

The Cyber Resilience Act (CRA) Single Reporting Platform (SRP) Terms and Conditions

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1. CONTEXT AND BACKGROUND

Article 16 (1) of the Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements and amending Regulations (EU) No 168/2013 and (EU) No 2019/1020 and Directive (EU) 2020/1828 ("Cyber Resilience Act"/"CRA", hereinafter "**Regulation**")¹, mandates the European Union Agency for Cybersecurity (ENISA) to establish, manage and maintain a single reporting platform in order to simplify the reporting obligations of manufacturers and for the purposes of the notifications referred to in Article 14 (1) and (3).

Article 14 (1) of the Regulation provides that the manufacturer shall notify any actively exploited vulnerability contained in the product with digital elements that it becomes aware of simultaneously to the CSIRT designated as coordinator, in accordance with paragraph (7) of same Article, and to ENISA. Paragraph (3) of the same article provides that the manufacturer shall notify any severe incident having an impact on the security of the product with digital elements that it becomes aware of simultaneously to the CSIRT designated as coordinator, in accordance with paragraph (7) of the same Article, and to ENISA.

The manufacturer shall notify the actively exploited vulnerabilities and the severe incidents via the single reporting platform established pursuant to Article 16.

Article 24 (3) of the Regulation provides that obligations laid down in Article 14 (1) shall apply to open-source software stewards to the extent that they are involved in the development of the products with digital elements. The obligations laid down in Article 14 (3) and (8) of the Regulation shall apply to open-source software stewards to the extent that severe incidents having an impact on the security of products with digital elements affect network and information systems provided by the open-source software stewards for the development of such products.

2. SUBJECT MATTER AND SCOPE

2.1.1. The **Single Reporting Platform - SRP** (hereinafter "**SRP**"/ "**Platform**") is an electronic platform established, managed and maintained by the European Union Agency for

¹ Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements and amending Regulations (EU) No 168/2013 and (EU) No 2019/1020 and Directive (EU) 2020/1828 (Cyber Resilience Act) (Text with EEA relevance)

Cybersecurity for the submission of reports by the entities subject of the CRA reporting obligations, in line with Article 16 (1) of the Regulation.

2.1.2. ENISA may use third-party service providers to operate and maintain the Platform, as per its applicable procedures according to Union law.

2.2. The Users of the Platform (hereinafter “Users”) are prescribed in the Regulation and include:

- Manufacturers² (in order to submit mandatory notifications for actively exploited vulnerabilities and severe incidents impacting products with digital elements, as per Article 14 (1) and (3) of the Regulation);
- Open-Source Software Stewards³ (in order to report actively exploited vulnerabilities and severe incidents for products with digital elements, qualifying as free and open-source software and intended for commercial activities, as per Article 24 (3) and Article 14 (1) and (3) of the Regulation);

The Platform allows Users to:

- register view and edit their personal data⁴;
- manage their notifications (e.g. create, submit, update and receive alerts regarding notifications created).

2.3. These Terms and Conditions govern the relationship between the following parties:

- the European Union Agency for Cybersecurity and
- Users of the Platform;

and constitute the entire set of rules as regards the conditions for access and use of the Platform.

2.4. Requesting access to the Platform, accessing the Platform or using the Platform signifies acknowledgment of these Terms and Conditions. However, Users might be requested to explicitly acknowledge these Terms and Conditions on their first login to the Platform.

2.5. ENISA shall inform the Users of any change(s) in these Terms and Conditions, however, Users are asked to regularly check for updates of the Terms and Conditions.

3. ACCESS TO THE PLATFORM

² According to Article 3 (13) of the Regulation ‘manufacturer’ means a natural or legal person who develops or manufactures products with digital elements or has products with digital elements designed, developed or manufactured, and markets them under its name or trademark, whether for payment, monetisation or free of charge.

