

# Terms of Use

## Terms of Use

Thank you for visiting the Advanced Computing services provided by the [Advanced Computing and e-Science Group](#) research group from the [Institute of Physics of Cantabria](#) a joint center of the [Spanish National Research Council](#) (CSIC) and the [University of Cantabria](#) (UC), located at Avda. los Castros s/n, Santander, Spain (the "Provider"). These Terms of Use ("TOU") represent a binding legal contract between you and the Provider. The TOU mandate your access to and the use of Provider's website, together with all content, services available at or through any service linking to this TOU (the "Services").

**IMPORTANT:** Please read the TOU carefully before using any of the Services. Using any of the Services states that you accept and agree to be bound by the TOU. Services must not be used unless you accept the TOU. The Provider may change or modify the Services or the TOU at any time. Such changes, revisions, or modifications shall be effective immediately upon being posted in relation to the Services. Any use of the Services by you after we post changes to the TOU constitutes your acceptance of those changes.

THESE TOU CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 4), DISCLAIMERS OF LIABILITY AND AN EXCLUSIVE REMEDY (SECTION 5), AS WELL AS INFORMATION ABOUT CERTAIN LIMITATIONS ON YOUR ABILITY TO BRING A CLAIM AGAINST US (SECTION 10).

The minimum age to use the Services is 16 years. Services are only offered to users that are at least 16 years old. Any person who registers as a user or provides his/her personal information on the Services represents that he/she is 16 years of age or older.

## 1. Your Content

You guarantee that you own any copyrights, trademarks or other intellectual property rights in any content you upload to the Services ("Content"). You are entirely responsible for the content of, and for any harm resulting from, the content made available by means of the Services. That is the case regardless of what form the content and materials take, which includes, but is not limited to video, text, photo, or other material. By making content available, you represent and warrant that your content does not violate these TOU.

When you upload or submit content to our Services, you grant the [Advanced Computing and e-Science Group](#) (and the Provider) a worldwide and royalty-free license to use, host, store, reproduce, modify, communicate, adapt and publish the content solely for the purpose of, providing and improving our Services as well as developing new ones.

For more information on how we use information that falls under the definition of "personal data", please read our [Privacy Policy](#).

We are not liable for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other content that is accessible on the Provider's server and in your account. Without limiting any of those representations or warranties, the Provider has the right (though not the obligation) to, in its sole discretion (i) refuse or remove any content that, in the Provider's reasonable opinion, violates our policy or TOU or Privacy Policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services.

## 2. Access and Use of the Services

You must not access or use the Services for any unlawful or unauthorized purpose. International users agree to comply with all local laws regarding privacy and the protection of personal data, online conduct and the legality of content.

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any person or entity (a "person"), interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Services;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Services. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to the computers, devices or systems of the Provider or its users; or
- Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our affiliates, users or any other third party to any liability, damages, or detriment of any type.

You agree that we reserve the right to monitor the use of the Services. Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the TOU. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

## 3. Violation And Abuse

We want to maintain a safe environment for all users and visitors. Please notify the Provider's staff immediately of any spam, abuse, misuse, violation of use, nudity, illegal activity or compromising behaviour you may encounter. Please send an email promptly expressing your concern to [grid.support@ifca.unican.es](mailto:grid.support@ifca.unican.es).

You agree not to provide Content that:

- Infringes on, misappropriates or otherwise violates the copyright, trademark, patent or other intellectual property right of any person, or reveals trade secrets or other proprietary information you do not have the right to disclose;
- Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, or sexually explicit;
- Violates a person's right to privacy or publicity;
- Contains advertising, commercial activity or a solicitation of any kind;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- Contains epithets or other language or material intended to intimidate or to incite violence; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

## 4. Registration

In order to use some of our Services, you must register and provide certain information (such as name, email and postal addresses and institution you are part of) to the Provider. For information on how we use personal data, please read our Privacy Policy available at [Privacy Policy](#).

