

TERMS AND CONDITIONS OF USE

INFORMATION ABOUT THE OWNER OF THE WEBSITE

The Joint Controllers, signatories of the Consortium Agreement for the DOME Project (Distributed Open Marketplace for Europe Cloud and Edge Services, Project nr. 101084071)] (hereinafter also referred to as the "Owner") manage, make available and maintain the contents and functionalities available at the website called <https://dome-marketplace.eu/> (hereinafter, also the "website").

Joint Controllers Identification

1. **ENGINEERING - INGEGNERIA INFORMATICA SPA (ENG)**, established in PIAZZALE DELL'AGRICOLTURA 24, ROME 00144, Italy,
2. **EUROPEAN DYNAMICS LUXEMBOURG SA (ED)**, established in RUE JEAN ENGLING 12, LUXEMBOURG 1466, Luxembourg
3. **IONOS SE (IONOS)**, established in ELGENDORFER STRASSE 57, MONTABAUER 56410, Germany
4. **ORANGE BUSINESS BELGIUM SA (OBS)**, established in AVENUE DU BOURGET 3, BRUXELLES 1140, Belgium
5. **TEAMDEV SRL (TD)**, established in VIA SETTEVALLI 320, PERUGIA 06129, Italy
6. **ELLIOT CLOUD SL (ELLIOT)**, established in CALLE PORTALES 71, LOGROÑO 26001, Spain
7. **FUTURE INTERNET CONSULTING AND DEVELOPMENT SOLUTIONS SL (FICODES)** established in C/ HESPERIDES 5, LAS ROZAS DE MADRID 28232, Spain
8. **PORTEL LOGISTIC TECHNOLOGIES SA (PORTEL)**, established in AVENIDA DE LEONARDO DA VINCI 2A 1 PLANTA PARQUE INDUSTRIAL CARPETANIA, GETAFE MADRID 28906, Spain
9. **IDOM CONSULTING, ENGINEERING, ARCHITECTURE S.A.U. (IDOM)**, established in AV ZARANDOA 23, BILBAO 48015, Spain

10. AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE (ACK Cyfronet), established in AL ADAMA MICKIEWICZA 30, KRAKOW 30-059, Poland

11. CONSORZIO TOP-IX - TORINO E PIEMONTE EXCHANGE POINT (TOP-IX), established in VIA MARIA VITTORIA 38, TORINO 10123, Italy

12. CONSORZIO PER IL SISTEMA INFORMATIVO (CSI PIEMONTE) (CSI PIEMONTE), PIC 998947711, established in CORSO UNIONE SOVIETICA 216, TORINO 10134, Italy

13. DAWEX SYSTEMS (DWX), established in 20 PLACE LOUIS PRADEL, LYON 69001, France

14. FUNDACION TECNALIA RESEARCH & INNOVATION (TEC), established in PARQUE CIENTIFICO Y TECNOLOGICO DE BIZKAIA ASTONDO BIDEA EDIFICIO 700, DERIO (BIZKAIA) 48160, Spain

15. DEKRA TESTING AND CERTIFICATION SAU (DEKRA), established in CALLE SEVERO OCHOA 2, PARQUE TECNOLOGICO CAMPANILLAS, MALAGA 29590, Spain

16. PONS IP SA (PONS IP), established in PLAZA RUBEN DARIO 4, MADRID 28010, Spain

17. TIME.LEX (TLX), established in JOSEPH STEVENSSTRAAT 7, BRUSSEL 1000, Belgium

18. FIWARE FOUNDATION EV (FF), established in FRANKLINSTRASSE 13 A, BERLIN 10587, Germany

19. ACTIVE AGEING ASSOCIATION (AOA), established in RONDA AUGUSTE Y LOUIS LUMIERE Nº 23 - NAVE 13, PATERNA 46980, Spain

20. GOLEM - GESELLSCHAFT FUR INTEGRIERTE MIKROELEKTRONISCHE KOMPLETTLOESUNGEN GMBH (GOLEM), established in HAUSFEDLSTRASSE 22/1/7, WIEN 1220, Austria

21. HASHNET DISTRIBUIRANE TEHNOLOGIJE DOO (HASH), established in GUBCEVA ULICA 8, SLOVENSKE KONJICE 3210, Slovenia

22. CONSORCIO RED ALASTRIA (ALASTRIA), established in CALLE ALBERTO AGUILERA, 23, MADRID 28015, Spain

23. IN 2 INGENIERIA DE LA INFORMACION SOCIEDAD LIMITADA (IN2), established in TRAVESSERA DE GRACIA 73-79 PLANTA 8, BARCELONA 08006, Spain

