through the Services is as accurate and up to date as possible, we do not make any representations, warranties or guarantees, whether express or implied, that information made available to you via the Services (in particular, third party content which you acknowledge is outside of our control) is accurate, complete or up to date and on this basis, we accept no liability for any loss or damage caused by inaccurate information. If you discover any inaccurate information on the Website please let us know.

13.2. Save as expressly stated in these Terms, we do not warrant or make any commitment that the Services will always be available, uninterrupted or error free (from bugs or viruses or otherwise). We will not be liable to you if, for any reason, the Services are unavailable at any time or for any period. In addition, we will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, mobile device, computer programs, data or other proprietary material due to your use of Services or to your downloading of any content available via the Services, or on any website linked to it. You are responsible for configuring your information technology, computer programmes and mobile device in order to access the Services. You should use your own virus protection software.

13.3. Subject always to paragraph 13.4, save as expressly stated in these Terms and to the fullest extent permitted by law:

- (a) the Services are provided to you on an "AS IS" basis;
- (b) we hereby exclude all conditions, warranties, representations or other terms which may apply to the Services, whether express, implied, statutory or otherwise, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice;
- (c) in no event shall bSI or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of revenue, loss of business, loss of contract, loss of goodwill, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, costs, expenses, or otherwise in connection with any provision of these Terms), even if bSI or any supplier has been advised of the possibility of such damages; and
- (d) bSI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Services and these Terms shall be limited to the greater of: (i) the fees paid by you in the twelve (12) months preceding the claim (or series of connected claims); and (ii) €100.

- 13.4. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

## **E. SUBSCRIPTION TERM**

### **14. SUSPENSION**

Without affecting any other right or remedy available to us, we reserve the right to suspend your access to and use of the Services (or any part thereof) at any time if, in our reasonable opinion, you have failed to comply with any of these Terms, including without limitation your failure to pay the fees when due, or if the operation or integrity of the Services (or any part thereof) is threatened.

### **15. COMMENCEMENT AND TERMINATION**

- 15.1. Your subscription will start on the date set out in your Subscription Confirmation. Each subscription continues for an initial period of twelve (12) months and thereafter automatically renews for successive twelve (12) month periods unless and until we or you give at least thirty (30) days' notice to terminate (such notice to take effect on expiry of the initial period or then current renewal period), or unless terminated earlier in accordance with paragraph 15.2.
- 15.2. Without prejudice to our other rights and remedies, we may terminate your subscription:
- (a) if you fail to pay any fees or any other sums owing to us when they fall due;
  - (b) if you breach any of these Terms and (if such breach is capable of remedy) fail to remedy such breach within fourteen (14) days of us notifying you to do so; or
  - (c) if we are required to do so by any order of competent authority and jurisdiction.
- 15.3. Upon termination of your subscription for any reason, your right to use the Services will cease immediately.

## **F. GENERAL**

### **16. UPDATES**

From time to time we may automatically update the Services, change the Services to improve performance, enhance functionality, reflect changes to the operating system, address security issues and/or provide you with updates incorporating "patches" and corrections of errors. Any such updates will not affect the quality or specification of the Services being provided to you unless we notify you otherwise and in such circumstances if you do not agree to such updates you have the right to cancel your subscription.

### **17. LINKING TO THE SERVICES**

- 17.1. You are only permitted to create links to the Services from other websites provided you comply with the following conditions:
- (a) you may link to our account login page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
  - (b) you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
  - (c) you must not establish a link to Services in any website that is not owned by you;
  - (d) the Services must not be framed on any other website, nor may you create a link to any part of the Services other than the Website homepage;
  - (e) the website in which you are linking must comply in all respects with the Content Standards set out at paragraph 10 above; and
  - (f) you must acknowledge us by placing the following notice in a reasonably prominent place near the link "buildingSMART International".
- 17.2. You are permitted to use the bSI Application Programming Interfaces (APIs) to connect to the Services strictly in accordance with our API guidelines and instructions (issued from time to time).
- 17.3. We reserve the right to ask you to remove any link to the Services, as determined at our sole discretion.

### **18. LINKS TO OTHER WEBSITES**

- 18.1. The Services may contain third-party data and content and/or links to third-party websites or services that are not owned or controlled by us.
- 18.2. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party content, websites or services. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.
- 18.3. We strongly advise you to read the terms and conditions, licences and privacy policies of any third-party websites, data providers or services that you visit whilst using the Services.

## **19. OUR RIGHT TO VARY THESE TERMS**

- 19.1. We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce to the Services from time to time.
- 19.2. We will use reasonable efforts to give you at least 30 days' notice of any change by sending you an email with details of the change or by notifying you of a change when you next start or access the Services.
- 19.3. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Services.

## **20. OTHER IMPORTANT TERMS**

- 20.1. If our provision of the Services or support for the Services is delayed by any event outside of our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event but if the event persists for more than ninety (90) successive days you may contact us to terminate your contract with us and receive a refund for any Services you have paid for but not received.
- 20.2. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 20.3. If any of these Terms are found by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 20.4. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.
- 20.5. Nothing in these Terms shall be enforceable by any third party.
- 20.6. These Terms represent the entire agreement between us in relation to the subject matter hereof and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 20.7. If you have any concerns or wish to raise a dispute about the Services, you agree to first raise the issue and seek to resolve it by contacting bSI at [contact@buildingsmart.org](mailto:contact@buildingsmart.org). These Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts. Your use of the Services may also be subject to other local, national, or international laws.

## **21. CONTACT US**

To contact us please email us at [contact@buildingsmart.org](mailto:contact@buildingsmart.org).