

# Terms and Conditions

**FOR USE OF PALSYS.org**



6 Pages

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Please read these Terms and Conditions of Use ("Terms of Use") carefully before using the website and online application [www.PALSYS.org](http://www.PALSYS.org) ("PALSYS", "the Service") operated by Utrecht University, Faculty of Geosciences, department of Earth Sciences ("UU", "we", "us", "our").

## **Conditions of use**

By using PALSYS, you certify that you have read and reviewed these Terms of Use and that you agree to comply with its terms. If you do not want to be bound by these Terms of Use, you are advised to leave PALSYS accordingly. UU only grants use and access of PALSYS to those who have accepted its terms.

## **Use of PALSYS**

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You may not use the Service to disseminate any unlawful or other objectionable material, or to harm others or the Service itself such as, but not limited to:

- (i) use the Service to harm, threaten, or harass another person, organization, or UU;
- (ii) damage, disable, overburden, or impair the Service;
- (iii) resell or redistribute any part of the Service or access to the Service, including the sale or purchase of an Account;
- (iv) obtain (or try to obtain) any data from the Service, except the data that we intend to make available to you.

## **Upload updates**

By suggesting updates and/or report bugs to the Service via the "FEEDBACK/REPORT BUGS" functionality, you grant UU a worldwide, irrevocable, non-exclusive, royalty free license to use all material (including without limitation text, images and other visual material, hereafter referred to as the "updates") you upload or post to the Service. The updates as given are subject to screening and adaptation prior to inclusion to PALSYS. You hereby acknowledge that all updates as posted to the Service may be made publicly available to all users of the Service.

Updates which includes any text, images or other material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right cannot be incorporated into PALSYS. UU reserves the right to deny any updates suggested to the Service. UU may need, and you hereby grant to UU the right to use, modify, adapt, reproduce, distribute, publish and display any updates posted on the Service.

## **Registration**

UU grants you the option to open an Account on PALSYS. UU will log and store the name, institute/organisation, email and the password you insert, and receive your consent to use this information. We outline below how we treat this personal information.

After registration, you have opened up the option to add and store additional personal text under the tab "Notes". You hereby acknowledge that notes can be seen by all users that use your Account. As such, UU made sure the content under "Notes" is not visible by any other users of the Service unless they use your account. You hereby acknowledge that UU has the possibility and right, if necessary, to access the confidential content under "Notes", in the server data. UU will treat such information as strictly confidential, and will not share, distribute, or in any way use the "Notes" unless there is specific consent from the User. UU will never claim ownership of the content under "Notes", and can by no means be held responsible for any unlawful content of the "Notes".

You are responsible for backing up the "Notes" that you store on the Service. You acknowledge that your "Notes" may be deleted from the Service if your access to the Service is suspended or canceled. We do not have any obligation to return "Notes" to you after your access to the Service has been suspended or canceled. Notes that are deleted may be irretrievable.

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All information, data, text, documents, graphics, images, interactive features, Services or materials (or any part of them) accessible on the Service (hereafter referred to as the "Materials") are available under CC-BY-4.0 license.

UU owns and retains all intellectual proprietary rights to the Service.

All of the trademarks, Service marks, brand and trade names and logos appearing on the Service are the proprietary intellectual property of the owners of such marks or names and you may not use, modify, remove or otherwise infringe any of such proprietary intellectual property.

By generating an Account you agree to receive sporadic newsletters, alerts, promotional and other emails from UU related to the Service. You may unsubscribe from these mailing lists as required by law, in reply to these emails.

UU tried to acknowledge all proprietary owners of the content presented on PALSYS to the best of their knowledge. You are requested to contact UU in case you feel any content shown on PALSYS is in conflict with copyright regulations.

## **Privacy, Confidentiality and Security**

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in confidence, according to EU legislation.

Any data or information provided to UU for use on PALSYS by you, will be treated as exclusive confidential, and will never be disclosed to third parties, unless specifically agreed upon by you.

## **Disclaimers of warranty**

UU does not warrant that the functional aspects of the Service will be error free, or that the Service will be constantly available, or available at all, or that transmission of data to/from the Service will occur at any minimum speed or that the Service or the servers that make it available are free of viruses or other harmful components. UU does not warrant or represent that any content associated with or used in connection with the Service is factual or error-free or that the use of such material will not infringe rights of third parties. UU reserves the right to correct any errors in the Service. Without limiting the foregoing, You acknowledge and agree that everything on the Service is provided "as is" and "as available".

## **Limitation of Liability**

You expressly understand and agree that UU and its affiliates shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from (A) the use or the inability to use the Service (B) The use of any materials, user content or other material on the Service (C) Unauthorized access to or alteration of your transmission or data or (D) any other matter relating to the Service. If you are dissatisfied with any portion of the Service, or with any of the terms of use, your sole and exclusive remedy is the discontinuation of your use of the Service. If any portion of this limitation of liability is found to be invalid, liability is limited to the fullest extent permitted by law.

## **Indemnification**

You hereby indemnify UU and undertake to keep UU indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by UU to a third party in settlement of a claim or dispute on the advice of UU legal advisors) incurred or suffered by UU arising out of any breach by you of any provision of these Terms of Use, or arising out of any claim that you have breached any provision of these Terms of Use.

## **Termination**

UU may at any time and without notice terminate your Account in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under these Terms of Use.

You may terminate your access to the Service at any time, with or without cause. Information and direction on how to terminate your access to the Service will be provided on request by UU. Upon any termination of your access to the Service: (i) your Account may be canceled and closed or suspended and your user identification code and password shall be deactivated; (ii) all User Content uploaded by you shall be removed from the Service;

## **Miscellaneous**

Your use of the Service does not give you any authority to act as an agent, legal representative or employee of UU or of any third party with whom UU has a relationship, and you agree not to represent that you are otherwise.

UU may transfer, sub-contract or otherwise deal with UU's rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

Should any of the provisions of these Terms of Use be determined to be null and void, invalid and/or otherwise unenforceable, this shall in no way affect the legality, validity and/or enforceability of the other provisions of these Terms of Use. Moreover, upon such determination of one or more provisions of these Terms of Use being, in whole or in part, void, invalid or unenforceable, the Parties shall negotiate in good faith in order to replace the provision in question with a valid and enforceable provision which in its economic effect complies most with the void, invalid or unenforceable provision.

These Terms of Use and any renewal and/or modification thereof shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute or difference arising out of or in connection with these Terms of Use shall be the exclusive jurisdiction of the Dutch courts.