

AstraDataNavigator

Terms and Conditions

Last revised on 24 May, 2021

Disclaimer

Welcome to “AstraDataNavigator”. AstraDataNavigator (hereinafter referred to as “Service”) is provided as a service to its users according to these Terms and Conditions (the “Terms and Conditions”). Please carefully read and understand these Terms and Conditions before using this Service. By using this Service, you accept and agree to be bound and abide by the following Terms and Conditions. If you do not agree with these Terms and Conditions, you shall not access or use this Service.

This Service is operated by ALTEC S.p.a. (“Provider”) on resources provided by ALTEC S.p.a., other Providers and cloud platforms. Elements of the Service (“Service Elements”), be it technology, algorithms, documents, data, other services, processes and other resources, may have been or may be currently provided the Provider or by third parties (“Other Providers”). The Provider and Other Providers shall be collectively called “Providers”.

Specific Service Elements have been produced and maintained with the co-funding of the European Commission. Service Elements are the sole responsibility of the respective Providers. Nothing in the Service shall be considered as reflecting the views of the European Commission.

The Service itself, as well as any data or information or other element that may become accessible through the Service, is provided on an "as is" and "as available" basis. Users of the Service assume their own responsibility for assessing the relevance, accuracy and suitability of the Service and any Service Element they may use. The Provider makes effort to ensure, but does not guarantee, the accuracy, completeness or authenticity of the processes, data and information managed and provided by the Service.

The Provider reserves the right to change, edit, or delete any documents, information, or other content related to the Service or these Terms and Conditions from time to time without notice and at its sole discretion. All changes are effective immediately when posted and apply to all access to, and use of, this Service thereafter. Every time you wish to use the Service, please review these Terms and Conditions to ensure that you understand the terms that may apply to you at that time.

The Provider reserves the right to alter, limit or discontinue any part of this Service at its discretion. The same applies for Other Providers, unless otherwise explicitly declared. Under no circumstances shall any of the Providers be held responsible for any loss, damage, liability, or expense suffered that is claimed to result from the use, data or information managed by the Service and Service Elements, including without limitation, any fault, error, omission, interruption, or delay.

Hyperlinks to external to the Service resources do not imply any official endorsement of, or responsibility on the side of Providers for the opinions, ideas, content, or products presented at these locations. Neither do Providers guarantee the validity of the information provided.

The sole purpose of links to external resources is to indicate further information available on related topics. The information is provided on the basis that Users of the Service assume their own responsibility for assessing its relevance, accuracy, and suitability for application.

The Provider does not claim any ownership and does not undertake any responsibility on data, information, content, comments, code, processes, or other elements uploaded or embedded into the Service by other Users, if such facilities are offered by the Service. The User is responsible for protecting his/her assets and personal data from any such Element present in the Service.

To the best of Provider's intention reasonable security measures consistent with practice applicable to the domain of Service operation are applied to protect sensitive information under its control against loss, misuse, and alteration. However, the Provider cannot guarantee the security of physical locations, the hardware, software and networks, the means by which sensitive information is handled and transmitted between computers and applications, or any sensitive information that may be received through or in connection with the Service. The Provider excludes, in so far as allowed, any warranties implied by law.

Copyright

The Provider and Other Providers reserve all rights of the elements they provide.

The functionalities, data and information made available through this Service are available under terms described in the metadata or other information describing or accompanying the Service.

License

Users granted access via the process established by the Provider, are licensed to use of the Service under the terms of the license.

The Provider grants license to use this Service freely to its Users, under the terms of this document. Access to the Service though may be limited due to availability of underlying resources. The Provider may revoke this License or change its terms at its own discretion without prior notice to Service Users. It is to the best of Provider's intentions to try to timely inform Users accessing the Service before such an action, however this may not be guaranteed.

Service Users are required to make a clear reference to the Service use for any products or services that may be created on top of results or use of this Service.

Products or derivatives produced and made available through this Service are licensed under the license declared by their respective owners and not the Provider or Other Providers, except where otherwise explicitly noted. The Providers are not held responsible for the license terms of those elements. See section "Acknowledge of Service".

