

Terms of Service

The Gist

CEA/Institut Frédéric Joliot/NeuroSpin operates the neurospin-cloud Service, which gathers anonymous health data such as MRI, CT, physiological (eye-tracking, MEG, EEG), clinical, or genetic data generated through research programs led and conducted by CEA/Institut Frédéric Joliot/NeuroSpin and its partners. The service is not intended to ensure the backup of these data on behalf of these partners. The data of one research program are made available through the neurospin-cloud service to the sole partners who participate to such research program. As such, CEA acts as data processor of each data controller for each research program.

In order to use the Service, You (the “User”, “You”, or “Your”) must first read and agree to these Terms of Service (“Terms”) (see box “I accept” below). You further understand and agree that CEA/NeuroSpin will treat Your use of the Service as acceptance of the Terms from that point onwards. CEA/NeuroSpin may make changes to the Terms from time to time. You may reject the changes by terminating Your account. You understand and agree that if You use the Service after the date on which the Terms have changed, CEA/NeuroSpin will treat Your use as acceptance of the updated Terms.

If you have any question about the Terms, please contact the Service Manager.

Definitions

“Content” means all content generated by the Service on Your request and behalf (including metric data) and does not include User Data.

“Data” means any data uploaded in the Service and resulting from Research Programs.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of data on the free movement of such data.

“Participant” means any natural person whose personal data have been transferred by a Partner to CEA/NeuroSpin or supplied directly to CEA/NeuroSpin by said natural person and in any case, whose data have been incorporated into the Service as Data.

“Partners” means any legal person, including CEA, participating to IMAGEN, HERBY, BIOMEDE, R-LINK and/or CATI Consortia and legally bound to CEA by corresponding consortium agreements.

“Research Program” means any collaborative research program specified in IMAGEN, HERBY, BIOMEDE, R-LINK, or CATI consortium agreements.

“Scientific Project” means scientific research program the User participates to as part of a Research Program and requiring access to Data of this same Research Program.

“Service” means the services CEA/NeuroSpin makes available through this Terms that include: our web site : <https://neurospin-cloud.cea.fr> our APIs : <https://neurospin-cloud.cea.fr/remote.php/dav/files> , <https://neurospin-cloud.cea.fr/ocs/v1.php> , <https://neurospin-cloud.cea.fr/ocs/v2.php> , and any other software, sites, and services offered by CEA/NeuroSpin in connection to any of those.

“Service Manager” refers to CEA/NeuroSpin who can be contacted by email via neurospin-cloud@cea.fr.

“User Data” means any data You submit to CEA/NeuroSpin for the purpose of using the Service.

Your account and Your User Data

- You cannot use the Service if You are a person barred from receiving the Service under the laws of France or other countries, including the country in which You are resident or from which You use the Service.
- You may not use the Service unless you are over the age of 18. You must be a human. Account created by automated methods are not permitted.
- Access to the Service is limited to scientist hired by Partners. Access to the Service to administrative staff is not permitted.
- Access to the Service is limited to Partners of Research Programs. Access to Data of a Research Program is limited to scientists of the Partners involved in such Research Program.
- You must provide accurate and complete registration information any time You register to use the Service being : your login, your e-mail address, your hosting company or institute (always a Partner), your country of residence, your manager contact information, and a description of your Scientific Project. You have the right to remove, update or rectify Your User Data from the Service or by contacting the Service Manager. If needed, CEA’s Data Protection Officer is Ms Laure Flamand de Lestapis dpd@cea.fr.
- Access to Data : after entering the requested User Data, you will be asked to specify the Data and Research Program You want to access. Your request is transferred to the Partner in charge of handling the Data of the concerned Research Program who will validate, or not, Your request of access according to this Partner’s rules. Note that during this stage, the relevant Partner may ask You more information about Your Data access request. With this respect, CEA/NeuroSpin merely acts upon instructions of said Partner. Depending on access rights granted to You, You may in addition upload Data.
- You are responsible for the security of Your passwords and for any use of

Your account. You cannot allow another person to use the same account or otherwise access the Service. With this respect, you cannot share your credentials.

- You shall not engage in any activity that interferes with or disrupts the Service.
- In case of inappropriate use of the Service by You, CEA/NeuroSpin reserves the right to enforce quotas and usage limits (to any resources, including the API) at its sole discretion, with or without notice, which may result in CEA/NeuroSpin disabling or throttling Your usage of the Service for any amount of time.
- CEA/NeuroSpin claims no ownership or control over any Data or User Data. You retain copyright and any other rights You already hold and You are responsible for protecting those rights, as appropriate.
- You shall assume full responsibility for configuring the Service to allow appropriate access to any Data and Content provided to/or by the Service.
- You retain sole responsibility for any collaborators that you allow to view Data or Content and entrust them at Your own risk.
- CEA/NeuroSpin is not responsible if you fail to configure, or misconfigure, Your Scientific Project and inadvertently allow unauthorized parties to view any Data and Content.

