

# EMSO ERIC Website Terms and conditions

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## **1. ACCEPTANCE OF TERMS AND CONDITIONS**

The punctual acceptance of the terms and conditions contained in this web portal, which can be found at the address <http://www.EMSO.EU> (hereinafter also referred to as the "Portal"), managed and owned by The European Multidisciplinary Seafloor and water column Observatory (EMSO), with **Headquarters IN 00143 Rome Via di Vigna Murata 605** (henceforth also only "EMSO ERIC"), is a necessary condition for the use of the same and related services. Use of the Portal and related services implies acceptance of all the terms and conditions set out below, as well as the provisions contained in the "Privacy policy" section of the Portal itself. Additional terms, conditions and notices of use that replace and/or supplement the provisions herein can be specified and indicated on other pages that can be viewed within the Portal by accessing specific services. The use of the Portal and related services also implies acceptance of these conditions, terms and warnings, which form an integral and substantial part of the regulations for the use of the Portal and related services.

## **2. CHANGES TO TERMS AND CONDITIONS**

EMSO ERIC reserves the right to change, at its sole and unquestionable judgement, at any time and without notice, the terms and conditions of use under which the services and information are offered contained in the Portal. It is entirely the responsibility of the user to constantly check these terms and conditions. The use of the Portal and related services, following the changes, implies the user's consent to the same.

## **3. USAGE RESTRICTIONS**

Unless otherwise specified, the Portal and related services are intended for personal and non-commercial use. It is expressly forbidden to modify, copy, distribute, transmit, display, represent, reproduce, publish, assign, sell or create related material from any information, software, products or services obtained through the Portal and/or its services.

## **4. USE OF IDENTIFICATION CODES AND/OR ACCOUNTS**

All manifestations of will, deeds and facts potentially producing legal and economic effects, carried out through the use of any identification codes and/or accounts (user-id and password) assigned to the user, entail the indisputable attribution to the same user of such acts and facts.

It is the user's responsibility to ensure the confidentiality of their identification codes and their account.

The user undertakes to immediately notify EMSO ERIC of any unauthorized use of the identification codes and/or account or any other fact that violates its security.

In any case, EMSO ERIC will not be held responsible for any damage caused by the use of the identification codes or account by another person, with or without the user's authorization and regardless of whether the same is aware of it. However, the user will be held responsible for any losses suffered by EMSO ERIC or by third parties due to the use of the user's identification codes or account by another person. At no time may the user use the identification codes or the account of another user.

## 5. LINKS TO THIRD PARTY WEBSITES

All the websites accessed by the user (other than the institutional websites managed by the owner), also through the existence of a hypertext link (link) in this Portal, are totally independent from the Portal itself. EMSO ERIC has no power of control, either direct or indirect, over them and their content or use. The user acknowledges and accepts that no type of responsibility, even indirect, can be attributed to EMSO ERIC for the contents, products or other goods/services as well as for the use of the hyperlinks referred to above, and that the existence in the present Portal of a hyperlink (link) to another Web address does not imply any type of assumption or acceptance of responsibility on the part of EMSO ERIC itself regarding the content or use of the linked site. The regulations on the protection of personal data established in this Portal may not apply with regard to third-party sites over which EMSO ERIC, it is reiterated, has no control.

## 6. ILLEGAL OR PROHIBITED USES

The user undertakes not to use the Portal and the related services for illegal purposes or purposes contrary to these terms and conditions of use, or in ways that could damage it, make it unusable, overload or deteriorate it or interfere with the use and enjoyment of the same by other users. The user may not attempt to gain unauthorized access to the Portal or services, other accounts, systems or networks connected to the Portal or services through hacking operations, password forgery or other means. Furthermore, the user may not obtain or attempt to obtain materials or information through means that are not intentionally made available or provided through the Portal or the services.

## 7. USE OF COMMUNICATION SERVICES

This Portal may contain bulletin board services, news groups, forums, personal web pages, electronic mail and/or other messages or communication facilities (collectively referred to as the "Communication Services") designed to allow the user to communicate with others users.

You agree to use the Communication Services only to post, send and receive messages and materials related to the particular Communication Service.