At any time and without prior notice, the Provider may limit access to the Service to any person, geographic area, or jurisdiction that the Provider chooses, at Provider's sole discretion.

Use of Service

The Provider does not represent or warrant that the Service is appropriate or available for use in any particular jurisdiction. Users of the Service do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations that apply to them.

By using the Service, the User agrees to all terms of the “Terms and Conditions” document as this may be formed and applies at any point in time.

By using the Service, the User agrees that he/she is entitled to use the Service under the conditions presented to the Provider upon request for access to the Service or as those may be presented explicitly in the section “License” of the document.

Under no circumstances shall a User use the Service for conducting any malicious activity, which may indicatively and not exclusively refer to: access to or exposure of personal or confidential data of other parties or Users, delivery of malicious code to other Service Users or systems, intentional overloading of Service or Providers’ resources, any action causing denial-of-service for the Service or any third party service or resource, impersonation of Provider, its personnel or any Service Users, inflict impact on financial or social status of Provider, its personnel or Service Users etc.

The User commits to use resources provided by the Service, and the Service itself, as intended by the Service, for no other reason and by no other means than the ones intended by the Service. In case of uncertainty of the validity of a use, the User commits to request further information from the Provider before performing such a use.

If the Service offers such facilities, the User under no circumstances shall upload to the Service any data, information, comments, code, processes, or other Elements that he/she does not have the license to use under the Service, or that may be inappropriate in any way or may harm other Users or the Service.

The User commits to promptly inform the Provider about any vulnerabilities or issues he/she has identified or has been informed about, during the use of the Service.

The User commits to promptly inform the Provider of any malicious, or otherwise inappropriate data, information, comments, code, processes, or other element made available on the Service that he/she becomes aware of.

The User is responsible for managing his/her own credentials and the security of his/her account. The User shall notify the Provider as soon as he/she becomes aware of unauthorized use of his/her account.

The Provider reserves the right to take any legal action upon Service misuse to protect the interests of itself as well as of its Users and Other Providers. The Provider may proactively terminate a User account and associated access to the Service without any warning, to prevent the Service, its resources or other Users from suspected erroneous or malicious actions from the User or anyone impersonating the User.

The Provider may alter the “Terms and Conditions” of the Service, without prior notice. It is to the best of Provider’s intentions to notify the User for essential changes in this document or documents that may be addressed by it, however this may not be guaranteed.

The User will be held liable for compensating the Provider if any claims to the Provider rise from breaching any term of this “Terms and Conditions” document by the User. Such compensation may include and is not limited to penalties that may apply, third party damage claims, Provider ethical and financial damage, Provider effort and Legal expenses and any other related costs.

Acknowledge of Service

Any work produced by making use of assets made available by the Service should acknowledge the support received and give credit to it. Please include the following reference:

“This work has been produced with the support of ‘AstraDataNavigator’ provided by ALTEC S.p.a. (www.altecspace.it) with the co-funding of the European Commission, under NEANIAS project [GA 863448]”

For citing other elements that access to is granted via the Service, please refer to their respective owners for citation information.

Effectiveness

If any part of this “Terms and Conditions” document is ineffective for any reason (e.g. unlawful or overridden by other document), the rest of the agreement remains valid excluding the ineffective part.

This “Terms and Conditions” document is between the Provider and the User and under no circumstances may it be transferred to any third party by the User.

Neither the User nor the Provider may be held liable for any breach of the terms of this License occurring due to conditions outside their respective reasonable control (“Force Majeure”).

The Provider may refrain from exercising rights of this “Terms and Conditions” document for any reason the Provider may choose, at any situation and point in time. This shall not be assumed as a withdrawal from the right to exercise its respective rights in the future for the same, similar or different cases.

Your Agreement to the Terms

Your access or use of the Service or/and any resource provided by or accessed through it, in any way signifies that you have read, understand and agree to be bound by the terms of this document.