OpenMinTeD Platform

Terms and Conditions

Version 1.0

Last updated: 16 September 2017

These Terms and Conditions govern the use of the OpenMinTeD (H2020 project n. 654021) platform (https://services.openminted.eu/). Registration to and use of the platform imply acceptance of these Terms and Conditions.

Preamble

- The OpenMinTeD (OMTD) platform [hereafter 'Platform'] is the beta version of the platform developed in the context of the OpenMinTeD project; the Platform with all its components and data is currently at a trial and experimental stage;

- The aim of the Platform is to give users access to the OMTD services online, serving as a gateway to language data, including tagsets, ontologies, publications and corpora;

- The Platform offers services and functionalities for text and data mining, by allowing miners to browse resources, to upload and share their own components and corpora, to share their tools and to build their own workflows;

- Users may run applications on selected content and receive the output in the OMTD format (guidelines) or create workflows with registered components and compatible resources and run this workflow on selected content.

1. Registration

1.1. Registration to use the Platform services is mandatory. Users who wish to upload and share components must be registered. Minimal information needed is: full name, email address, country, affiliation name, affiliation type (academic, commercial, individual). Depending on the User profile (academic/commercial/individual), name, affiliation, organization and occupation may be also required.

1.2. OMTD performs a moderation for the first service. This moderation involves a series of tasks following first time registrations, including User profile confirmation.

2. License to use

2.1 Within the frame of its Services, OMTD grants the User a limited, non-exclusive, non-transferable permission to use the Platform and its services.

2.2 Registered services and components made available on the Platform must carry a clear indication of the license under which they are released, which should also be included in the metadata.

2.3 The User is entitled to use the Platform solely for the purposes indicated under these Terms and Conditions.

2.4 The User's right to use the Platform will automatically cease in the event of a breach of any of its obligations under these Terms and Conditions.

2.5 The User may not assign, sub-license or otherwise transfer any rights or obligations included in these Terms and Conditions to any other person or entity.

Content upload

3.1 The Platform is available primarily for the upload and use of content licensed under open access (OA) conditions, as provided either through repositories (institutional, thematic) or OA publishers (commercial or not). In addition, under specific bilateral agreements, OMTD may also accept the upload on the Platform of closed access content provided by publishers or scholarly societies or other bodies, and make it available to end users for text mining purposes only.

3.2 The User may upload their user generated content or third party content provided that they comply with the necessary legal and technical interoperability requirements set by OMTD. Third party content, however, must not be cached by the system.

3.3 Acceptance of any content retrieved from non-OA-labeled providers depends on such content being accompanied by a license agreement.

4. No warranty

4.1 The information contained in the Platform comes "as is" without warranties of any kind, either expressed or implied. Nevertheless, OMTD endeavors to publish accurate information on the Platform, and to avoid errors or omissions in its services.

4.2 OMTD does not provide legal recommendation or legal advice in any way. In no circumstances, will OMTD be liable for any direct or indirect damages to the User or anyone else for any decision made or taken in reliance on the information provided by the Platform.

4.3 OMTD may modify the Platform from time to time as it deems it necessary. OMTD is not a preservation platform and holds the right to remove services that have been inactive for more than two years. Components used in workflows will not be removed.

4.4 These Terms and conditions may change in the immediate future. OMTD may, at any time, vary, add or delete any clause or section of these Terms and Conditions.

5. Obligations of the User

5.1. The User is fully responsible for all activities that occur in the Platform under the credentials provided by OMTD. The User will ensure that these are kept confidential and treated in a secured manner.

5.2. The User affirms that he is the sole owner of the rights on that content that he uploads on the Platform or that has received all necessary authorisations by the rights owner(s) of that content.

5.3 The User declares and confirms that OMTD has no role in the initiation, selection or modification of any uploaded material and is not liable for any unlawful content. The User is the sole responsible for any violation caused by the act of uploading content. The User holds OMTD harmless and shall indemnify it for any lawsuit brought against it in regards to the upload of any unlawful content.

5.4. The User agrees to use the Platform only in a lawful manner agreeing not to cause any nuisance or inconvenience whether to OMTD or to any of the Users of the Platform by any means.

5.5. The User agrees not to use the Platform to transmit or post any material that can be deemed fraudulent, hateful, offensive, discriminatory, defamatory or obscene. The User shall not use the Platform or the data stored on the Platform to spam third parties.

6. Obligations of OpenMinTeD

6.1. OMTD shall provide the User with credentials to use the Platform.

6.2. OMTD takes all reasonable steps to safeguard the security of any information or data input by the User.

6.3. OMTD shall use its reasonable endeavors to make the Platform available for the User. OMTD gives, however, no guarantee of such availability. In case of temporary unavailability, OMTD will make all reasonable efforts to recover the Platform services.

6.4. OMTD reserves the right to suspend the Platform at any time at its sole discretion. Suspensions may be justified by maintenance or other objective reasons.

6.5. OMTD does not distribute content registered by other parties. It may only distribute annotations of content and results of mining services over it.

7. Liability

7.1. OMTD shall in no event be liable for any general, special, direct or indirect damages of any kind, including those arising from the inability to use the Platform services, including but not limited to the loss of data.

7.2. The User acknowledges that the Platform is provided through the internet, over which OMTD has no control whatsoever.

7.3. OMTD takes all reasonable measures to maintain a virus-free website, while declining any liability for any damages, including hardware damage, loss of data, alteration of data, or downtime.

8. Data Protection

8.1. Both OMTD and the User shall use the Platform in compliance with the applicable data protection laws.

8.2. The User shall not sell, distribute or alter any information or data retrieved from the Platform. The User shall also take appropriate measures to shield any information or data contained in the Platform from destruction, accidental loss, alteration, or unauthorized disclosure.

9. Intellectual Property Rights

9.1 OMTD reserves all rights related to the Platform. Nothing in these Terms and Conditions grants the User a right or license to use any intellectual property rights owned by OMTD. The User acknowledges having no right whatsoever with respect to any intellectual property rights related to the Platform services.

10. Severability

10.1 Should any section of these Terms and Conditions be invalid it shall be interpreted as it fulfills its intended purpose or replaced by a valid clause that reflects the original intents.

10.2 If no valid replacement is possible, no effect shall be given to the invalid clause, but the remaining sections shall continue to be in force and effect.