

# **ELRC-SHARE**

## **Terms of Service**

**Last Modified: 19/2/2016**

### **Version 0.9**

These are the Terms of Use and provision of the ELRC-SHARE Services for all Users, registered or unregistered, of the ELRC-SHARE Repository. By using ELRC-SHARE Services, you are agreeing to these Terms. Please read them carefully as you are bound by them.

### **Interpretation**

- a. **"User"** or **"You"**: means an individual or entity who is exercising rights or undertaking legal obligations under this Service Agreement and who has not previously violated these Terms of Service or who has received express permission from the Service Provider despite a previous violation. Registered Users' details are OR have been obtained through registration with the ELRC-SHARE Services.
- b. **"Service Provider"**: means the ELRC-SHARE repository, which is hosted by Athena RC/ILSP as member of the ELRC Consortium.
- c. **"ELRC-SHARE Services"**: These are the repository services offered by the ELRC consortium, which include:
  - User registration, authentication and authorisation
  - Archiving (storage and maintenance for preservation purposes) of language resources
  - Documentation (with metadata) of language resources
  - Search, browsing and viewing of resource metadata
  - Uploading and downloading of language resources
- d. **"ELRC Consortium"**: means all organisations that form part of the ELRC Consortium.
- e. **"ELRC-SHARE Registration Service"**: means the service through which the Service Provider obtains your name and contact details.
- f. Headings contained in this Terms of Service Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- g. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

### **Modifications**

The Service Provider may change these Terms at any time by posting changes online. Please review these Terms regularly to ensure You are aware of any changes made. Your continued use of the ELRC-SHARE Services after changes are posted means You agree to be legally bound by these Terms as updated and/ or amended. The Service Provider agrees to notify You regarding any such change by email or through the ELRC-SHARE Services or any other appropriate means.

If additional services are added to the ELRC-SHARE set of Services, then additional terms may apply which will become part of this agreement.

## **Use of ELRC-SHARE Services**

Access to and use of the ELRC-SHARE Services is provided subject to the following terms, which shall take effect upon Your access to and use of the ELRC-SHARE Services. You agree to use the ELRC-SHARE Services only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of such resources.

1. If you are an ELRC-SHARE Registered User, then You have unlimited access to all ELRC-SHARE Services offered by the Service Provider; more specifically:
  - a. access to all language resources in accordance to the relevant licensing terms granted for each resource;
  - b. access to language resources documentation, upload and storage services
  - c. searching, browsing and viewing of the ELRC-SHARE inventory and of the language resources metadata
  - d. downloading of language resources in accordance to the relevant licensing terms
2. If You are an ELRC-SHARE non-registered User, then You have access to the following ELRC-SHARE Services:
  - a. searching, browsing and viewing of the ELRC-SHARE inventory and of the language resources metadata
  - b. downloading of language resources in accordance to the relevant licensing terms.

## **Privacy**

The ELRC-SHARE website and services log certain information about every request sent to them. This information is used for system administration and for producing usage statistics. Summary statistics are extracted from this data and some of these may be made publicly available, but these do not include information from which individuals could be identified. Relevant subsets of this data may be used as part of investigations of computer misuse involving this site. Data may also on occasion be used to enable investigation of technical problems on the website. Otherwise logged information is not passed to any third party except if required by law.

## **Data protection**

From time to time the ELRC-SHARE Service Providers may use electronic forms on this site to gather personal information for purposes directly related to a service, function or activity of the ELRC-SHARE services. When the Service Provider will do so it will let users know the purpose for which the information is being collected (including if the information is to be published). Completion of and submission of any form on this website is entirely at the discretion of the user.

## **Data protection statement**

In using and submitting content on the ELRC-SHARE services, You agree that ELRC-SHARE may use any personal data of Yours that You supply through contributing content or by filling in electronic forms. ELRC-SHARE fully respects Your privacy and seeks to protect Your personal data:

- ELRC-SHARE will only collect and use Your information to administer, support, improve and obtain feedback on its services.
- ELRC-SHARE may also contact You to obtain feedback on services and any improvements it can make.
- ELRC-SHARE will not disclose Your personal data to any other organization.
- You can access and modify your personal data through the Registration Service.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on Your computer, to help the website analyze how users use the site. The information generated by the cookie about Your use of the website will be transmitted to and stored by Google on servers in the United States.

