Terms of Use

Repository Description

NI4OS Repository Service [https://repo.ni4os.eu/](https://repo.ni4os.eu/) (henceforth NRS) is the main repository service of a community that holds “Regional Community Datasets”. The NRS is also the platform to host all kinds of additional data such as publications (and their associated data), software (or references to software), workflow descriptions (e.g. how to generate research data) or even materials targeting the general public. (e.g. images, videos etc.) NRS is integrated with a persistent identifier service as an assigned PID is required for each digital object (item, collection, community).

Definitions

**Content:** Repository's Content includes documents, databases, software as well as any other original intellectual creation, which, as applicable, is subject to intellectual/industrial property rights. It also includes announcements, technical, legal, managerial or administrative documents that its administrators post as well as the services generally provided by it.

**Open Access Repository:** Open Access Repository is the electronic database/repository in which original intellectual works in digital form are collected, stored, maintained and distributed. These works are available to the public through Open Content Licenses.

**User:** Repository's User is every person that has access to the content of the Repository, without having the obligation of registering (by giving his/her personal data in order to obtain his/her own passwords) in advance.

**Digital Item:** A digital item is the digital depiction of the intellectual work of an author (e.g. text, images, graphics, visual or audio or audio-visual material) that belongs to the Repository and is deposited by the depositor for reproduction. The documents of this particular Repository are divided into: a) primary writing material (e.g., electronic books and electronic notes), b) learning objects, namely educational material that either accompanies the first file either derives from it or it is autonomous and independent (for example, chapter, images, videos, tables, maps, interactive objects, etc.) and c) descriptive metadata that are necessary in order to identify, find and possibly recover the item (e.g. author’s name/surname, title, summary, etc.).

**Metadata:** Metadata are the data that describe the digital items which are firstly deposited by their depositors and secondly are corrected or supplemented by the administrators of the Repository, in order to be identified, classified into thematic categories and furthermore, be searched and identified by their users.
Access: Anyone who has access to the Repository can not only read Repository’s items but simultaneously to export (downloading) and / or reuse files (availability of Repository’s content e.g. through digital copies), according to the restrictions of the license under which the creator/copyright holder disposes his/her work.

Depositor: Depositor is any User to whom is given the right to deposit items in the electronic Repository. Specifically, in this Repository the depositor is usually the same person as the Lead Author (e.g. author, one of the authors in collaborative project or the coordinator of a collective work) of each item that is deposited and, by extension, to the creator. However, even if the depositor is not the creator of the item, he must have permission to use copyrighted works.

Terms and Conditions

1. NRS Repository Users must read carefully the present Terms of Use, before entering and/or using the Repository’s website https://repo.ni4os.eu/, and in case of disagreement should abstain. User’s access to Repository’s website implies unreserved acceptance of the Terms of Use.

2. GRNET S.A, on behalf of the NI4OS project has the right to amend the Terms of Use, without any prior notification to the Users, by posting such information on the website. Therefore, all Users each time they use the NRS Repository, are required to be informed about the updated version of the terms and if they continue to use it, it is presumed that they accept the modified terms.

Code of Conduct

User agrees that, when using the NRS:

- will not do anything illegal;
- will not use the NRS in order to send any type of spam communication;
- will not use the NRS to share and/or communicate any inappropriate or illegal content or material;
- will not engage in activity that is fraudulent, false or misleading or libelous or defamatory;
- will not introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the NRS;
- will not circumvent any restrictions on access to or availability of the NRS;
- will not infringe upon the rights of others (e.g. unauthorised use IP protected content);
- will not engage in activity that violates the privacy or data protection rights of others;
- will not attempt to gain unauthorized access to the NRS;
- will not use the NRS for any purpose or in any manner that is unlawful or prohibited by these Terms of Use;
- will not help others break the above rules.
To the maximum extent permitted by applicable law, the User assumes full responsibility for any direct and/or indirect damage that results from User's use of the NRS.

In case of violation of the terms of these Terms of Use or applicable law, the GRNET S.A, on behalf of the NI4OS project may suspend or terminate the offender's access and/or withdraw the work from the Repository.

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**Links to Third-Party Web Sites**

The webpage of the NI4OS repository enables Users to be directed through appropriate links to third party web-sites, the content of which is formulated on the exclusive responsibility of such persons. These links are provided solely for the convenience of Users therefore such websites which appear subject to their Terms of Use (and possibly the Policy Data Protection). The placement of links is not an endorsement or approval of the content of the respective websites.
so GRNET S.A, on behalf of the NI4OS project bear no responsibility for the quality or content of the products and services that they provide nor for the security or privacy practices that these websites adopt. Also, GRNET S.A, on behalf of the NI4OS project does not warrant that the functions contained in the materials on the third-party websites will be uninterrupted, error-free, free of viruses or other harmful components nor for any loss sustained by Users from access to these websites or from access and use of the information, services and products available on these websites. If a User decides to use, through its link, any of the third party websites, accepts that he does so on his own responsibility.

Exclusion of Encouragement

No part of the website content cannot be considered, directly or indirectly, as encouragement, recommendation, advice or encouragement for any act or omission. The User bears the sole responsibility for his use, while GRNET S.A, on behalf of the NI4OS project assumes no responsibility.

Governing Law / Jurisdiction

The Terms of Use are governed by and construed in accordance with the laws of Greece. Any disputes arising from the Terms of Use submit to the exclusive jurisdiction of the Courts of Athens, Greece.

Transitory Conditions

In the event any provision of these Terms is contrary to the above legal framework or is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall no longer apply and it is deleted from the Terms of Use, while the remaining provisions shall remain in full force and effect. If GRNET S.A, on behalf of the NI4OS project fails to enforce compliance with these provisions shall not be construed as a waiver of those provisions.

Online Communication

The communication between Repository's administrator and the User must be made electronically through an online form (https://repo.ni4os.eu/feedback) and through announcements that the administrator will post on the website of the Repository. GRNET S.A, on behalf of the NI4OS project, suggests that Users communicate with the administrator of the Repository whenever they find crashes, errors or similar problems in Content Repository, as well, in case that questions arise about the permitted use of the Content Repository or in case they identify infringement of intellectual property rights or violation of hellenic or international law. Finally, through this Agreement the User agrees that all electronic communications between the parties will be deemed to be fully meeting the statutory requirements of written form.