

Terms and conditions

1. Who we are

When we say “we,” “us,” and “LifeWatch Italy,” we’re referring to the Joint Research Unit LifeWatch Italy, Italian node of the European Research Infrastructure Consortium LifeWatch ERIC, coordinated by the National Research Council of Italy (CNR) in the person of Antonello Provenzale.

Our servers and offices are located in Italy, a member of the European Union and are compliant to European Legislation in terms of privacy. Data collected from sources outside the EU will anyway be treated with the same regulations adopted for EU member states.

2. Contact Point

The digital platforms of LifeWatch Italy have been developed and strengthened as part of the project "LifeWatchPLUS - LifeWatch, eScience infrastructure for research on biodiversity and ecosystems - *Progetto di rafforzamento infrastrutturale*". The project was jointly proposed by the National Research Council, represented by the Department of Earth System Science and Environmental Technologies (DSSTTA) and the Institute of Nanotechnology (NANOTEC), the University of Salento, the University of Bologna and by the National Institute for Nuclear Physics (INFN).

In accordance and under the conditions of the General Data Protection Regulation (EU GDPR) articles 13 and 14, the Contact Point is the National Research Council of Italy (CNR) and its premises, having its registered office at Piazzale Aldo Moro (Rome, Italy) – VAT Number 02118311006 and Fiscal Code 80054330586.

Ai sensi e per gli effetti dell’art. 26 del Regolamento Generale sulla Protezione dei Dati (GDPR), il Punto di Contatto per gli interessati è il Consiglio Nazionale delle Ricerche (CNR) e le sue strutture, con sede legale in Piazzale Aldo Moro (Roma, Italia) - P.IVA 02118311006 e Codice Fiscale 80054330586.

In compliance with the aforementioned legislation, the Controller provides the following information:

the appointed responsible person with function of Controller's representative and contact point for the user rights is Antonello Provenzale, Director of the Geosciences and Earth Resources (IGG) of the CNR, e-mail: antonello.provenzale@cnr.it.

the contact details of the data protection officer (c.d. RPD or DPO, Data Protection Officer), appointed following the implementation of the article 37 of the Regulation (EU) 2016/679, can be reached at: rpd@cnr.it or at the Registered Electronic Mail (REM) Services: rpd@pec.cnr.it.

3. Scope

These terms detail the rules you have to follow when accessing our website and the services provided by LifeWatch Italy, and our legal responsibilities. The use of our website and the services provided, implies your agreement to accept, respect and comply with these terms of use. Additional terms of use may apply to the use of specific services. If you do not agree to these terms, you must not use our website and the services provided by LifeWatch Italy. We recommend that you keep a copy of these terms for future reference.

These terms of use refer to the following additional terms, which also apply to your use of our website:

Our Privacy Policy.

Our Data Policy.

Our Cookies Policy.

Our online services are constantly evolving. As such, these Terms and Conditions and all the related policies may be amended as required by our services or applicable law. We will inform you when there are important changes/updates and ask for explicit consent if necessary.

4. Using LifeWatch Italy services

Account

Access to our services may require the creation of an account. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You are responsible for keeping your account secure and we will not be responsible if you or others suffer any harm or loss because you do not keep your password secure.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Licensing

Every time you upload content to our website and the services provided by LifeWatch Italy, please check these terms to ensure you understand the terms that apply at that time.

Metadata about LifeWatch Italy data are always freely accessible, without any restriction through the LifeWatch Italy Data Portal; indeed, the access and usage is guaranteed under an open license agreement (CC0).

The LifeWatch Italy default data usage license agreement for all uploaded data is a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International ("CC BY-NC-SA 4.0 International") license. This license lets others remix, tweak, and build upon your work non-commercially, as long as they credit creators and license their new creations under the identical terms.

Individual data providers also have the option to negotiate a different data usage policy with LifeWatch Italy, but they must be anyway consistent with the principles of the LifeWatch Italy Data Policy.

LifeWatch Italy citation policy

In accordance with the license of the data, you are permitted to use such resources to publish new research findings in publications, provided you have built upon or improved the existing work and the original publications connected to the resources.

Cite the resource as defined in the citation instructions provided alongside the resource, and, if available, also cite the primary publication listed alongside.

Failure to cite a resource provided by LifeWatch Italy used in a publication or presentation would constitute scientific misconduct and must be corrected by an erratum and correction of the given article if it is discovered post-publication.

5. Uploading content to our website

Whenever you make use of a feature that allows you to upload content to our website and the services provided by LifeWatch Italy, or to make contact with other users of our website, you must comply with the content standards stated at the chapter 6 of this policy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our policies.

The content standards apply to any and all material which you contribute to our website, and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any content as well as to its whole.

We will determine, in our discretion, whether content breaches the Content Standards.

6. Content Standards

You may not use our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To upload terrorist content.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in the EU and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.

- Give the impression that the Contribution emanates from LifeWatch Italy, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites..

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a Creative-Common license to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

7. Breach of these Terms

When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach of our policies upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our website.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

8. Intellectual Property

The content, organisation, graphics, design, compilation, magnetic recording, digital conversion and other matters related to and produced by LifeWatch Italy and LifeWatch ERIC are protected under applicable intellectual property rights (including but not limited to copyrights and trademarks) and other proprietary rights.

Subject to statutory allowances, extracts of material from the website may be accessed, downloaded and printed for your personal and non-commercial use except where specified by the licences attached to the specific resource.

9. Disclaimer

Although we make reasonable efforts to update the information on our website, LifeWatch Italy and its service providers do not make any representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.