

# CLARIN:EL

## Terms of Service

**Last Modified: 02/05/2019**

### **Version 2.0**

These are the Terms of Use and provision of the CLARIN:EL Services for all Users, registered or unregistered, of the CLARIN:EL Research Infrastructure. By using CLARIN:EL Services, you are agreeing to these Terms. Please read them carefully as you are bound by them.

### **Interpretation**

**1. "User" or "You":** means an individual or entity who is exercising rights or undertaking legal obligations under this Service Agreement and who has not previously violated these Terms of Service or who has received express permission from the Service Provider despite a previous violation. Registered Users' details are OR have been obtained through registration with the CLARIN:EL Services.

**2. "Service Provider":** means the CLARIN:EL Member, which offers the CLARIN:EL Services in accordance to the CLARIN:EL Network Statutes (in Greek).

**3. "CLARIN:EL Services":** These are the services (Core and User Support Services) defined in the CLARIN:EL Network Statutes, which include:

#### **3.1. Core Services**

- User and repository registration, authentication and authorisation
- Search, browsing and viewing of resource metadata
- Uploading and downloading of language resources
- Processing of language resources with web services
- Documentation of language resources
- Assignment of PID to language resources
- Archiving (storage and maintenance for preservation purposes) of language resources
- Metadata and other data harvesting and synchronisation
- (Electronic) licensing
- Reporting on the use of language resources

- Recommendation services

### 3.2. User Support Services

- Legal help-desk, enabling CLARIN:EL Users to ask questions concerning the use of licences, rights of use, IPR issues, etc.: [legal-helpdesk@clarin.gr](mailto:legal-helpdesk@clarin.gr)
- Technical help-desk, enabling CLARIN:EL Users to ask questions concerning the CLARIN:EL software platform installation and use: [technical-helpdesk@clarin.gr](mailto:technical-helpdesk@clarin.gr)
- Metadata help-desk, enabling CLARIN:EL Users to ask questions concerning the CLARIN:EL metadata-based LR documentation: [metadata-helpdesk@clarin.gr](mailto:metadata-helpdesk@clarin.gr)
- Knowledge Base, providing information about the META-SHARE metadata schema, which is used to document the resources according to the CLARIN:EL metadata specifications.

**4. "CLARIN:EL Infrastructure":** means all CLARIN:EL Language Resources, Language processing services and Repositories where Language Resources and Language processing services are stored, and all computational systems and applications that support the creation and operation of the Infrastructure.

**5. "CLARIN:EL Network":** means all CLARIN:EL Members that have explicitly agreed to the terms of the CLARIN:EL Network Statutes.

**6. "CLARIN:EL Member"** means the legal entity that has explicitly agreed to the terms of the CLARIN:EL Network Statutes.

**7. "CLARIN:EL Registration Service":** means the service through which the Service Provider obtains your name and contact details.

**8. "Depositor":** means the individual or entity that has deposited Language resources and/or Language processing services to one of the Repositories of the CLARIN:EL infrastructure.

**9.** Headings contained in this Terms of Service Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

**10.** Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## Offer and acceptance

The CLARIN:EL Network offers You with these Terms of Service the permission to access and use the CLARIN:EL Infrastructure and Services under the conditions set out henceforth.

Acceptance shall be through the use of any of the CLARIN:EL Services. Acceptance shall be acceptance of all terms and no variation or counter offer will be accepted by the Service Provider. In the event that no or partial compliance is made as to the manner or form described for acceptance, this offer is deemed withdrawn.

The use of third-party services offered through the CLARIN:EL Infrastructure requires the agreement and acceptance of their own Terms and Conditions of use.

## Modifications

The CLARIN:EL Network may change these Terms at any time by posting changes online. Please review these Terms regularly to ensure You are aware of any changes made. Your continued use of the CLARIN:EL Services after changes are posted means You agree to be legally bound by these Terms as updated and/ or amended. The CLARIN:EL Network agrees to notify You regarding any such change by email or through the CLARIN:EL Services or any other appropriate means.

If additional services are added to the CLARIN:EL set of Services, then additional terms may apply, which will become part of this agreement.

## Use of CLARIN:EL Services

Access to and use of the CLARIN:EL Services is provided subject to the following terms, which shall take effect upon Your access to and use of the CLARIN:EL Services. You agree to use the CLARIN:EL Services only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of such resources.

**1.** If you are a CLARIN:EL Registered User, then You have unlimited access to all CLARIN:EL Services; more specifically:

- You have access to all language resources in accordance to the relevant licensing terms granted for each resource;
- You have access to all language processing services in accordance with the terms of use that may apply;
- All language resources contributed by You, unless stated otherwise, are licensed under any of the licences offered by CLARIN:EL that may be found [here](#);

- In the event You decide to make adapted material from CLARIN:EL language resources, You are encouraged to make them available through the CLARIN:EL Infrastructure.