³ According to Article 3 (14) of the Regulation ‘open-source software steward’ means a legal person, other than a manufacturer, that has the purpose or objective of systematically providing support on a sustained basis for the development of specific products with digital elements, qualifying as free and open-source software and intended for commercial activities, and that ensures the viability of those products.

⁴ Personal Data’ refers to the information provided by Users during the registration process. Further details are provided in the [Data Protection Notice](#).

3.1. Means of access to the Platform

- 3.1.1. Access to the Platform is open to Users with an EU Login account.
- 3.1.2. The Platform shall also allow (Computer Security Incident Response Teams) CSIRTs Users to login through a dedicated external system.
- 3.1.3. Access to information and functionalities within the Platform shall be granted based on the User's role and permissions. Users shall only access information and functionalities necessary for the performance of their authorized functions and duties.
- 3.1.4. Users are responsible for ensuring that the information provided for their registration for the account is true, accurate and complete.
By registering for an account or submitting a notification through the Platform, Users represent and guarantee that they are the Assigned Representative(s) of their organisation and are authorized to act on its behalf.
- 3.1.5. When Users add a new manufacturer, the provisions of section 3.1.4. shall also apply.
- 3.1.6. CSIRTs may verify and validate that the User is the duly assigned representative of the manufacturer and of the Open-Source Software Stewards.
- 3.1.7. ENISA has - at any time - the right to verify the accuracy and validity of the information provided to the Platform, including, where appropriate, in accordance with the applicable legislation. Where such verification reveals that the information provided is inaccurate or invalid, ENISA may suspend or refuse access to the Platform and, where appropriate, disactivate the account and suspend or refuse access to it.
- 3.1.8. The means of access (e.g. the username and password) are strictly personal, and Users are responsible for safeguarding their confidentiality and security and ensuring their appropriate use. Users undertake to take all necessary steps to prevent any unauthorised third party from gaining knowledge and making use thereof. Users may not transfer or sell their means of access to third parties. The use of any account will be at all times attributable to the authorized User of the respective organization.
- 3.1.9. Users must notify ENISA immediately via the Helpdesk e-mail: cra-srp-security@enisa.europa.eu of the loss, theft, breach of confidentiality or any risk of misuse of the means of access (e.g. EU Login credentials) and will duly cooperate with ENISA in order to mitigate any risk related to such incident, if so requested by the latter. If ENISA has any reason to suspect that the confidentiality or security of the means of access has been breached, it may - without prior notice - suspend or refuse access.

4. USE OF THE PLATFORM

4.1. General

- 4.1.1. Users warrant that the Platform is used in accordance with these Terms and Conditions, applicable laws, and, in general, in a responsible manner, and only for professional purposes and without breach of the rights and/or legitimate interests of ENISA and/or third parties.
- 4.1.2. Users are strictly forbidden to make any change to the Platform.
- 4.1.3. Users may not:
 - a) undertake any action which might jeopardise the proper functioning and/or functionality of the Platform.
 - b) upload, send or disseminate data containing viruses, worms, spyware, malware or other similar malicious programs;
 - c) carry out operations or transactions that may interrupt, destroy or restrict the functionality of the operation of the Platform; or
 - d) submit information or materials that infringe third party rights, are libelous, obscene, threatening or otherwise unlawful.
- 4.1.4. Users are fully and unconditionally responsible for any use of the Platform (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom, and which could damage ENISA and/or any third party.
- 4.1.5. Each User shall acknowledge to be responsible for the actions and omissions of any individuals they authorised to access and use the Platform on its behalf. Each organisation shall ensure that such users comply with these Terms and Conditions and shall promptly revoke or update user access where authorisation ceases.
- 4.1.6. Users are liable for - and will indemnify and hold harmless ENISA against - any damage that results from any use or exploitation of the Platform in a manner that does not comply with these Terms and Conditions or with the Regulation.
- 4.1.7. Users are responsible for the accuracy, completeness and timeliness of the information and documentation submitted through the Platform. ENISA shall not be liable for any inaccurate or incomplete obsolete information/documentation available through the Platform, except as provided by applicable law.
- 4.1.8. Users shall ensure that notifications submitted through the Platform comply with the reporting obligations set out in Article 14 of the Regulation and shall promptly update any notification where additional relevant information becomes available or where previously submitted information/documentation is inaccurate or incomplete, in accordance with applicable law.