By way of example but not limited to, in the use of a Communication Service, the user undertakes not to:

- defame, abuse, harass, sow panic, threaten or otherwise violate the rights of others protected by law (such as for example the right relating the protection of personal data and advertising);
- publish, send, upload, distribute or disseminate any inappropriate, blasphemous, libelous, infringing, obscene, indecent or illegal topic, name, material or information - upload or make available files that contain software or other material protected by intellectual property law

( or rights relating to the protection of personal data or publicity) unless the user is the holder of such rights or has received all the necessary authorisations;

- upload files that contain viruses, trojan horses, worms, corrupted files, or any other similar programs or software that may affect the operation or functioning of any other computer;

- advertise or offer to sell or buy goods or services for commercial purposes, unless the Communication Service specifically allows such messages;

- transmit or forward reports, disputes, pyramid schemes or chain letters;
- download files sent by another user of the Communication Service that the user knows or reasonably should know, that it is not possible to reproduce, display, perform and/or distribute legally in such ways;
- falsify or delete copyright management information, such as an author's name, special or legal notices or proprietary designations or labels of the origin or source of software or other material contained in a file that you have uploaded;
- limit or prevent other users from using the Communication Services;
- collect or compile information about other users, including e-mail addresses, without their consent;
- violate any code of conduct or other guidelines that may be applicable to a particular Communication Service;
- create a false identity with the intention of misleading other users;
- violate any law or regulation.

EMSO ERIC has no obligation to monitor the Communication Services. However, EMSO ERIC reserves the right to review the materials published in the Communication Services and to remove them, in whole or in part, at its sole and unquestionable discretion. EMSO ERIC also reserves the right to interrupt the user's access to one or all of the Communication Services at any time, without notice and for any reason.

The user acknowledges and accepts that all the Communication Services are public and are not private communications, therefore the user's communications can be read by others and are publicly disseminated on this Portal. EMSO ERIC reserves the right to disclose at any time any information deemed necessary to satisfy the applicable laws, rules and regulations or to modify, refuse to publish, in whole or in part, materials or information, at its sole discretion.

The user must be careful when providing data or information that allows personal identification of himself and his family members in the context of the Communication Services. EMSO ERIC is not obliged to check or approve the content, messages or information available in the Communication Services and consequently assumes no responsibility for their use and for any actions resulting from the user's participation in said services. Communication Services.

The materials obtained from a Communication Service may be subject to limitations as to their use, their reproducibility and/or their disclosure: by downloading such materials, the user assumes the responsibility of complying with such limitations.

## **8. COPYRIGHTS**

The contents of the Portal, such as but not limited to texts, articles, data, documents, images, sounds, graphics, trademarks and any other information or material available in any form (collectively the "Contents") are protected by copyright and may be used only in accordance with such legislation and with the additional proprietary notices provided with the Contents themselves.

The contents of the Portal are the exclusive property of EMSO ERIC and/or of the other rights holders and can be viewed, downloaded and printed exclusively for personal use. Users cannot reproduce, retransmit, distribute, sell, divulge or disseminate the contents of the Portal, without the written consent of EMSO ERIC, except in the cases expressly provided for by current legislation. The copyright notices, the authors where indicated or the source itself must in all cases be cited in the publications in any form created and disseminated.

The industrial and intellectual property rights on the contents of this Portal will in any case remain the property of the owners of the same.

Any use of the trademark and/or logo and/or name "EMSO ERIC" or of the text or graphic material contained in this Portal to express in any way or represent membership, sponsorship, affiliation is strictly prohibited. or the user's association with EMSO ERIC.

The pages of the Portal may contain other notices on ownership and information on copyright, the conditions of which must be observed and followed.

Any reports of violations of copyright must be sent to EMSO ERIC at the address indicated in the previous point A of these legal notes.

## **9. AVAILABLE SOFTWARE**

The software (if available) that can be viewed and/or downloaded from this Portal ("Software") is the property of EMSO ERIC and/or its suppliers and is protected by copyright laws and international treaties.

Use of the Software is governed by any terms and conditions of the user license agreement accompanying the Software ("License Agreement"). The user is not authorized to install or use the licensed Software if he does not consent in advance to the terms and conditions indicated in the same License Agreements.