2. If You are a CLARIN:EL non-registered User, then You have access to the following CLARIN:EL Services:

- searching, browsing and viewing of the CLARIN:EL inventory and of the language resources metadata
- downloading of language resources in accordance to the relevant licensing terms
- accessing to language resources documentation.

## CLARIN:EL Services misuse and notification regarding IPR infringement

You should not misuse the CLARIN:EL Services, e.g. by interfering with them or by trying to access them using a method different from the one suggested in the CLARIN:EL instructions. You may use the CLARIN:EL Services only as permitted by law, including applicable export and control laws, regulations and licenses. The Service Provider may suspend or stop providing CLARIN:EL Services to You if You do not comply with CLARIN:EL Terms or policies or if the Service Provider is investigating suspected misconduct.

CLARIN:EL maintains usage statistics as a measure of readership and other use of the CLARIN:EL Services by users. It is a violation of CLARIN:EL policy for a party to directly or indirectly use clarin:el with a view to affecting download and other usage statistics, or to encourage others to do so. As part of its general right to refuse or terminate service and remove or edit the content of the CLARIN:EL Services, CLARIN:EL reserves the right in its sole discretion to limit access, remove content, and adjust usage statistics to respond to any activity that appears likely to have such an effect.

In case You identify language resources that violate Your Intellectual Property Rights, You may follow the CLARIN:EL Notice and Take Down procedure found in Appendix A.

## Research ethics

You agree to observe best practices regarding research ethics. This includes indicatively treating colleagues, stakeholders, customers, suppliers and the public respectfully and professionally, taking into account confidentiality when appropriate,

respecting cultural differences and having an open and explicit relationship with government, the public, the private sector and other funders.

## Disclaimers and limitation of liability

CLARIN:EL content and metadata are provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Under no circumstances will CLARIN:EL be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise):

- loss of data;
- loss of opportunity;
- loss of goodwill or injury to reputation;
- losses suffered by third parties; or
- any indirect, consequential, special or exemplary damages arising from the use of the CLARIN:EL Services regardless of the form of action.

CLARIN:EL does not warrant that functions contained in the CLARIN:EL Services will be uninterrupted or error free, that defects will be corrected, or that the CLARIN:EL databases or the delivery mechanism that make it available are free of viruses and bugs.

## Termination

The rights granted hereunder will terminate automatically upon any breach by You of the Terms of Service.

Subject to the above terms and conditions, this agreement will be valid for as long as CLARIN:EL is in existence and will continue in full force and effect unless terminated as stated above.

## Governing law and entire agreement

The agreement is governed by Greek Law and competent courts are the courts of Athens, Greece.

## Appendix A: Notice and take down policy

If a rights holder is concerned that s/he has found Language Resources (LRs) on one of the CLARIN:EL repositories, for which s/he has not given permission, granted a licence or is not covered by a limitation or exception in national law, such rights holder is asked to contact CLARIN:EL through the CLARIN:EL Legal Helpdesk at [legal-helpdesk@clarin.gr](mailto:legal-helpdesk@clarin.gr) in writing, stating the following:

- His/Her contact details;
- The full bibliographic details of the Language Resource (LR).
- The exact and full URL where s/he found the LR.
- Proof that s/he is the rights holder and a statement that, under penalty of perjury, s/he is the rights holder or an authorised representative.

Upon receipt of notification the 'Notice and Take Down' procedure is then invoked as follows:

**1.** CLARIN:EL will acknowledge receipt of the complaint by email or letter and will make an initial assessment of its validity and plausibility.

**2.** Upon receipt of a valid complaint, the LR will be temporarily removed from the CLARIN:EL inventory pending an agreed solution.

**3.** CLARIN:EL will contact the individual or organisation who deposited the material within ten working days from the reception of a valid complaint. The CLARIN:EL depositor will be notified that the material is subject to a complaint, under what allegations, and will be encouraged to assuage the complaints concerned.

**4.** The complainant and the CLARIN:EL depositor will be encouraged to resolve the issue swiftly and amicably and to the satisfaction of both parties, with the following possible outcomes:

- The LR is replaced on the CLARIN:EL inventory unchanged.
- The LR is replaced on the CLARIN:EL inventory with changes.
- The LR is permanently removed from the CLARIN:EL inventory.

**5.** If the CLARIN:EL depositor and the complainant are unable to agree on a solution, the LR will remain unavailable through the CLARIN:EL inventory until a time when a resolution has been reached.