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Website Terms And Conditions

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1. Website Terms and Conditions

Please read these terms and conditions carefully before using this site.

What's in these terms?

These terms tell you the rules for using our website <https://www.lifewatch.eu> (**our site**).

Who we are and how to contact us

<https://www.lifewatch.eu> is a site operated by LifeWatch ERIC ("We"). We are a European Research Infrastructure Consortium established by Commission Implementing Decision (EU) 2017/499 of 17 March 2017, having its headquarter and statutory seat in Plaza España SN, SECTOR II-III 41013 Seville, Spain.

To contact us, please email communications@lifewatch.eu.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you keep a copy of these terms for future reference.

There are other terms that may apply to you

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

- Our Privacy Policy (LW-00072).
- Our Acceptable Use Policy (LW-00074) which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

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.

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.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

Unless expressly stated otherwise, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any

accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you breach any provision of this clause on How you may use material on our site, your right to use the site and any content will cease immediately and you must return or destroy any copies of the content you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on [communications\[at\]lifewatch.eu](mailto:communications@lifewatch.eu).

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do

so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

The commentary and other content published on our site are provided for information only and are not intended to amount to advice on which reliance should be placed. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy (LW-00072).

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy (LW-00074).

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 site 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 limited licence 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.

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 Acceptable Use Policy (LW-00074).

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (LW-00074).

If you wish to link to or make any use of content on our site other than that set out above,

please contact [communications\[at\]lifewatch.eu](mailto:communications[at]lifewatch.eu).

Which country's laws apply to any disputes?

These terms of use, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Spain.

The Spanish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the site, although We retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

If any provision of these terms of use (or any document referred to in them) is held to be invalid or unenforceable under any applicable statute or rule of law, then it shall be deemed to be omitted to the extent that it is invalid or unenforceable, and your use of the site shall be subject to the remaining provisions of these terms of use.

These terms of use, together with the notices and documents referred to in them ("Legal Notices"), were drafted in the English language. If these Legal Notices are translated into any other language, the English language text shall prevail.

Our trade marks are registered

LifeWatch and LifeWatch ERIC are trademarks of LifeWatch ERIC. You are not permitted to use them without our approval, unless expressly stated otherwise.

2. Document Revision History

Revision	Reason for and description of change	Author	Date
1.	First issue	Lucas de Moncuit	03-05-2024