

ENVRI Catalogue of Services (CoS) Terms and Conditions

DISCLAIMER: this document is a draft. If you access it, you are visiting a testing environment which is not meant to be publicly accessed. We'll do our best to protect your privacy anyway, but proceed at your own risk.

If you disagree with any part of these terms and conditions, please do not use our website.

Welcome to the ENVRI Catalogue of Services (CoS) developed by the European Plate Observing System European Research Infrastructure Consortium¹ (EPOS ERIC) in the framework of the ENVRI HUB NEXT project - GA n.101131141, funded by the European Commission under the Horizon Europe Programme!

The terms “we”, “us” and “our” refer to the CoS. The platform is developed by EPOS ERIC and hosted by EGI Foundation² through its subsidiary **Laboratory of Instrumentation and Experimental Particle Physics**³ (LIP). By continuing to browse, extract information and use the CoS you (“user” “you”) agree to comply with and be bound by the following terms and conditions of use.

These Terms and Conditions are applicable to all users of the CoS. You should read, understand and accept these Terms when creating an account on the CoS or using any of the services provided via the CoS. If you have not done this, or do not agree with the contents of these Terms and Conditions, you should not make use of any of the services provided via the CoS.

By accepting these Terms and Conditions, you enter into an agreement with EPOS ERIC, an international organisation with registered offices at EPOS ERIC, in Via di Vigna Murata 605 - 00143 Rome Italy - FISCAL CODE 96409510581 - VAT N° IT15152381008 ("EPOS ERIC"), made up by the contents of these Terms, in order to regulate the user's access and use of the CoS.

You agree that CoS's Terms and Conditions, Privacy Policy, Cookie Policy and any related policies constitute the entire agreement between you and EPOS ERIC, and supersedes all previous drafts, agreements, arrangements and understanding between you and EPOS ERIC, whether oral or written.

EPOS ERIC disclaims all liability except for any other liability that, by law, cannot be excluded or limited.

In the event of questions concerning these Terms and Conditions, EPOS ERIC may be contacted at: info@epos-eric.org.

¹ <https://www.epos-eu.org/epos-eric>

² <https://www.egi.eu/egi-foundation/>

³ <https://www.lip.pt/?lang=en§ion=home&page=homepage>

For information on the processing of personal data on users which is carried out via the CoS, please see XXX

1. Your responsibility

1.1. By using the CoS, you accept these terms.

By using the CoS, you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use the CoS. We recommend that you print a copy of these terms for future reference.

1.2. You must keep your account details safe.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at info@epos-eric.org.

2. We may change the CoS

2.1. We may make changes to these terms

We may amend these Terms from time to time. Every time you wish to use the CoS, please check these Terms to ensure you understand the Terms that apply at that time.

2.2. We may make changes to the CoS

We may update or change the CoS from time to time to reflect changes to our data, services and our users' needs.

2.3. We may suspend or withdraw the CoS

The CoS is made available free of charge. We do not guarantee that the CoS, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the CoS for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access the CoS through your internet connection are aware of these Terms and Conditions and that they comply with them.

2.4. We may transfer this agreement to someone else

We can transfer our rights and obligations under these Terms and Conditions to any third party, provided this does not adversely affect your rights under these terms.

3. Use of material on the CoS

3.1. How you may use material on the CoS

The contents of the CoS are owned by us or, where content has been provided by third parties, by those third parties. Any legal rights (copyright, database rights, etc.) which subsists in the material contained on our Website belongs to us or our licensors. It is your responsibility to seek appropriate consent to re-use any contents of our Website. Therefore, any use of material on or accessed through this website must conform to the licences appropriate to the material accessed. Information on the appropriate licences is to be found in the metadata catalog of the CoS. If you are uncertain, please contact us at info@epos-eric.org

3.2. You are required to acknowledge the CoS and the relevant data and service providers when using the CoS in your research

By using the CoS you accept the present terms and conditions which, among other things, define the legal requirements regarding the use, adaptation, and distribution of the data, data products and services. By these terms, you are required to cite the ENVRI CoS and the relevant datasets and services in any publications, derivative products and services, and any other products that were created making use of data obtained from the CoS. The same applies in cases when you are redistributing any part of the CoS (product, dataset, code, documentation, picture, web service, etc.).

3.3. Permitted uses

You may use the CoS only for lawful purposes. If you access any part of the CoS **you agree that you will not use** the CoS:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the CoS in contravention of the provisions of our terms of the CoS use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the CoS;
 - any equipment or network on which the CoS is stored;
 - any software used in the provision of the CoS; or

- any equipment or network or software owned or used by any third party.

3.4. Do not rely on information on the CoS

The content on the CoS is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the CoS.

Although we make reasonable efforts to update the information on the CoS, we make no representations, warranties or guarantees, whether expressed or implied, that the content on the CoS is accurate, complete or up to date.

3.5. We are not responsible for Portals we link to

Where the CoS contains links to other Portals and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Portals or information you may obtain from them. We have no control over the contents of those Portals or resources.

3.6. Rules about linking to the CoS

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. You must not establish a link to the CoS in any Portal that is not owned by you. The CoS must not be framed on any other Portal, nor may you create a link to any part of the CoS other than the home page.

3.7. We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the CoS other than that set out above, please contact info@epos-eric.org.

4. Breach of these Terms

When we consider that a breach of these Terms and Conditions has occurred, we may take such action as we deem appropriate. Failure to comply with these Terms and Conditions constitutes a material breach upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

5. Which country's laws apply to any disputes?

These Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Italian law. You and we both agree to the exclusive jurisdiction of the law of Italy and the competent Court is the Court of Rome.

DRAFT