

CIRCABC - Terms of Service

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Forewords:

CIRCABC (Communication and Information Resource Centre for Administrations, Businesses and Citizens) is a web application for collaborative workspaces creation and content publication developed and maintained by DG DIGIT, the Directorate-General for Informatics of the European Commission herewith known as "DIGIT". CIRCABC is divided into Categories and Interest Groups, allowing people in those groups to share information and resources.

The CIRCABC service is free for users. Please be responsible regarding the information and resources that you publish. More specifically, make sure that none of the prohibited items listed below appear on your content or are linked to your content (spam, viruses, political propaganda, violent or hate content).

Terms of Service:

The following terms and conditions govern all use of the CIRCABC application and all related services available through the application. The application and services are owned and operated by DIGIT on behalf of the European Commission, hereinafter referred to as "the Service".

The Service offered is subject to your acceptance of the present terms of service as well as all other operating rules, policies and procedures that may be published at any time.

Please read this agreement carefully before accessing or using the service. By accessing or using any part of the application, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you must not access the application or use CIRCABC service.

The service is available only to individuals who accept the terms below.

1. **Your CIRCABC account and contents.** If you create an account on the application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must not describe or assign keywords to your contents in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. DIGIT may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause DIGIT, and by extension all the European Union institutions, liability. You must immediately notify DIGIT of any unauthorized use of your account, or any other breaches of security. DIGIT will not be liable for any acts or omissions made by you, including any damages of any kind incurred as a result of such acts or omissions.
2. **Responsibility of Authors.** If you upload material (any such material, "**Content**"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio files, news, reports, articles, comments, data, metadata or information of any kind. By making Content available, you represent and warrant that:
 - The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

- You have fully complied with any third-party licenses relating to the Content and have done all things necessary to successfully pass through to end users any required terms;
- The Content does not contain or install any viruses, worms, malware, trojan horses or other harmful or destructive content;
- The Content is not used for political activism or propaganda.
- The Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- The Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;

If you delete Content, DIGIT will use reasonable efforts to remove it from the application, but you acknowledge that caching or references to the Content may not be made immediately removed.

Without limiting any of those representations or warranties, DIGIT has the right (though not the obligation) to, in DIGIT's sole discretion (i) refuse or remove any content that, in DIGIT's opinion, violates any official policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the application to any individual or entity for any reason.

3. **Responsibility of participants.** DIGIT has not reviewed, and cannot review all of the material posted to the different interest groups, and cannot, therefore, be responsible for that material's content, use or effects. By operating the application, DIGIT does not represent or imply that, it endorses the material there created, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content.
DIGIT disclaims any responsibility for any harm resulting from the use by users of the service or from any downloading by those persons of content there available.
4. **Content Posted on Other Websites.** DIGIT cannot review all of the material, including computer software, made available through webpages to which CIRCABC links, and that link to CIRCABC. DIGIT does not have any control over those non-CIRCABC websites and webpages and is not responsible for their contents or their use. By linking to a non-CIRCABC website or webpage, DIGIT does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. DIGIT disclaims any responsibility for any harm resulting from your use of non-CIRCABC websites and webpages.
5. **Copyright Infringement.** As DIGIT asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by a content in an interest group violates your copyright, you are encouraged to notify DIGIT. DIGIT will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. DIGIT will terminate a user's access to and use of the application if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of DIGIT or others.
6. **Intellectual Property.** Built at DG DIGIT and funded under the ISA program, CIRCABC is fully open-source and is published under the [EUPL license](#). The source code can be downloaded from [GitHub](#).
7. **Changes.** DIGIT reserves the right, at its sole discretion, to modify or replace any part of this agreement. Your continued use of the service or access to the CIRCABC application following the posting of any changes to this Agreement constitutes acceptance of those changes. DIGIT may also, in the future, offer new services and/or features through the application (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this agreement.

8. **Terminating your CIRCABC user account.** You have the possibility at any moment to cancel your account, according to the CIRCABC Specific Privacy Statement. DIGIT reserves the right to delete your CIRCABC Account if any of these things happen:
1. your account has not be used in the past five years (for external user, not EU staff member);
 2. you materially or repeatedly breach these terms;
 3. we reasonably believe that your conduct causes harm or liability to CIRCABC or to other CIRCABC users, for example, by hacking, phishing, harassing, spamming, misleading others, or posting content that does not belong to you or is out of scope for CIRCABC.

In the first case above, you will be contacted by email, offering you the possibility to confirm within 1 calendar month that you wish to keep your CIRCABC user account.

9. **Disclaimer of Warranties.** The CIRCABC application is provided "as is". DIGIT and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither DIGIT nor its suppliers and licensors make any warranty that the application will be error free or that access thereto will be continuous or uninterrupted.
10. **Limitation of Liability.** In no event will DIGIT, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data. DIGIT shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
11. **General Representation and Warranty.** You represent and warrant that (i) your use of the Service will be in strict accordance with the CIRCABC Privacy Statement, with this agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the European Union or the country in which you reside) and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.
12. **Indemnification.** You agree to indemnify and hold harmless DIGIT, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the application, including but not limited to your violation of this Agreement.
13. **Miscellaneous.** This Agreement constitutes the entire agreement between DIGIT and you, the user, concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of DIGIT, or by the posting by DIGIT of a revised version. If any part of this agreement is held invalid or unenforceable, that part will be construed to reflect the party's original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.