- 4.1.9. ENISA shall be responsible for the operation and maintenance of the Platform and shall put in all reasonable efforts to protect the confidentiality, integrity and availability of the Platform and the information therein.

4.2. Intellectual property rights

- 4.2.1. The intellectual property rights and industrial know-how associated with the establishment of the Platform belong exclusively to ENISA and its licensors. Only ENISA may maintain or modify the Platform.
- 4.2.2. The intellectual property rights and industrial know-how associated with any information or documentation submitted by Users (hereinafter “Users IPR”) remain the property of the original owner of such rights. Users hereby grant ENISA a worldwide, royalty-free, non-exclusive, sub-licensable right to use Users IPR for the purposes provided in the Regulation or in any delegated or implementing act.
- 4.2.3. ENISA grants Users a non-transferable, limited, non-exclusive right to use the Platform for the purposes provided in the Regulation, within the scope of their competences, unless access is suspended or refused as per the provisions of the present Terms and Conditions. Without prejudice to the rights of Users under applicable legislation relating to the intellectual property rights regarding their computer programs, Users may not in any way:
- a) modify, translate or adapt the Platform;
 - b) decompile or disassemble the Platform;
 - c) copy the Platform (or parts of it);
 - d) pass on, dispose of, grant as a sub-licence, lease, lend or distribute the Platform or the Platform’s documentation to any third party; or
 - e) create any product or service substantially similar to the Platform, as per the provisions of the Regulation.
 - f) conduct any security testing of the Platform without ENISA’s prior consent.

4.3. Confidentiality

- 4.3.1. Users acknowledge the functionality of the Platform, as per the provisions of Regulation and the fact that it may provide access to information/documentation relating to vulnerabilities, incidents, or other information that is confidential, commercially sensitive or otherwise protected under applicable law.
- 4.3.2. Users shall keep the information accessed through the Platform confidential and shall not disclose such information to any third party without prior authorisation by the

competent party, except where such disclosure is required by applicable Union or national law.

4.3.3. These Terms and Conditions shall not limit or otherwise affect any confidentiality obligations arising under applicable Union or national law.

4.3.4. The confidentiality obligations set out in these Terms and Conditions shall survive the termination or expiry of the User's access to the Platform and shall remain binding for five (5) years after the end of user access to the Platform.

4.3.5. ENISA shall ensure that any third-party service provider which is used for the operation and/or maintenance of the Platform is bound by appropriate confidentiality obligations.

4.4. Platform availability

4.4.1. ENISA will make reasonably necessary efforts to ensure the availability and functionality of the Platform. ENISA does not guarantee that the Platform will be available without interruption or degradation of service at all times. If the SRP is temporarily unavailable, ENISA will make all reasonable efforts to restore the availability of the SRP so that Users can fulfil their notification obligations.

4.5. Platform logging and monitoring

4.5.1. ENISA may record and retain technical logs relating to access to and use of the Platform for the purpose of ensuring security and maintaining the integrity and functionality of the Platform.

4.5.2. Such record shall be carried out in accordance with applicable data protection legislation, as described in the [Data Protection Notice](#).

4.6. Suspension and refusal of access

4.6.1. Users acknowledge that ENISA may refuse access to a user logging in, if a session is already open on another computer where another user is using the same means of access (e.g. the same EU Login account).

