

SEREN 3 WEBSITE TERMS AND CONDITIONS

Credit

This document was created using a Contractology template available at <http://www.freenetlaw.com>.

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

License to use website

Unless otherwise stated, Seren Project and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or OTHER CONTENT from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website;

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Seren Project express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Seren Project express written consent.

Restricted access

Access to certain areas of this website is restricted. Seren Project reserves the right to restrict access to other areas of this website, or indeed this entire website, at Seren Project discretion.

If Seren Project provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Seren Project may disable your user ID and password for violating the terms listed in this document.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Seren Project a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Seren Project the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Seren Project or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Seren Project reserves the right to edit or remove any material submitted to this website, or stored on Seren Project servers, or hosted or published upon this website.

Notwithstanding Seren Project rights under these terms and conditions in relation to user content, Seren Project does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Seren Project makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Seren Project does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

Limitations of liability

Seren Project will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Seren Project has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Seren Project liability in respect of any:

- death or personal injury caused by Seren Project negligence;
- fraud or fraudulent misrepresentation on the part of Seren Project; or
- matter which it would be illegal or unlawful for Seren Project to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Privacy Statement

With the development of new communication tools, it is necessary to pay particular attention to the protection of privacy. This is why we are committed to respecting any personal information that we collect.

Collection of Personal Information

We collect the following information:

- Name
- Email Address

The personal information we collect is collected via forms and thanks to the interactivity established between you and our website. We also use, as indicated in the following section, cookies and / or log files to collect information about you.

Forms and interactivity:

Your personal information is collected through form, namely:

- Website Registration Form
- Newsletter Registration Form

We use the information thus collected for the following purposes:

- Statistics
- Contact

- Newsletter distribution

Log files and cookies

We collect certain information through log files and cookies. These are mainly the following information:

- IP Address
- Operating System
- Visited pages and queries
- Time and Day of Connection

The use of such files enables us to:

- Improve services and personalize website content
- Statistics

Right of veto and withdrawal

We are committed to offering you the right of veto and of withdrawal with respect to your personal information.

The right of veto is defined as the option offered to online visitors to refuse to have their personal information used for certain purposes as outlined during collection.

The right of withdrawal is defined as the ability for users to request that their information not be contained, for example, in a mailing list.

To exercise these rights, you can contact us via email at the following address: contact@seren-project.eu

Data retention

We keep your Personal Data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal reporting or document retention requirements. We will take reasonable steps to update, correct or, upon your request, delete your Personal Data in our possession that you have previously submitted via the Seren 3 website. In order to request an update, with respect to your Personal Data, please contact us via email at the following address: contact@seren-project.eu. If at any time you wish not to receive further communications, you may also follow the unsubscribe procedure included in our communication.

Other parties

You accept that, as a limited liability entity, Seren Project has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Seren Project officers or employees in respect of any losses you suffer in connection with the website.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Seren Project and undertake to keep Seren Project indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Seren Project to a third party in settlement of a claim or dispute on the advice of Seren Project legal advisers) incurred or suffered by Seren Project arising out of any breach by you of any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Seren Project other rights under these terms and conditions, if you breach these terms and conditions in any way, Seren Project may take such action as Seren Project deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Seren Project may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Seren Project may transfer, sub-contract or otherwise deal with Seren Project rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Seren Project in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with [GOVERNING LAW], and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of [JURISDICTION].

You must retain the "Credit" section in this document. If you wish to use the document without the "Credit" section (e.g. to project a more professional image) then you can get a license to do so here:

<http://www.contractology.com/precedents/freenetlaw-license-website-terms-and-conditions.html>

It is an infringement of our copyright to use the document without the "Credit" section and without paying the license fee.