

# Terms and conditions for the ANIMATE platform

## 1. INTRODUCTION

1.1 The ANIMATE platform offered for use via the <https://animate.hi-iberia.es:4550/en-gb/> web portal is an online platform offering a service for exchanging knowledge and expertise among the community members. Organisations, retirees, older workers, young workers and unemployed can interact and exchange their skills, experience, knowledge and expertise from different domains.

1.2 The platform is owned and operated by a consortium of European research institutions from Spain, Switzerland and the UK.

1.3 These general terms and conditions govern the use of the ANIMATE services. By selecting/flagging the appropriate box on the acceptance and by completing and submitting the registration form that refers to this agreement, the end-user declares:

- accept and agree with the terms reflected in this document.
- have read and understood the contents.
- Accept, and be bound by, the content in all parts.

If there is anything that you do not understand, please feel free to contact us.

1.4 The website made available online associated with the services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws.

1.5 ANIMATE may modify and/or update their T & C from time to time without notice or acceptance by the end-users.

## 2. KEY DEFINITIONS

- **T & C:** Terms and conditions of services provided by ANIMATE to end-users
- **End-User:** Individual user or organisation using the ANIMATE services
- **ANIMATE Admin:** Administrator of ANIMATE
- **Service:** service used by the end-users through the ANIMATE platform
- **End-User Content:** digital content created and shared on the ANIMATE platform by end-user
- **Personal Data:** digital data and information provided by the end-user for the use of the ANIMATE services. The personal data as defined by the EU Laws and Regulations and the local laws in the countries of the consortium institutions.
- **Service Provider's Guide:** guidance provided through the platform to the end-users setting out how the Services should be used.

## 3. Application of Terms

These Terms and Conditions apply to the end-users use of the platform regardless of the role in which they are using it at any time.

## 4. REGISTRATION SERVICE

4.1 In order to use the ANIMATE services, the end-user must obtain a valid account, which can be obtained by registering on the platform website by filling in the registration form and providing all the required information, including a valid e-mail address and username that is not already in use by another end-user. Furthermore, the registration is available through the social accounts Google or LinkedIn.

4.2 End-users are responsible for maintaining the confidentiality of account login information (username and password), and are fully responsible for all activities performed on their accounts. ANIMATE strongly suggest that they keep their account's password secure and do not disclose it to anyone and will not be liable for any damage arising from the non-respect of confidentiality by end-users.

4.3 The end-user agrees to:

- Provide true, accurate, current and complete information as indicated by the registration form.

- Maintain and promptly update the registration data to keep the information true, accurate, current and complete.
- Must never use another platform end-user's account.
- Inform the ANIMATE Admin immediately for any unauthorized use of his/her account or any other breach of security

**4.4** Email verification reinforces the security of registration by sending an activation email to the end-user. However, ANIMATE undertakes no obligation to verify the additional information (e.g., first name, last name, job, etc.) provided by the end-user.

## **5. USE OF THE SERVICES, LIABILITY OF ANIMATE**

### **5.1** A NIMATE will:

- Provide the service to the end-users in accordance with these Terms
- Use its reasonable endeavours to ensure that the Service is available on a 24 hours basis, 7 days a week, except for:
  - Scheduled maintenance
  - Urgent security updates
  - Causes beyond the direct control of ANIMATE
  - Major force beyond the control of ANIMATE
- Make reasonable and timely efforts to provide a support and maintenance of the service to the end-users.
- Use reasonable endeavors to verify the accuracy of any information placed on the platform but without any warranties.

**5.2** ANIMATE will not be responsible for any difficulty, defect, failure, interruption/inability to access and use of ANIMATE services that are related to the end-user such as issues related to the hardware equipment and software, internet connection, or inappropriate actions.

**5.3** ANIMATE will not be required to make any notice to the end-users if the services are subject to minor processes of bug fixing, software updates, or features updates. If instead, Major upgrades are made, or insertions of functions or operations or infrastructure cloud network will imply a temporary stop of the service, ANIMATE will notify the end-users through the platform website.

