

# Terms and Conditions of Use

## Information about the owner of the website

The DOME Project Consortium [Partners](#) (Project full title: A Distributed Open Marketplace for Europe Cloud and Edge Services; Contract No. 101084071; Strategic Objective: DIGITAL-2021-CLOUD-AI-01-DS-MARKETPLACE-CLOUD) (hereinafter also referred to as the "Owner") makes available and maintains the contents and functionalities available at the website called <https://dome-marketplace.org/> (hereinafter, also the "website"). The Owner manages the website in the context of the DOME project (Distributed Open Marketplace for Europe Cloud and Edge Services, Project nr. 101084071) on the basis of the Consortium Agreement signed for the DOME Project. You can access the full list of Partners and their privacy roles in our [Privacy Policy](#).

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").

## Terms and Conditions of Use of the website

### 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.

## 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 Terms and Conditions, 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 Terms and Conditions 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).

Updated in June 2024.