

Terms and Conditions

Portal User Content, Contribution & Private Policy

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Portal, and any linked or associated websites, under the domain name portal.discoverthecosmos.eu ('the Portal') and to any correspondence by e-mail between the Discover the COSMOS Partnership ('the Consortium') and you. Please read these terms carefully before using the Portal. Using the Portal indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, you must not use the Portal.

1. INTRODUCTION

1.1 You may access most areas of the Portal without registering your details. Certain areas of the Portal are only open to you if you register.

1.2 By accessing any part of the Portal, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Portal immediately.

1.3 The Consortium may revise this legal notice from time to time. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of the Portal.

2. LICENCE

2.1 No part of the Portal may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Consortium's prior written permission.

2.2 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Portal endeavors to ensure that the Portal is normally available 24 hours a day, the Consortium shall not be liable if for any reason the Portal is unavailable at any time or for any period.

3.2 Access to the Portal may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Consortium's control.

4. USE OF THE SERVICE

4.1 By accessing and using the Portal, you agree that you will not:

- do anything that could disable, overburden or impair the proper working of the Service;
- use any robot, spider, scraper or other automated means to access the Site;

- do anything that is illegal, infringing, fraudulent, or malicious, or could expose the Consortium or users of the Service to harm or liability; or
- attempt, encourage or facilitate any of the above.

4.2 You further agree not to upload, post or otherwise transmit through the Portal any Content (defined below as Contribution) that is or could appear to:

- be defamatory, obscene, invasive to another person's privacy or protected data, or tortious;
- be infringing upon anyone's intellectual property rights, including any patent, trademark, trade secret, copyright, or right of publicity;
- contain any software viruses or any other harmful computer code, files, or programs, including any designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and
- be in violation of any applicable license, law or contractual or fiduciary duty or provision.

5. LINKS

5.1 The Portal may contain links to Web sites of third parties. We provide these links as a convenience, but do not endorse the linked site or anything on it. The Consortium is not responsible for the content or accuracy of any off-Site pages or any other websites linked to the Portal, nor does the Consortium endorse any specific tests, products, services or procedures that may be mentioned on or represented on the links. You agree that any visits to linked sites are at your own risk and governed by their data collection practices, terms of use and privacy policies (if any).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Portal shall be considered non-confidential and non-proprietary. The Consortium shall have no obligations with respect to such material.

6.2 By transmitting and or uploading any material to the Portal you warrant that you own the copyright in the material or have the necessary licences or assignments to do so and that by transmitting or uploading the material you are not infringing any third parties' intellectual property rights whatsoever.

6.3 By transmitting and or uploading any material to the Portal you are consenting to being bound by the Portal's Terms and Conditions, Privacy Policy and this Portal User Content and Contribution Policy.

6.4 By transmitting and or uploading any material to the Portal you are granting the Consortium a perpetual royalty free licence to exploit the content of any material you upload to the Portal and all additional rights necessary to allow the Consortium and its designees to copy, disclose, distribute, incorporate, display and otherwise use the material for any and all commercial or non-commercial purposes.

6.5 The Consortium does not sanction, approve or countenance any copies or use of any intellectual property rights without the express written permission of the author and or owner of the intellectual property rights in that work.

6.6 You may not misuse the Portal (including, without limitation, by hacking).

6.7 The Consortium shall fully co-operate with any law enforcement authorities or court order requesting or directing the Consortium to disclose the identity or locate anyone posting any material in breach of any of the clauses in this policy.

7. CONTRIBUTION POLICY: USER CONTRIBUTIONS

7.1 If you wish to contribute content to the Portal you must comply with the following Rules, in addition to the above Portal User Content Policy, which you must also read.

In these Rules, 'Contributions' refer to any content posted or submitted by users of the Portal and social media pages including, amongst other things messages, stories, comments, suggestions, emails, photos, images or videos.

We are not responsible for Contributions posted to or sent from the Portal. Please remember that these Contributions express the views of the author of the Contribution, not the views of the Consortium.

7.2 Any user who feels that a Contribution is objectionable is encouraged to contact us immediately as we are reliant upon users to point out any Contributions which infringe these Rules. In this case you need to provide:-

- Your name, company or organisation name if relevant, contact details (both a land address, telephone number and email)
- Details of the exact content complained of and details of why you are complaining about that content
- Confirmation from you that the information you have provided is accurate, complete and not misleading

Once an infringing Contribution has been brought to our attention to the extent that we have the ability to remove that Contribution and we will make every effort to do so, within a reasonable time frame, if we determine that removal is necessary

8. REGISTRATION

8.1 Each registration is for a single user only. The Consortium does not permit you to share your user name and password with any other person nor with multiple users on a network.

8.2 Responsibility for the security of any passwords issued rests with you.

9. PRIVACY POLICY

9.1 The privacy of the Portal's users is taken by the Consortium seriously. When you visit the Portal, our servers collect some technical information about you (web browser type, IP address) and also track which pages you visit on our site, for a period of up to 24 months. As long as you

are not logged in, this information is fairly anonymous and we will use it only in order to create anonymous statistics (which we will not sell to third parties). We may provide the information collected about you if, in cases of fraud or other criminal activities, we are subpoenaed to do so by competent legal authorities.

If you post to our blogs, you need to become a registered user and you will, of course, leave some additional traces of your identity: contact details, log in, etc. However, unless we are legally forced to do so, we will not combine our server logs to create detailed tracking of your behavior or sessions on our website.

9.2 This Portal also uses Google Analytics to collect non-identifying and aggregate information to improve our website