## **10. ABSENCE OF WARRANTIES**

The non-paid services of the Portal provide information, advice, notices or general news and are not intended to fulfill particular requests from users. In particular, they do not give rise to any form of advice or recommendation and have no intention of inducing users to make or abstain from making decisions of any nature (including decisions of a financial or legal nature). EMSO ERIC is diligent in trying to provide correct information, advice, warnings or news on this Portal in relation to the date of their publication but does not guarantee their accuracy. EMSO ERIC cannot in any way be held responsible, either directly or indirectly, for any act undertaken on the basis of such information, advice, notices or news,

## **11. INTERRUPTION OF ACCESS**

EMSO ERIC reserves the right, in its exclusive and unquestionable discretion, at any time and without notice, to interrupt the user's or third party's access to the Portal and related services.

## **12.NO. DISCLAIMER**

1. Use of this Portal is at your own risk. The user accepts that the Portal and all its contents, including, without limitation, services, products, texts, articles are provided "as is". EMSO ERIC, therefore, does not issue any type of guarantee, explicit or implicit, regarding the Portal and its Contents, including, without any limitation, the merchantability, lawfulness, right of ownership, convenience or suitability to particular purposes or uses. EMSO ERIC does not guarantee that the Portal is compatible with the user's equipment or that it is free from errors or viruses, bugs or "Trojan horses". EMSO ERIC is not responsible for damages suffered by the user due to such elements of a destructive nature.

2. The user acknowledges that EMSO ERIC and/or its collaborators and/or its suppliers cannot be held responsible: i) for any damage caused by EMSO ERIC, its collaborators, subcontractors, agents or suppliers for any damage deriving from this Portal, except in the case of willful misconduct or gross negligence. They are also not responsible for lost earnings, for losses suffered, for incidental or consequential damages or for any other partial or total, direct or indirect damage; ii) for malfunctions in the use of the materials or services of this Portal caused by the user's computer or equipment.

EMSO ERIC is in no way responsible for the contents and services placed on websites that the user may access through this Portal.

When the user accesses another web portal, he must remember that it is independent of EMSO ERIC portal and that the latter has no control over the content of the other portal accessed by the user.

Furthermore, the existence of a hypertext link (link) to another Portal does not imply approval or acceptance of responsibility by EMSO ERIC regarding the content or use of the Portal, as better specified in the previous letter E " Links to Third Party Websites".

Furthermore, EMSO ERIC is not responsible for the reliability or continuous availability of the telephone lines and equipment that the user uses to access this Portal.

3. EMSO ERIC and/or any service providers, in accordance with the methods and conditions of service provision, may decide at any time and without notice to inhibit or prohibit access to them and their contents.

### **13. LIMITATION OF LIABILITY**

Under no circumstances may EMSO ERIC and its suppliers be held liable for any direct, indirect, incidental, consequential damage deriving from the use or in relation to the use of this web portal or other websites connected to it by a link. hypertext, including without limitation, damages such as loss of profits or turnover, interruption of business or professional activity, loss of programs or other types of data located on the user's computer system or other system, and this also if the firm had been expressly advised of the possibility of such damages occurring.

This disclaimer clause does not have the purpose of circumventing compliance with the requirements prescribed by the applicable legislation, nor of excluding liability for cases in which it cannot be excluded pursuant to said legislation.

### **14. INDEMNIFICATION**

The user agrees to indemnify and hold EMSO ERIC harmless, as well as its employees, collaborators, agents, representatives and subcontractors from any compensation obligation towards third parties

deriving from or in any way connected to the use of the Portal and related services by part of the user, including any liability or legal costs arising from any claim, loss, damage, suit, judgment, court costs of any kind and nature.

## **15. PROTECTION OF PERSONAL DATA**

As regards the provisions on the protection of personal data, please refer to the contents of the "Privacy" section on the Portal.

## **16. APPLICABLE GENERAL PRINCIPLES**

The terms and conditions of use of the service are governed by Italian law. The Court of Rome is competent for any controversy that may arise following the use of this Portal and/or the relative services.

The user acknowledges that there is no joint venture, association, employment relationship, agency relationship between the user and EMSO ERIC deriving from these terms and conditions or from the use of this Portal or the related services, unless expressly provided otherwise .

In the event that any term and/or condition of use contained in these general conditions or any term and/or condition contained in other parts of the Portal should be, pursuant to current legislation, invalid or unenforceable, even partially, the undefective part of the term or condition, as well as the remaining terms and conditions will continue in full force and effect.