

EULA

version 1.0 - January 2015

eduTEAMs Terms of Service

1. Definitions

Account: the possibility of access to a Service for a User;

Service: The service offered by SURFnet to the User

User: any User of the eduTEAMs service

2. Terms and Conditions of Use

SURFnet ensures that the most recent version of the Terms and Conditions of Use are posted on the site of the Service. SURFnet reserves the right to amend these Terms and Conditions of Use.

These terms and conditions do not preclude that SURFnet may establish other provisions with regard to the use of the Service.

If a provision from these terms and conditions is fully or partly contrary to a statutory provision or is null and void, the rest of the terms and conditions will remain in full force. In that case, such a provision will be replaced by a provision that approximates the intention of the original provision as closely as possible

3. User's obligations and use of the Service

The User will refrain from improper use, which includes:

- Acts contrary to the law, good morals, public order and rules for careful online communication;
- Acts that are unlawful to a third parties or cause damage to third parties;
- Acts that infringe rights of third parties such as intellectual rights and/or obligations to maintain confidentiality.

The user indemnifies SURFnet against any and all damage and costs ensuing from violation of these obligations.

If SURFnet has reason to assume that, due to certain information or communication, the User infringes or is about to infringe rules or obligations as described above, the user is required to end said infringement in consultation with SURFnet as soon as possible and/or avoid such infringement in the future.

SURFnet is entitled to fully or partially terminate or suspend access to the Service or to set further conditions with regard to its continuation, if:

- a. in SURFnet's opinion, the user makes use or is about to make use of the SURFnet network or the Service in a manner contrary or possibly contrary to these terms and conditions, and the user has not taken appropriate measures to cease or avoid said use after having been notified;
- b. this is necessary for SURFnet in order to comply with a statutory obligation or a judicial decision, at SURFnet's discretion;
- c. the availability of the SURFnet network or the Service could be hindered or limited for other users by the way the User uses the SURFnet network or the Service.

SURFnet is not liable for any damage suffered by the User or a third party as a result of the Service being made unavailable for use under this provision.

In addition, SURFnet is authorised to take other measures that are necessary to protect SURFnet, other users and/or third parties from damage, hindrance or infringement of rights.

An Account for a Service is strictly personal. The User is not authorised to transfer its Account and the ensuing rights to a third party or to allow a third party to use these. The User is accountable for all and any use that is made of its Account, either with or without its permission.

4. Availability of the Service

SURFnet is entitled to change the technical set up of the Service. SURFnet reserves, inter alia, the right to make procedural and technical changes and/or improvements to the Service.

SURFnet endeavours to provide the Service as properly as possible in respect to availability, quality and security. However, SURFnet cannot issue any guarantees in this respect. Due to factors including technical disruptions, SURFnet cannot guarantee unhindered access to the Service, nor can it guarantee that the Service can be used at all times.

SURFnet is entitled to (temporarily) deactivate the Service or to limit its use without prior notification, in so far as this is necessary in connection with reasonably required maintenance or in connection with necessary adjustments and/or improvements to the Service to be performed by SURFnet. SURFnet will inform the User in good time in advance. If this is not possible, it will do so as soon as possible afterwards.

5. Liability

SURFnet is not liable for any damage suffered by the User or a third party in connection with the use of the Service, including: loss of or damage to data, damage relating to or resulting from interruptions in or blocked access to the Service, changes in login procedures and/or Account

settings.

6. Indemnification by the User

The User indemnifies SURFnet against third-party claims for damages which these third parties could recover from SURFnet in any way whatsoever (or attempt to do so), in so far as this claim is based on the User's use of the Service, or the User's non-compliance with its obligations as included in these terms and conditions.

7. Privacy

For the purpose of the use of the Service, the User is required to provide SURFnet with correct personal data. Changes must be communicated to SURFnet as soon as possible. The User guarantees that these data are correct.

SURFnet stores and processes these data in accordance with the Dutch Personal Data Protection Act.

SURFnet processes personal data exclusively for the purpose of being able to adequately provide Users access to the Service or to inform them about the Service.

SURFnet does not make the personal data available to third parties, unless the User has given its consent or if SURFnet is required to do so pursuant to the law or a judicial decision, or if the User acts, or is suspected to act, contrary to the provision pertaining to unauthorised use.

SURFnet stores log data with a view to management, internal control of the processes, security and possible settlement of disputes. SURFnet ensures that only those who are in charge of management activities will have access to these data.

The data will be removed no later than 12 months after they have been obtained.

SURFnet ensures that all personal data are adequately secured.

8. Intellectual property documentation

The creative commons licence CC BY 3.0 (<http://creativecommons.org/licenses/by/3.0/>) will be applicable to all user documentation.

9. Termination of account and services

If a User cancels its Account or submits a request to this effect to SURFnet, the Account will be removed including all content exclusively belonging to the Account.

If the User does not use the Service for 12 months, SURFnet reserves the right to cancel the Account (and the corresponding rights and relations) including all content exclusively belonging to the Account.

As soon as a User is no longer a student or an employee at an institution connected to SURFnet, he/she is no longer entitled to use the Service, with the exception of any guest use if the Service so permits. If SURFnet establishes that the User is no longer entitled to use the Service, SURFnet may cancel the Account.

10. Applicable law

These terms and conditions are governed by the laws of the Netherlands.