In case IP-anonymisation is activated on this website, Your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP address will be first transferred to a Google server in the USA and truncated there. The IP-anonymisation is active on this website.

Google will use this information on behalf of the operator of this website for the purpose of evaluating Your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage.

The IP-address, that Your browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on Your browser, however please note that if You do this You may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Add-on for Your current web browser: <<http://tools.google.com/dlpage/gaoptout?hl=en>>.

### **ELRC-SHARE Services misuse and notification regarding IPR infringement**

You should not misuse the ELRC-SHARE Services, e.g. by interfering with them or by trying to access them using a method different from the one suggested in the ELRC-SHARE instructions. You may use the ELRC-SHARE Services only as permitted by law, including applicable export and control laws, regulations and licenses. The Service Provider may suspend or stop providing ELRC-SHARE Services to You if You do not comply with ELRC-SHARE Terms or policies or if the Service Provider is investigating suspected misconduct.

ELRC-SHARE maintains usage statistics as a measure of readership and other use of the ELRC-SHARE Services by users. It is a violation of ELRC-SHARE policy for a party to directly or indirectly use ELRC-SHARE with a view to affecting download and other usage statistics, or to encourage others to do so. As part of its general right to refuse or terminate service and remove or edit the content of the ELRC-SHARE Services, ELRC-SHARE reserves the right in its sole discretion to limit access, remove content, and adjust usage statistics to respond to any activity that appears likely to have such an effect.

In case You identify language resources that violate Your Intellectual Property Rights, You may follow the ELRC-SHARE Notice and Take Down procedure found at **Appendix A**.

### **Disclaimers and Limitation of Liability**

ELRC-SHARE content and metadata are provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Under no circumstances will ELRC-SHARE be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of opportunity; (c) loss of goodwill or injury to reputation; (d) losses suffered by third parties; or (e) any indirect, consequential, special or exemplary damages arising from the use of the ELRC-SHARE Services regardless of the form of action.

ELRC-SHARE does not warrant that functions contained in the ELRC-SHARE Services will be uninterrupted or error free, that defects will be corrected, or that the ELRC-SHARE databases or the delivery mechanism that make it available are free of viruses and bugs.

**Termination**

The rights granted hereunder will terminate automatically upon any breach by You of the Terms of Service.

Subject to the above terms and conditions, this agreement will be valid for as long as ELRC-SHARE is in existence and will continue in full force and effect unless terminated as stated above.

**Appendix A.****Notice and Take Down policy**

If a rights holder is concerned that s/he has found Language Resources (LRs) on the ELRC-SHARE repository, for which s/he has not given permission, granted a licence or is not covered by a limitation or exception in national law, such rights holder is asked to contact ELRC-SHARE at [elrc-share@ilsp.gr](mailto:elrc-share@ilsp.gr) in writing, stating the following:

1. His/Her contact details;
2. The full bibliographic details of the LR.
3. The exact and full URL where s/he found the LR.
4. Proof that s/he is the rights holder and a statement that, under penalty of perjury, s/he is the rights holder or an authorised representative.

Upon receipt of notification the 'Notice and Take Down' procedure is then invoked as follows:

1. ELRC-SHARE will acknowledge receipt of the complaint by email or letter and will make an initial assessment of its validity and plausibility.
2. Upon receipt of a valid complaint, the LR will be temporarily removed from the ELRC-SHARE inventory pending an agreed solution.
3. ELRC-SHARE will contact the individual or organisation who deposited the material within ten working days from the reception of a valid complaint. The ELRC-SHARE depositor will be notified that the material is subject to a complaint, under what allegations, and will be encouraged to assuage the complaints concerned.
4. The complainant and the ELRC-SHARE depositor will be encouraged to resolve the issue swiftly and amicably and to the satisfaction of both parties, with the following possible outcomes:
  1. The LR is replaced on the ELRC-SHARE inventory unchanged.
  2. The LR is replaced on the ELRC-SHARE inventory with changes.
  3. The LR is permanently removed from the ELRC-SHARE inventory.
5. If the ELRC-SHARE depositor and the complainant are unable to agree on a solution, the LR will remain unavailable through the ELRC-SHARE inventory until a time when a resolution has been reached.