**5.4** ANIMATE will use reasonable endeavours to maintain the platform and keep it accessible. The platform is subject to change from time to time. End-users will not be eligible for any compensation because they cannot use any part of the platform because of a failure, suspension or withdrawal of all or part of the Platform for any reason.

**5.5** ANIMATE reserve the right to change these T & C from time to time. The continued use of the platform (or any part of it) by end-users following such change shall be deemed to be their acceptance of such change. It is their responsibility to check regularly to determine whether the T & C have been changed. If they do not agree to any change to the Terms then they must immediately stop using the platform.

**5.6** ANIMATE will not commercially exploit or redistribute the end-user content outside the context of the platform. However, ANIMATE may use, analyse and extract data from the end-users contents for statistical and research purposes and for the purpose of improving the services by learning more about the use the platform by the community members. All processing of the end-users contents will be subject to the ANIMATE Privacy Policy.

## **6. EXCLUSION OF THE ANIMATE LIABILITY**

ANIMATE rejects any liability in the event of:

- **Information:** "Access to the Service does not imply any obligation of ANIMATE to verify the truthfulness, accuracy, suitability, completeness and timeliness of the information provided through it. ANIMATE is not responsible for the decisions taken from the information provided in the Service or for damages caused to the end-user or third persons because of actions that are based solely on information obtained in the Service."
- **Service quality:** "Access to the application does not imply any obligation of ANIMATE to ensure the absence of viruses, worms or other harmful computer

elements. Corresponds to the end-user, in any case, the availability of adequate tools to detect and eliminate malicious software. ANIMATE is not responsible for any damage caused to the computers of the end-users or third parties during the provision of the service of the Service.”

- **Service availability:** “Access to the Service requires the services and supplies from third parties, including transmission through telecommunications networks whose reliability, quality, and continuity and operation does not correspond to ANIMATE. Accordingly, the services provided through the Service may be suspended, cancelled or result inaccessible, previously or simultaneously to the provision of the service. ANIMATE is not responsible for damages of any type produced in the end-user as a result of failure or disconnection of telecommunications networks that produce the suspension, cancellation or interruption of the Service while providing the same or with previous character.
  - Right of Refusal: ANIMATE reserves the right to refuse service to any applicant at its discretion.
  - Warranty: end-user agrees that the service is provided "as-is" without any warranties of any kind. If the end-user is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of ANIMATE in operating the service, the end-user's sole and exclusive remedy is to discontinue using the service or deleting its account.
  - Termination: To terminate an account, the account owner will have to delete it from its profile management page.”
- **Content and services linked through the Service:** “The access to the Service includes technical link devices, directories and even search tools that allow the end-user to access other Internet sites and services (from now on "Linked Sites"). In these cases, ANIMATE acts as a provider of intermediation services in accordance with Article 17 of Law 34/2002, of July 11 (14)., of Information Society Services and Electronic Commerce (LSSI) and will only be responsible for content and services provided in the linked sites to the extent that it is aware of the illegality and has not disabled the link with due diligence. In the case that the end-user considers that there is a Linked Site with unlawful or inappropriate content may inform ANIMATE in accordance with the procedure and the effects established in clause 6, but in no case this communication involves the obligation to remove the corresponding link. In no case, the existence of Linked Sites must presuppose the existence of agreements with the managers or owners of them, nor the recommendation, promotion or identification of ANIMATE with the statements, content or services provided. ANIMATE does not know the content and services on the Linked Sites and therefore it is not responsible for damage caused by the unlawfulness, quality, downgrade, unavailability, error or uselessness of the content and / or services of the Linked Sites or for any other damage not directly attributable to ANIMATE.”

## 7. USE OF THE SERVICES, END-USERS responsibility

### 7.1 The end-user warrants:

- Compliance with this Agreement
- The accuracy and legality of the information provided and the way in which the data was made available on the platform and in the interactions that took place with Admin Staff or community members of ANIMATE.
- The accuracy of the information exchanged through the ANIMATE services (e.g., Chat, messages, video conference, etc.) with the others members.
- Assumes full responsibility for the accuracy and truthfulness of content uploaded to ANIMATE and ensures that all the information provided, including any text, images, videos, are lawfully available, and do not violate any law copyright, trademark, patent or other rights of third parties arising from law, contract or custom. Therefore undertakes to indemnify ANIMATE for any claim of compensation and/or damages claimed by third parties as a result of the publication of these materials.
- Misrepresent the identity or credentials, or use those of another end-user
- Not do anything or allow anyone else to do anything to infringe the ANIMATE Intellectual Property Rights

