ELRC-SHARE Terms of Service for Registered Users

These are the ELRC-SHARE Terms of Service for Registered Users. By registering, creating an account and logging in to ELRC-SHARE, you are agreeing to these Terms. Please read them carefully as you are bound by them.

Interpretation

a. "User" or "You": means an individual or entity who is exercising rights or undertaking legal obligations under this Terms of Service and who has not previously violated them or who has received express permission from the Service Provider despite a previous violation. Registered Users' details are only obtained through registration with the ELRC-SHARE Services.

b. "Service Provider": means the ELRC-SHARE repository, which is hosted by the Institute for Language and Speech Processing/ Athena Research Centre (henceforth ILSP/ Athena R.C.), as member of the ELRC Consortium, on behalf of the European Commission through Service Contract SMART 2015/1091, contract number 30-CE-0816330/00-16.

c. "ELRC-SHARE Services": These are the repository services offered by the ELRC consortium, which include:

- User registration, authentication and authorisation
- Archiving (storage and maintenance for preservation purposes) of language resources
- Documentation (with metadata) of language resources
- Search, browsing and viewing of resource metadata
- Uploading and downloading of language resources and metadata thereof

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

e. 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.

Modifications

The Service Provider may change these Terms of Service at any time by posting changes online. Please review these Terms of Service regularly to ensure You are aware of any changes made. Your continued use of the ELRC-SHARE Services after changes are posted means You agree to be legally bound by these Terms of Service as updated and/ or amended. The Service Provider agrees to notify You regarding any such change through the ELRC-SHARE Services. If additional services are added to the ELRC-SHARE set of Services, then additional terms may apply which will become part of these Terms of Service.

Use of ELRC-SHARE Services

As an ELRC-SHARE Registered User, You have unlimited access to all ELRC-SHARE Services offered by the Service Provider; more specifically:

a. access to language resources deposition services, i.e. documentation, upload and storage services

b. searching, browsing and viewing of the ELRC-SHARE inventory and of the language resources metadata

c. access to and downloading of all language resources in accordance to the relevant licensing terms granted for each resource;

Access to and use of the ELRC-SHARE Services is provided subject to the following terms, which shall take effect upon Your access to and use of the ELRC-SHARE Services. You agree to use the ELRC-SHARE 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.

Deposition and Licensing LRs for the ELRC action

As an ELRC-SHARE Registered User, You can deposit (i.e. upload, document and store) LRs to the ELRC-SHARE repository, given that the following statements are collectively true:

1. you have the necessary legal title in the Resource or you are have obtained permission to deposit the Resource;
2. the deposition of the Resource will not violate or be considered a breach of any obligation or right of a third party;
3. the deposition of the Resource will not violate any applicable law or regulation;
4. the information you provide in the process of deposition does not contain any untrue statements of legal or material facts;
5. the information you provide in the process of deposition does not contain any personal information you are not entitled to use

By depositing a LR to ELRC-SHARE You agree that the LR descriptions (metadata) are licensed under the Creative Commons Attribution (CC-BY) version 4.0 or higher and that You allow the harvesting of metadata.

The rights of use of the actual dataset of a LR that You deposit to ELRC-SHARE, any possible restrictions, as well as rights and restrictions on the original raw data are under the control and responsibility of the resource owners and are documented in the ELRC-SHARE metadata, specifically indicated in the value of the licence of the LR and the conditions of use. See more about licencing LRs for the ELRC action here.

By contract (Service Contract SMART 2019/1083, contract number LC-01325001), ELRC, through ELRC-SHARE, publishes metadata of openly licensed LRs on the EU Open Data Portal at https://data.europa.eu/euodp/en/home.

Privacy and cookies

The ELRC-SHARE website and services log certain information about every request sent to them. This information is used for system administration and for statistical purposes. Summary statistics are extracted from this data and some of these may be made publicly available, but these do not include information from

which individuals could be identified. Relevant subsets of this data may be used as part of investigations of computer misuse involving this site. Data may also on occasion be used to enable investigation of technical problems on the website. Otherwise logged information is not passed to any third party except if required by law.

We may also collect identification data of users, by using cookies.

Cookies are short software code texts, which are sent from Athena RC server and are stored at your terminal ("browser"). Their basic function is to communicate to us data from your browser. Cookies are either "Temporary" (session cookies) or persistent. Temporary cookies are automatically deleted when you close your browser, while persistent cookies remain stored in your terminal until they expire.

The use of cookies helps the website to remember information about the user's visit, such as your preferred language and your preferences, to make secure searches, to calculate the number of visitors, or to facilitate your registration in our services. Cookies do not have access to data on your hard disk or cookies created by other sites and do not damage your system. You may control and/or delete cookies as you wish. You may find more details at aboutcookies.org. You may delete all cookies from your computer and, in most browsers, select settings that do not allow installation of cookies. However, in that case, you may have to adjust certain preferences every time you visit a website. Users may make use of the website without problems even without use of cookies, but, potentially, to the detriment of its user-friendliness and of the functioning of certain of its services. Any personal data collected via cookies that can be correlated to a specific visitor/user shall be processed exclusively for the purposes cited above.