4.6.2. Users acknowledge and accept that ENISA may suspend or refuse access to the Platform:

- a) in case of suspected or actual breach of these Terms and Conditions;
- b) if the information provided for the registration for an EU Login account is inaccurate or invalid (as per clauses 3.1.4, 3.1.5, 3.1.6., 3.1.7.);
- c) if ENISA has any reason to suspect that the confidentiality or security of the means of access (i.e. EU Login account name and password) has been breached or that the Platform is being misused (as per clause 3.1.9.);
- d) in case of fraudulent practices;

- e) if the IT systems of ENISA are being attacked;
- f) if so required under applicable laws;
- g) to avoid any detrimental impact for ENISA or User or any third party;
- h) for preventive, corrective or routine maintenance operations and;
- i) in any other situation where ENISA considers that suspension or refusal of access is reasonably required as per its discretion.

4.6.3. ENISA is not liable for any damage suffered by any User or third party in connection with the suspension or refusal of access.

5. PERSONAL DATA PROTECTION

5.1.1. During the provision of any information/documentation through the Platform, for any processing of personal data, ENISA is subject of the Regulation (EU) 2018/1725 ("EUDPR"). Additional information is available under Record No. 96 - Cyber Resilience Act's Single Reporting Platform available under [ENISA's register of data processing activities](#) and the [Data Protection Notice](#).

6. MISCELLANEOUS

6.1. Waiving of rights

- 6.1.1. The rights and remedies of a party under these Terms and Conditions may be waived only by expressing prior written notice to the other party, if such waiving of rights is permitted by law.
- 6.1.2. Any waiver shall apply only in the specific instance, and for the purpose for which it is given.

6.2. Interpretation of the Terms and Conditions

- 6.2.1. These Terms and Conditions have been drawn up in English, and their provisions will be interpreted and construed in accordance with applicable law (see clause 6.5.) and their generally accepted meanings in the English language. Any translation of these Terms and Conditions is for the convenience of the parties only and shall not be binding towards any party. In the event of any inconsistency between the English original and its translation, the provisions of the English version shall prevail.
- 6.2.2. If a provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall (if possible and insofar as it is invalid, illegal or unenforceable) be replaced by a valid, legal and enforceable clause that reflects the initial provisions as closely as possible.
- 6.2.3. If the invalid, illegal or unenforceable provision cannot be validly replaced, no effect is to be given to the clause and it shall be deemed not to be included in these Terms and

Conditions, without affecting or invalidating the remaining provisions of these Terms and Conditions.

6.3. Changes to the Terms and Conditions

- 6.3.1. ENISA may, at any time, amend, add to or delete any provision of these Terms and Conditions, publishing the date of such modification.
- 6.3.2. Users expressly acknowledge and agree that such new terms and conditions enter into force with their publication on the Platform.
- 6.3.3. In accordance with clause 2.4., any access to or use of the Platform by a User shall constitute acknowledgement of these Terms and Conditions (in the version applicable at the time of such access or use).
- 6.3.4. Accordingly, Users expressly acknowledge and agree that any modification to the Terms and Conditions shall be deemed accepted by them as from the first time they access or use the Platform after the date of entry into force of the new Terms and Conditions. ENISA will inform Users of any such modification.

6.4. Termination of the Terms and Conditions

- 6.4.1. These Terms and Conditions shall be deemed terminated vis-à-vis a User in case ENISA permanently ceases to make the Platform available or of refusal of access pursuant to clause 4.6.

6.5. Applicable law, jurisdiction and dispute settlement

- 6.5.1. These Terms and Conditions and any dispute or claim arising out of or in connection with the Platform or its subject matter or formation, shall be governed by and construed in accordance with applicable Union law, complemented, where necessary, by the laws of Greece, to the exclusion of any conflict-of-laws.
- 6.5.2. The parties irrevocably agree that the General Court, or on appeal the Court of Justice of the European Union, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter.
- 6.5.3. In the event of disputes concerning these Terms and Conditions, their interpretation and/or execution, the parties commit to conducting discussions in good faith with a view to resolving the dispute amicably before any litigation.