

The Copernicus Atmosphere Data Store (ADS) is operated by the European Centre for Medium-Range Weather Forecasts (ECMWF) on behalf of the European Union (EU). Access to the ADS and all its Content is regulated by these Terms of Use and the Copernicus Data Protection and Privacy Statement:

Article (1) Description of Products and Services

The ADS contains geophysical and other information and data sets (“Products”) and applications for users (“Services”), jointly referred to as “Content”.

Article (2) Registration

Download of Content requires prior registration. To register, users will have to enter the following details: Name and surname, a valid email account, and their country of residence and the sector in which users work. Users may choose to enter the organisation they represent. Please note that a user can be a person or an entity. The registration - and with it any license accepted thereunder - only applies to its named holder. Any user can only have one account.

Article (3) Access

The ADS or any of its Content may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

Article (4) Licenses

Content accessible through the ADS may only be used under the terms of the license attributed to it, as updated from time to time by the licensors.

Article (5) No Endorsement

No user may publicly represent or imply that ECMWF and/or the EU are participating in, or has sponsored, approved or endorsed the manner or purpose of the use or reproduction of any of the Content.

Article (6) Right to Modification

ECMWF reserves the right to modify these Terms of Use at any time. Any revised Terms of Use will be posted on the ADS website. Modifications shall take effect immediately following posting of the revised Terms of Use.

Article (7) Discontinuation and Termination

ECMWF reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Content as well as any means of accessing or utilizing it at its sole discretion with or without prior notice to users.

ECMWF may at its sole discretion, under any circumstances, for any or no reason and with or without prior notice to users, suspend or terminate any user’s access to the Content, particularly in cases of violation of these Terms of Use or any of the applicable license terms.

Article (8) Exclusion of Liability and Warranties

Other than in cases of intentional or grossly negligent breaches of duty by its staff or representatives or claims resting on an injury to life, body or health, neither ECMWF nor

the EU shall be responsible or liable to any user of the ADS for any loss or damage of any sort incurred in connection with the use of the ADS.

ECMWF and/or the EU shall also shall not be responsible or liable for the accuracy, usefulness or availability of any Content.

Any Content made available for download or use through or within the ADS is supplied "as is" without further warranties of any kind, either express or implied, including, but not limited to, the quality, performance, merchantability or fitness for a particular use or purpose. Subject to the aforesaid, neither ECMWF nor the EU shall be liable for any damages, including but not limited to direct, indirect, special, incidental, punitive, exemplary or consequential damages arising out of the use of or the inability to use the Content.

Neither ECMWF nor the EU shall be liable and accept no representation or responsibility for the functionality or contents of external websites, services or software products hyperlinked from the ADS.

ECMWF and the EU disclaim all warranties related to the provision of Content through the ADS.

Article (9) Privileges and Immunities

Nothing in or relating to these Terms of Use shall be deemed a waiver of any of the privileges and immunities of ECMWF and/or the EU in conformity with their respective Protocols on the Privileges and Immunities.

Article (10) Dispute Settlement

Any dispute between ECMWF and/or the EU and interested parties arising out of or relating to the use of the ADS or its Content shall be resolved amicably by negotiation. If the dispute cannot be so settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language. The right of appeal by either party to any national courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.

Article (11) Protection of Personal Data

The Copernicus Data Protection and Privacy Statement applies to all personal data provided by the user in order to register.

Article (12) Severability

If any provision of these Terms of Use is for any reason held to be invalid, illegal or otherwise unenforceable, such unenforceability does not affect any other provision; the Terms of Use are then to be construed as if they had never contained the provision(s) in question and are to be interpreted, in so far as possible, in such a way as to maintain their original intent.

Version 1.2 (March 2024)