This website uses ELRC-SHARE Analytics, a local self-hosted installation of "Matomo", an open source web analytics software. ELRC-SHARE Analytics uses "cookies", which are text files placed on Your computer, to help the website analyze how users use the site. The information generated by the cookie about Your use of the website is stored locally in Athena RC servers and it is not transmitted to any third party.

In case IP-anonymisation is activated on the ELRC-SHARE website, Your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. The IP--anonymisation is active on this website. The IP-address, that Your browser conveys within the scope of ELRC-SHARE Analytics, will not be associated with any other data.

ELRC-SHARE Analytics will use this information on behalf of the operator of this website for the purpose of evaluating Your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage.

You may deactivate or restrict the transmission of cookies by changing the settings of your web browser. Cookies that are already stored may be deleted at any time.

Personal Data protection

ELRC-SHARE fully respects Your privacy and seeks to protect Your personal data, **as provided by you during your registration.** ELRC-SHARE will not disclose Your personal data to any other organisation except on the basis of concrete legal obligations or contractual obligations within the ELRC (SMART 2015/1091

contract number 30-CE-0816330/00-16, SMART 2019/1083 contact number LC-01325001).

You can always access and modify your personal data through the ELRC-SHARE repository.

Your personal data provided to us at the registration procedure (i.e. name, organisation, email, country, password) are only processed for legitimate purposes. We may use them to contact you regarding the resources you have uploaded, events that we organise and other information we have produced you may be interested in and for statistical purposes.

The personal data (name, email, organisation, telephone number) provided to us at the notice and take and down procedure (see here) are only processed to communicate with you and for statistical purposes. They are only disclosed to third parties upon your consent and only for protecting your rights. After the dispute has been resolved, we delete them unless otherwise requested by the law.

From time to time the ELRC-SHARE Service Providers may use electronic forms, other than the registration or the notice and take down procedures, to gather personal information for purposes directly related to a service, function, activity or event of the ELRC services. When the Service Provider will do so it will let users know the purpose for which the information is being collected (including if the information is to be published). Completion of and submission of any form on the ELRC-SHARE website is entirely at the discretion of the user.

Data Controller

The personal data controller for the purpose of the operation of the ELRC-SHARE website is as follows:

Institute of Language and Speech Processing (ILSP) of Athena-Research and Innovation Center in Information, Communication and Knowledge Technologies - Athena RC (Research Organisation private law legal body)

Artemidos 6 and Epidavrou

15125, Maroussi, Athens

tel: + 302106875300, fax: 2106854270

email: dpo@athena-innovation.gr

The ILSP/Athena R.C. may modify this policy to achieve better protection of personal data by announcing any such modification through its website. For any further explanation, you may contact the Data Protection Officer (DPO) of Athena RC by sending an e-mail to: dpo@athena-innovation.gr

Access and Intervention

You have the right of access to your personal data. To ensure fair data processing, you have the following rights:

- The right to rectification and completion of your personal data
- The right to erasure of your personal data
- The right to restriction of the processing of your personal data
- The right to object to the processing of your personal data on grounds related to your particular situation

To exercise these rights, please contact our data protection officer (dpo@athena-innovation.gr).

Right to lodge a complaint

You have the right to lodge a complaint with a supervisory authority if you consider that the processing of your personal data infringes statutory data protection regulations.

ELRC-SHARE Services misuse and notification regarding IPR infringement

You should not misuse the ELRC-SHARE Services, e.g. by interfering with them or by trying to access them using a method different from the one suggested in these terms of use and in the ELRC-SHARE help and guidance documents available at https://www.elrc-share.eu/help/. You may use the ELRC-SHARE Services only as permitted by law, including applicable export and control laws, regulations and licenses. The Service Provider may suspend or stop providing ELRC-SHARE Services to You if You do not comply with ELRC-SHARE Terms or policies or if the Service Provider is investigating suspected misconduct.

ELRC-SHARE maintains usage statistics as a measure of readership and other use of the ELRC-SHARE Services by users. It is a violation of ELRC-SHARE policy for a party to directly or indirectly use ELRC-SHARE 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 ELRC-SHARE Services, ELRC-SHARE 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 ELRC-SHARE Notice and Take Down procedure (see here).

Disclaimers and Limitation of Liability

ELRC-SHARE 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 ELRC-SHARE be liable for any of the following losses or damage (whether such losses where foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of opportunity; (c) loss of goodwill or injury to reputation; (d) losses suffered by third parties; or (e) any indirect, consequential, special or exemplary damages arising from the use of the ELRC-SHARE Services regardless of the form of action.

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

ELRC waive all liability in the event of a breach of any law or regulation caused by the deposition of a resource on ELRC-SHARE by any person or entity other than the ELRC consortium members.