24. BEIA CONSULT INTERNATIONAL SRL (BEIA), established in STREET POIANA NARCISELOR 12, 1ST FLOOR APARTMENT 3 SECTOR 1, BUCURESTI 010158, Romania

25. E-GROUP ICT SOFTWARE INFORMATIKAI ZARTKORUEN MUKODO RESZVENYTARSASAG (EG), established in KACSA UTCA 11, BUDAPEST 1027, Hungary

26. FUNDINGBOX RESEARCH APS (FBR), established in FORSKERPARKEN 10, ODENSE 5230, Denmark

27. STICHTING ISHARE FOUNDATION (ISHARE), established in VILLAPARK 7, ROTTERDAM 3051 BP, Netherlands

28. NICOS AKTIENGESELLSCHAFT (NICOS), established in ROBERT-BOSCHSTR 17A, MUNSTER 48153, Germany

29. ETNA HITECH SOCIETA CONSORTILE PER AZIONI (EHT), established in VIALE AFRICA 31, CATANIA 95129, Italy

30. OUTSCALE (OUTSCALE), established in 1 RUE ROYALE - 319 BUREAUX DE LA COLLINE, SAINT- CLOUD 92210, France

31. CLOUDFERRO SP ZOO (CF), established in UL. NOWOGRODZKA 31, WARSZAWA 00-511, Poland

32. EXPERT.AI S.P.A. (EXAI), established in VIA FORTUNATO ZENI 8, ROVERETO 38068, Italy

33. UBIWHERE LDA (UW), established in TRAVESSA SENHOR DAS BARROCAS 38, AVEIRO 3800 075, Portugal

34. LIBELIUM COMUNICACIONES DISTRIBUIDAS SL (LIBELIUM), established in MARIA ZAMBRANO 31, WTCZ, ZARAGOZA 50018, Spain

35. DIGITANIMAL SL (DA), established in AVENIDA CASTILLA 1, OFICINA 7B, SAN FERNANDO DE HENARES 28830, Spain

36. DEMETRIX SOCIETA' A RESPONSABILITA' LIMITATA (DEMX), established in VIA UGO LA MALFA 28/A, PALERMO 90146, Italy

37. INNO-FOCUS DIGITAL GMBH (IF), established in ORANIENBURGER STRASSE 45, BERLIN 10117, Germany

38. QUALITY HOUSE LTD. (QH), established in STRELBISHTE DISTRICT, 14, MAJOR PYRVAN TOSHEV STR., FL. 2, APP. 7, SOFIA 1408, Bulgaria

These Terms and Conditions of Use of the website (hereinafter referred to as "T&C") constitute the set of rules and provisions governing access and use of the website. These T&C are valid and effective towards any user, *business or consumer*, who access and/or register on the website (collectively, "User" or "Users").

1. PURPOSE AND SCOPE OF APPLICATION

These T&C regulate the access, browsing and use of the website, as well as the responsibilities derived from the use of its contents and other resources that may be available through the website.

Under these T&C "contents" mean texts, graphics, drawings, logos, designs, software code, pictures, music, videos, sounds, databases, data, documents, images, expressions and information, as well as any other creation whether it is protected by intellectual property rights (including but not limited to copyright, registered or unregistered designs, design applications, patents and utility models and their applications, trademarks and their applications) and/or unfair competition law or trade secret law in the European Union and/or internationally, or not (hereinafter, Intellectual Property Rights).

"User" means the person who accesses, browses, or uses the Services and activities, whether free of charge or for a fee, conducted out on the website.

2. ACCEPTANCE OF THE T&C

Browsing the website, accessing to the resources and its contents, etc., is the User's acceptance of the latest version in force of these T&C at the time the User is browsing the website. These T&C may be amended by the Owner from time to time without the need of serving any notice to the Users. The User is therefore invited to read these T&C and revisit them from time to time.

These T&C are not intended to apply any other relationship between the User and the Owner or to the provision by Owner of any specific services other than the Services describe below.

3. SERVICES

Through the website, the Owner provides the Users with access to contents and resources including information about cloud and services offerings posted by third parties. Such information may include topics such as the cloud and edge services descriptions, features, pricing, etc.

Some of the contents may be downloadable.

4. ACCESS AND USE OF THE WEBSITE

Access to the website by Users is free, i.e. no fees shall be charged for that.

The User is responsible for accessing, browsing, and using the website and the Services, and therefore undertakes to diligently observe any additional instructions given by Owner regarding the use of the website and its contents.

