



EOSC EU Node Acceptable Use Policy

Version 2.0

ACCEPTABLE USE POLICY

1. Purpose

This Acceptable Use Policy (“AUP”) defines the rules and conditions that govern your access to and use (including transmission, processing, and storage of data) of the Resources (“Resources”) and Services (“Services”) of the EOSC EU Node (hereinafter referred to as “Websites”) as granted by the European Commission, Directorate-General for Communications Networks, Content and Technology, Unit C.1 High Performance Computing and Applications (hereinafter referred to as “Operating Unit”).

2. Scope

The *Operating Unit* maintains the *Websites* to enhance public access to information about research data, tools and services promoting the European Union’s Policy on Open Science. Our goal is to keep this information timely and accurate. If errors are brought to our attention, we will try to correct them. However, the *Operating Unit* accepts no responsibility or liability whatsoever with regard to the information, including user-created information, on the *Websites*.

For more information, visit the Legal Notice of the European Commission:
https://commission.europa.eu/legal-notice_en

3. Access Policy

Access to *Services* provided via the *Websites* is in principle open to all visitors, although some *Services* may be restricted to registered users with certain attributes. For those *Services*, additional terms or requirements may apply. The creation of an account and access to the *Websites* is free of charge. The rights to access and use the *Resources* and *Services* are primarily granted for academic research and higher education in Europe, if not otherwise agreed.

For more information, visit the User Access Policy of the EOSC EU Node referenced below.

4. Acceptable Use

The *Operating Unit* may modify this AUP by posting a revised version on the *Websites*. By using the *Services* and/or accessing the *Resources*, you agree to the latest version of this AUP:

1. You shall only use the *Services* in a manner consistent with the purposes and limitations described above; you shall show consideration towards other users including by not causing harm to the *Services*; you have an obligation to collaborate in the resolution of issues arising from your use of the *Services*.
2. You shall only use the *Services* for lawful purposes and not breach, attempt to breach, nor circumvent legal, administrative or security controls. *Services* shall not be used:
 - a. to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;
 - b. for any content or activity that promotes child sexual exploitation or abuse;
 - c. to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device;
 - d. to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”);
 - e. to process personal data.
3. You shall respect intellectual property, licenses, and confidentiality agreements.
4. You shall protect your access credentials (e.g., passwords, private keys or multi-factor tokens), no intentional sharing is permitted. You shall not attempt:
 - a. gaining unauthorized access to *Services*, acting to deny others access to *Services*, or authorizing any third party to access or use the *Services* on your behalf;
 - b. using the *Services* to try to gain unauthorized access to any other service, data, account or network by any means.
5. You shall keep your registered information correct and up to date.
6. You shall promptly report known or suspected security breaches, credential compromise, or misuse to the Security Contact stated below; and report any compromised credentials to the relevant issuing authorities.
7. Reliance on the *Services* shall only be to the extent specified in the User Access Policy referenced below.
8. Your personal data will be processed in accordance with the Privacy Policy referenced below.
9. Your use of the *Services* may be restricted or suspended, for administrative, operational, or security reasons, without prior notice and without compensation.
10. If you violate these rules, you may be liable for the consequences, which may include your account being suspended and a report being made to your home organisation or to law enforcement.
11. You shall comply with restrictive measures and export control measures in place pursuant to Article 215 of the Treaty on the Functioning of the European Union when accessing or authorising the access to the *Services*.
12. You shall acknowledge that information you provide or upload to the *Services* may be stored outside of the country in which you reside but stays in EU/EEA jurisdiction.

POLICY STATEMENTS

- User Access Policy for the EOSC EU Node: <https://open-science-cloud.ec.europa.eu/support/user-access-policy>

- Privacy Policy for websites managed by the European Commission:
https://commission.europa.eu/privacy-policy-websites-managed-european-commission_en
 - *Services* accessible via the *Websites* may have additional Privacy Statements published in their domains.
- Copyright Notice: https://commission.europa.eu/legal-notice_en#copyright-notice
- Cookies Policy: https://commission.europa.eu/cookies-policy_en

The Data Protection Officer of the Commission is: data-protection-officer@ec.europa.eu

The Security Contact for this *AUP* is: CNECT-LISO@ec.europa.eu