You agree to provide current, complete and accurate data and you agree to update your information as needed to keep your account current when using the Services. It is your responsibility to keep your registration information up to date, accurate and complete and you are responsible for any damage caused by non-compliance with these obligations.

You acknowledge and agree that you are responsible for maintaining the confidentiality of your registration information and password, and for all uses of your password. You should not allow others to use your account or share the details contained therein. The Provider and its partners, subsidiaries, agents, affiliates and/or licensees are not liable for any improper, unauthorized or illegal use of your account or any data stored in our servers or Services. The Provider is not responsible for any damage that you may incur as a result of the use of your password or account by third parties, whether or not you are aware of such use. You may delete your account at any time. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your account, regardless if authorized by you or not, including all data you store and share with the Provider. You agree to immediately notify the Provider of any unauthorized use of your account or any other breach of security, and ensure that you successfully log out from your account at the end of each session. The Provider is not liable for any loss or damage arising from your failure to comply with these TOU pertaining to your own personal account.

In case of violation of these TOU, the Provider may, at its sole discretion, delete your account, remove or edit any content, or access connected to your account or perform any other action we deem to be appropriate.

## 5. Account/Service Termination

You agree and understand that the Provider may terminate your access to the Services without any previous notice and may destroy any data stored with the Provider. If the Provider receives notice alleging that you have engaged in infringing behaviour the Provider or others or applicable laws, The Provider may, at their discretion, suspend Services without notice. The Provider is not liable to you or to any third party for the termination of your account and for the interruption of the Services.

## 6. User Responsibilities

You are fully responsible and liable for what you copy, share, upload, download and all other activities performed within your account and with the Services. You must not upload spyware or any other malicious software to the Services. The Provider is not liable for any loss or corruption of your data or for any costs or expenses associated with backing up or restoring any of your data entrusted to the Provider.

## 7. Disclaimer of Warranties

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, INCLUDING WITHOUT LIMITATION THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, OR SERVICES APPEARING OR OFFERED ON THE SERVICES OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY THE PROVIDER. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, THAT THE SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN, WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. THE PROVIDER DO NOT NECESSARILY ENDORSE, SUPPORT, SANCTION, ENCOURAGE OR AGREE WITH ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES IN CONNECTION WITH ANY CONTENT. THE PROVIDER MAKE NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE EUROPEAN UNION. NO ORAL OR WRITTEN INFORMATION MADE AVAILABLE BY OR ON BEHALF OF THE PROVIDER SHALL CREATE ANY WARRANTY.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 8. Exclusive Remedy and Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL THE PROVIDER, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING , OR DELIVERING THE SERVICES BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY PROVIDER'S CONTENT OR USER CONTENT, OR ANY SITES LINKED FROM THE SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the Provider's liability in such jurisdictions shall be limited to the extent permitted by law. Any claim against us shall be limited to the amount you paid, if any, for use of the Services.

## **9. Indemnification**

You agree to indemnify, hold harmless, and defend the Provider and its affiliates, officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Services (including, without limitation, your Content and or by the Provider, and your use of any other user's Content), (ii) your online conduct, (iii) your violation or breach of this TOU, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, wilful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of the Provider. These obligations will survive any termination of these TOU.

## **10. Integration and Severability**

These TOU constitute the entire agreement between the Provider and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of this TOU is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

## **11. No Waiver**

Our failure to enforce any provisions of this TOU or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the TOU or to act with respect to similar breaches.

## **12. Location and Governing Law**

These TOU are governed by, and must be construed in accordance with the laws of Spain and interpreted according to applicable EU law principles, without giving effect to their principles of conflicts of law. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

## **13. Miscellaneous and Contact Information**

No joint venture, partnership, employment, or agency relationship exists between the Provider and the user or as a result of this agreement or the use of our services.

Please direct any questions, complaints or claims related to the Services or your use of the Services by email to [grid.support@ifca.unican.es](mailto:grid.support@ifca.unican.es).