In particular, the User will not, or will not facilitate or allow others to use the Services:

- To directly or indirectly perform any illegal or fraudulent.
- To infringe or violate others' rights and liberties.
- To carry out any kind of harassment, to threaten, or incite, promote, or support violence, terrorism or discrimination, whatsoever.
- To publish, share, post, create, etc. any kind of content or activity that promotes child sexual exploitation or abuse.
- To obtain illegitimate access to, or violate the confidentiality, integrity, or availability or harm of any network, computer or communications system, software application, or network or computing device or data or information, whether it is personal information or non-personal information.
- To use the contents and, in particular, the information obtained through the website for advertising purposes or to distribute or send unsolicited mass email or other messages, advertising, or solicitations (or "spam") or to you use automated tools to scrap the contents, information and/or resources available on the website.
- To reproduce or copying, distributing, allowing public access through any form of public communication, transforming or modifying the contents, unless authorised by the owner of the relevant rights or if legally permitted to do so.

5. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights to the contents and/or resources available on the website are the sole and exclusive property of the Owner and/or its licensors.

The removal or manipulation of the copyright notice and any other data identifying or acknowledging Owner's (or its licensors') rights in relation to the website or the contents and resources found therein is strictly prohibited. Any rights not expressly granted under this T&C to the Users are expressly retained by the Owner and/or its licensors.

Likewise, it is strictly prohibited to reproduce, distribute, publicly display, reuse, extract, send by post, modify or in any way publicly use all or part of the content and resources included on the website without the prior, written, and express authorisation of the Owner and/or its licensors.

In the event that, when accessing or using the website, the User sends or transmits to the Owner, any type of content or resource which is protectable by any Intellectual Property Right, the User undertakes to previously acquire all and any authorisations, licences or rights of use that may be necessary to guarantee to the Owner a legitimate use of said content.

6. INTELLECTUAL PROPERTY INFRINGEMENT COMPLAINTS

The Owner respects all and any Intellectual Property Rights of third parties and takes reasonable steps to ensure that the contents, resources and information displayed on the website do not infringe any Intellectual Property Right.

If a User thinks that any content or resource on the website may infringe Intellectual Property Right the User must send an email to the following address so that appropriate steps can be taken to handle the complaint: ipr.helpdesk@dome-marketplace.eu.

7. LIABILITIES AND WARRANTIES

The Owner manages the website diligently and, therefore, always strives to provide through the website complete and accurate information, updating that information when needed at all times. However, there may be occasional discrepancies between the information provided on this website and the actual services provided through the website. Further, much of the contents and resources on the website are provided by third parties.

The Owner has in place state-of-the-art measures to ensure the correct functioning of the website and to prevent the presence of malware or other software that could harm Users.

However, computer security is not infallible and is exposed to certain risks as a result of the inevitable activity carried out by adversaries (e.g. hackers) other threats such as viruses, malware or other kinds of attacks. Therefore, although Owner makes reasonable efforts to control and mitigate security risks, and updates its IT and system security at all times, Owner cannot guarantee, nor can it be held liable for any damages suffered by the User as a result of:

- Failures or interruptions of the website service.
- Viruses, malware or software or any elements designed for cyber-attack or infiltration of the User's computer systems that may have been inadvertently installed in them, thanks to or as a result of access to the website by the User.
- The possible vulnerability of the website and of the security measures adopted therein.
- The loss or damage to data and information.

8. LINKS TO OTHER WEBSITES

On the website, the User may find links to other websites managed by third parties. The Owner does not have the power to control all the information or content provided by other websites, and therefore cannot assume any type of liability for the quality and reliability of said information or content, or for the truthfulness or suitability of the content offered.

Any type of link established by the website to another external website does not imply that there is any type of relationship, collaboration, or dependence between the Owner and the party responsible for said website.

9. DURATION AND MODIFICATION

The Owner may modify these T&C, in whole or in part, by posting any changes in the same form in which these general terms and conditions are published. Likewise, the Owner may terminate, suspend, or interrupt, at any time and without prior notice, access to the contents of the website, without any kind of liability to the User.

10. SEVERABILITY

In the event that any of the provisions in these T&C are declared null and void, this shall not affect other provisions that are not affected by such provision(s).

11.APPLICABLE LAW. RELEVANT JURISDICTION

These T&C are governed by the Belgian law. Any dispute arising out of or in connection to the use of the website shall be submitted to the exclusive jurisdiction of the competent court of Brussels (Belgium).

Last version updated in March 2025.