

Terms and Conditions

These terms and conditions outline the rules and regulations for:

- the use of the LifeMonitor website and API located at lifemonitor.eu;
- the associated GitHub app located at <https://github.com/apps/lifemonitor>;
- any other related services and APIs.

All the abovementioned services together form “LifeMonitor”, hereinafter also referred to as “Services”.

If you aim to access and use these Services, you explicitly agree with these Terms and Conditions.

For the purposes of these Terms and Conditions:

- “user”, “you”, “your” mean the person who accesses the Services and has accepted these Terms and Conditions;
- “the operator”, “ourselves”, “we”, “our” and “us”, mean the organisation operating the Services.

Operator of the Services

The Services are operated by “Centro di Ricerca, Sviluppo e Studi Superiori in Sardegna S.r.l.”, which goes by the trade name “CRS4”. CRS4 is a research organisation registered in Italy at Loc. Piscina Manna, Edificio 1, Pula, CA 09050 with VAT number 01983460922.

Nature of the Services

LifeMonitor is a free, public and Internet-accessible resource, created in the framework of the EU-funded EOSC-Life project (<https://www.eosc-life.eu/>). The Services are intended to support the long-term sustainability and reusability of computational scientific workflows by providing automated or semi-automated functionality to support workflow maintenance activities, including but not limited to workflow test monitoring and support for the application of workflow best practices. Services are provided via bespoke websites, web service APIs, or through direct interaction with third-party services.

Use of Services

When using the Services, your personal data will be processed in accordance with the [Privacy Policy](#). Additionally, you shall abide by the following conditions:

1. Only use the Services in a manner consistent with the Nature of the Services described above, while showing consideration towards other users (e.g., not causing harm to or overloading the Services). Furthermore, you have an obligation to collaborate in the resolution of issues arising from your use of the Services.
2. Only use the Services for lawful purposes and exercise caution to not breach or circumvent administrative/security controls.

3. Respect the intellectual property of other users.
4. Protect your access credentials (e.g. passwords, private keys or multi-factor tokens). This includes intentional and willingful sharing.
5. Promptly report known/suspected security breaches and credential compromise/misuse through the communication channels stated below.
6. Be aware that your use of Services may be restricted, suspended, or revoked for administrative, operational, or security reasons, without prior notice and without compensation.
7. Be aware of the consequences resulting from your violation of these Terms and Conditions, which may include your account being suspended/revoked and the violation being reported to your home organisation or to the law enforcement unit of the corresponding jurisdiction.

Moreover, you acknowledge that you are responsible for all data access, transmission and processing performed by the Services on your behalf. You will not send or provide access to data to the Services if this action is against any applicable law or regulation. It is assumed that the User registering resources with the Services is either the resource owner or has sought and obtained permission from the resource owner(s). Therefore, the User takes full responsibility for the accuracy of the metadata that is supplied to the system and for the decision to publish information related to the workflows, such as workflow test results and workflow authorship. The Operator cannot be held responsible for the misuse of data by the User.

Accounts

If you choose to create an account with the Service, you will have access to all its features. The service can also be used without creating an account, but this will result in limited accessibility to its features (i.e., you will only be able to browse and examine test data collected for workflows registered by other users and explicitly marked as "public"). Your registration data is primarily used to make it possible for you to register workflows to be monitored and supported, store your preferences pertaining to the configuration of the Services, and authorise LifeMonitor to act on your behalf with specific third-party services. The Operator will not share your data with any third party unless either required to do so to provide the Services to you or required by law. By creating an account, you agree to allow the Operator to send you administrative e-mail messages that are necessary for the continued health and stability of the Services, or for the investigation and resolution of potential violations of the Terms and Conditions. You may cease reception of administrative e-mail messages by deleting your LifeMonitor account.

Third-party Services

In order for LifeMonitor to function properly, interaction with third-party services (for example but not exclusively: the WorkflowHub workflow registry <https://workflowhub.eu/>, ORCID <https://orcid.org/>, pages of workflow authors, services executing workflow tests, etc.) may sometimes be needed. In these cases, the User may optionally authorise LifeMonitor to access content through third-party services on the User's behalf. As a User you acknowledge that registered contributions marked as "public" will be available for harvesting by other third-party services. LifeMonitor will not disclose your personal data to any of these third-party services unless explicitly authorised to do so by you. Moreover, LifeMonitor may contain links to such third-party resources or

services. The Operator is not responsible for the content, Terms and Conditions or the Privacy Policy of these third-party sites.

Termination

As a User, you acknowledge that the Services may be suspended or terminated without prior notice and without compensation in the case of unforeseen circumstances.

Copyright / Intellectual Property

LifeMonitor and all its components are the property of the Operator and any other project contributors. The workflow-related content uploaded to the Services by Users and the workflow-related content to which the Users grant access to the Services are owned by their respective submitters/authors.

Public content

Workflow entries in LifeMonitor may be published by marking them as “Public”, thus making the entries accessible by any User. Users marking content as “Available for public access” automatically grant other Users permission to access, download or print copies for personal use of the original and any derived materials provided by the Services. Furthermore, Users acknowledge that by publishing their workflow entries, also their names, account IDs, or ORCID links of the workflow author and submitter may become publicly visible. For any reuse of these materials, source and references must be acknowledged.

Disclaimer

The Service is provided to you on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE SERVICE AND THE CONTENT IT PROVIDES IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of these Terms and Conditions.

Limitation of Liability

Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Centro di Ricerca, Sviluppo e Studi Superiori in Sardegna S.r.l., or any other entity which provides resources for the Services be liable to anyone for any indirect, special, incidental, or consequential damages of any character arising as a result of the use of the Services including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.

You can contact us by email at lifemonitor@crs4.it, legal mail at crs4@legalmail.it, or by mail to Loc. Piscina Manna, Edificio 1, Pula, CA 09050, Italy.