### 7.2 The end-user agrees:

- To not misrepresent or give false, inaccurate or misleading information on their profiles (e.g., academic, pedagogic or professional qualifications or skills).
- To prevent any unauthorized access to any part or component of the platform and immediately notify ANIMATE Admin any possible access/unauthorized use
- To use the services in compliance with the directives made by ANIMATE
- To use the platform in accordance with all relevant laws
- To not use the platform for any illegal purpose or to store, process or transmit through the services:
  - Any material illegitimately
  - Any illegal software or anything else potentially dangerous viral malicious (computer viruses, macro viruses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer)
  - Any material which causes the interrupt, damage, or such that the effectiveness or functionality of the platform is in any way impaired
  - Any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety
  - Any material that violates or infringes the rights (including intellectual, confidentiality, and privacy) of any person or institution
  - Any other kind of material deemed inappropriate by ANIMATE
- To not copy or distribute any part of the platform in any medium without our prior written consent
- To not alter or modify any part of the platform
- That in the event that you have any right, claim or action against any end-user of the platform arising out of that end-user's use of the platform, then you will pursue such right, claim or action independently of and without recourse to us.
- To only use the platform and any contents available through it for personal and non-commercial.

### 7.3 Concerning their content, the end-user warrants:

- To own or have acquired the necessary permissions and/or licenses to, all the intellectual property rights and other rights necessary for creating publishing, sharing, making available and distributing the contents on the platform.
- To intend to use the contents for ANIMATE activities purpose and not for other purposes such as advertising or marketing of any products or services.
- To share, use, distribute and make available royalty-free their contents, either completely publically or within a limited group of members such as in close/private groups. Except for awarded badges, ANIMATE do not pay any salary or compensation for the uploaded contents on the platform.
- To not upload, post or share any illegal contents (e.g., images and videos) that promote illegal activities, or is sexually explicit or pornographic
- To not distribute the copyright infringing activities or any infringement of any other intellectual property rights on the platform.
- To consistently check their contents which can be constantly edited or removed. ANIMATE is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such end-users contents.
- To waive any legal or legal remedy against ANIMATE, in the event that they may be exposed to the inaccurate, offensive, indecent or reprehensible content. However, they may contact ANIMATE Admin to report any unauthorized content or activity in the platform.
- To ensure the availability and reliability of provided links to other websites/resources. ANIMATE is not responsible or liable, directly or indirectly, for the privacy practices or the data provided (e.g., misrepresentative or defamatory information, advertising) by such websites/resources. Furthermore, ANIMATE declines any responsibility for any damage, loss or offense caused by, or in connection with, the use of such external sites or resources.
- To use the content for collaborative purposes among organizations and not as a tool for industrial spying or to acquire advantage over other partner organizations.

- 7.4 It is strictly prohibited to reproduce, publish, distribute, sell, license, commercially exploit or create derivative works of the material and content contained within the platform, unless expressly authorized by ANIMATE and the relevant right holder.
- 7.5 It is expressly forbidden to end-user to communicate with ANIMATE community members by using inappropriate language expressions such swearing, profanity, insults or teasing expressions.
- 7.6 To treat all the ANIMATE community members with respect and courtesy, and will not discriminate against any individual based on his or her age, sex, origin, religion, opinion, or any other comparable reason
- 7.7 To be continually and instantly informed about the ANIMATE activities by selecting the appropriate type of notifications to be received in the end-user profile.