Service Policies

- As a User, You are responsible of the Data exchanged with the neurospin-cloud Service.
- If and when You use the Service, please use it responsibly. If You don't, Your account will be terminated. Your use of the Service must comply with all applicable laws, regulations and ordinances. You are solely responsible for the use of the Data and have to comply with any regulations applicable (as the GDPR).
- You shall use of Data in accordance with policy provided by the Partner in charge of the Research Program. *Read-only Data that are made available through the Service may be only read and/or downloaded for the needs of Your Scientific Project and corresponding Research Program.
- You shall preserve, at all times, the confidentiality of the Data. In particular, You undertake not to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Participants.
- You shall protect the confidentiality of Participants in any research papers or publications that You prepare by taking all care to hinder the possibility of identification.
- In accordance with the GDPR, CEA/NeuroSpin reserves the right to request that You destroy all copies (including backup copies) of Data and/or Content archived, copied, downloaded or otherwise extracted. In such event, You shall comply with such request and certify in writing to the Service Manager the destruction of the Data and/or Content, and

refrain from using in further analyses and/or publication any such copies of Data and/or Content.

Fees for Use of the Service

- The Service may be provided to You without charge up with certain limits or for a certain “trial” period of time.
- CEA/NeuroSpin may change its fees and payment policies for the Service by notifying You at least thirty (30) days before the beginning of the billing cycle in which such change will take effect.

Cancellation and Termination

- Access rights are granted for the duration of the corresponding Research Program. You may cancel Your account via <https://neurospin-cloud.cea.fr/settings/user> by clicking on the “Delete account” link. An email or phone request to cancel Your account is not considered cancellation.
- You will not receive any refunds, if any, if You cancel Your account.
- In accordance with the GDPR, all of User Data will, within a reasonable amount of time to be determined solely by CEA/NeuroSpin, be deleted from the Service upon cancellation.
- CEA/NeuroSpin may terminate or suspend Your account in case You use the Service in an inappropriate manner conflicting with law and/or these Terms. Any termination of Your access to the Service may be without prior notice, and CEA/NeuroSpin will not be liable to You or any third party for such termination.

Modification of the Service

- The Service may change from time to time without prior notice to You.
- Changes include, without limitation, deletion of Data of Participants who requested so, changes to fee and payment policies, security patches, added or removed functionality, and other enhancements or restrictions.
- CEA/NeuroSpin shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the Service.

External Resources

The Services may include hyper-links to other web sites, content, or resources. You acknowledge and agree that CEA/NeuroSpin is not responsible for the availability of any such external sites or resources, and does not endorse any

advertising, products or other materials on or available from such web sites or resources.

Exclusion of warranties

- You expressly understand and agree that Your use of the service is at your sole risk and that the service is provided “as is” and “as available”.
- CEA/NeuroSpin has no responsibility or liability for the deletion or failure to store any Data, Content and other communications maintained or transmitted through use of the Service. You further acknowledge that You are solely responsible for securing and backing up the Data.
- CEA/NeuroSpin does not warrant to You that: (a) Your use of the Service will meet your requirements, (b) Your use of the Service will be uninterrupted, timely, secure or free from error, (c) the Content provided by the Service will be accurate, (d) the quality of the Service will meet your expectations and (e) any errors in the Service will be fixed.

Limitation of liability

CEA/NeuroSpin shall not be liable to You for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by You, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute services, or other intangible loss (whether or not CEA/NeuroSpin has been advised of or should have been aware of the possibility of any such losses arising).

Indemnification

You shall hold harmless and indemnify CEA/NeuroSpin or Partners from and against any third party claim arising from or in any way related to (a) Your breach of the Terms, (b) Your use of the Service, (c) Your violation of applicable laws, rules or regulations in connection with the Service, or (d) Your User Data, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, CEA/NeuroSpin will provide You with written notice of such claim, suit or action.

Miscellaneous

The Terms constitute the whole legal agreement between You and CEA/NeuroSpin and govern Your use of the Service and completely replace any prior agreements between You and CEA/NeuroSpin in relation to the Service. If CEA/NeuroSpin does not exercise or enforce any legal right or remedy which is contained in the Terms (or which CEA/NeuroSpin has the benefit of under any applicable law), this will not be taken to be a formal waiver of CEA/NeuroSpin's rights and that those rights or remedies will still be available to CEA/NeuroSpin. CEA/NeuroSpin shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

Ideas and Feedback

You may choose to or we may invite You to submit comments or ideas about the Service, including but not limited to ideas about improving the Service or our products ("Ideas"). By submitting any Idea, You agree that Your disclosure is unsolicited and without restriction and will not place CEA/NeuroSpin under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.