## **8. PRIVACY**

- 8.1 ANIMATE constantly updates their applications and implements all the techniques so that they are protected from cyber-attacks and intrusions (software update, protective side code, firewall, backup, and network monitoring service).
- 8.2 The end-user undertakes to keep passwords that are provided confidential and to take all security policies necessary for the security and protection of sensitive data. Pursuant to the European data protection directive (95/46/EC) and the national regulations on privacy and data security of the consortium countries, ANIMATE undertakes to treat the data received by the end-user solely for contractual purposes and not transfer or spread them to third parties not related to the ordinary activities of the platform. The personal data provided by the end-user can be processed by ANIMATE, in compliance with the aforementioned law, and in particular to comply with the contractually agreed service and comply with the obligations imposed by laws or regulations.
- 8.3 In accordance with the above-mentioned directives and laws, ANIMATE is the owner and the responsible for handling and processing the data provided by end-users.
- 8.4 Any end-user related information collected by ANIMATE will be used solely in accordance with the procedures described above, and only for the purposes previously agreed and in accordance with above-mentioned directives and laws and the permission the expressly given by end-user.
- 8.5 In handling this information, accuracy and precision are guaranteed in ensuring integrity and quality of the process. In the event of any doubt or question, the end-user can contact ANIMATE Admin directly through the contact-us form available on the platform website.
- 8.6 To unsubscribe, the end-users can deactivate their accounts and stop the use of the platform. Consequently, the end-users become invisible and non searchable on the platform but their contents will continue to remain visible in the same scope of access and visibility. However, they can ask to remove all their personal data and the uploaded contents from the ANIMATE database.
- 8.7 ANIMATE reserve the right to monitor any activity and content associated with the platform to ensure it is in compliance with these T & C and any applicable laws and regulations. The ANIMATE Admin may investigate any reported violation of these T & C or complaints relating to the platform and take any action that they deem appropriate (which may include but is not limited to, issuing warnings, suspending, terminating or attaching conditions to access and/or removing any materials from the platform).

## **9. DATA PROTECTION**

In accordance with the above-mentioned directives and laws, ANIMATE is committed to administrative, physical and technical safeguards to ensure the security, confidentiality, and integrity of the personal data of end-users, and not change them unless specifically requested by the end-user. However, ANIMATE is allowed to access, process the personal data on behalf of the end-users in accordance with the above-mentioned directives and laws and solely for the purpose of the services such as to prevent technical problems or to check/remove inappropriate uploaded contents. Finally, ANIMATE will not disclose the Personal Data to any third party without the Service end-user's consent unless compelled to do so by law.

## **10. ANIMATE RIGHT TO SUSPEND OR TERMINATE THE END-USER USE OF THE PLATFORM**

**10.1** ANIMATE have the right to suspend or terminate the use of the end-user account and/or suspend the use of or remove any end-user content on the platform, in case:

- End-user acted in violation of the T & C in relation to a service offered on the platform
- End-user submitted or shared any content or material on the platform in violation of the T & C, the intellectual property rights, the right to privacy of any other member of the ANIMATE community.
- End-user used the platform in violation of any applicable law or regulation, or in a fraudulent manner or otherwise contrary to the T & C agreement.
- End-user supplied false, misleading or deceptive information in connection with the registration, the profile, or any other use of the platform, either to the ANIMATE Admin or to another end-user.
- End-user used inappropriate language expressions such swearing, profanity, insults or teasing expressions to communicate against the ANIMATE community members.
- End-user used the platform services for any illegal purpose such defined in 7.2
- End-user uploaded, posted or shared any illegal contents such defined in 7.3
- End-user not respond to inquiries or not supplied the information requested by ANIMATE Admin.

**10.2** Given the above circumstances, ANIMATE reserved the right to suspend immediately the end-user account according to the legal obligations and the urgency of the issue. However, ANIMATE will usually strive to inform and hear the end-users before taking actions, especially if it involves the permanent termination of their accounts and/or contents.

**10.3** ANIMATE encourages the collaboration and communication with end-users through the reporting feature (e.g., `contact_us`, Flag content as inappropriate) provided in the platform to bring the issue (e.g, encounter inappropriate conduct, be exposed to offensive or illicit content, content infringe the copyright or other intellectual property right) to ANIMATE Admin attention.

## **11. GOVERNING AND JURISDICTION**

**11.1** Any dispute or claim arising out of or in connection with current T & C or its subject matter, shall be governed by and constructed in accordance with, the law of Spain (location of ANIMATE Admin).

**11.2** The parties irrevocably agree that the courts of Spain shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the current T & C or its subject matter.