

The following terms and conditions govern the use of all websites provided by the Magnetic Resonance Center ([CERM](#)) of the University of Florence and all content, services and products available at or through the websites. The websites are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, CERM portal's Privacy Policy) and procedures that may be published on our sites by CERM (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by CERM, acceptance is expressly limited to these terms.

By using any of our grid-related services, you agree to follow the EGI [Acceptable Use Policy and Conditions of Use](#). Furthermore, any publication including results generated with the portal should cite the respective articles and add the following acknowledgement:

*"The FP7 [WeNMR](#) (project# 261572), H2020 [West-Life](#) (project# 675858) and the [EOSC-hub](#) (project# 777536) European e-Infrastructure projects are acknowledged for the use of their web portals, which make use of the [EGI](#) infrastructure with the dedicated support of CESNET-MetaCloud, INFN-PADOVA, NCG-INGRID-PT, TW-NCHC, SURFsara and NIKHEF, and the additional support of the national GRID Initiatives of Belgium, France, Italy, Germany, the Netherlands, Poland, Portugal, Spain, UK, Taiwan and the US Open Science Grid."*

## 1. Your portal Account

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify CERM of any unauthorized uses of your account or any other breaches of security. CERM will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

For registration with and use of the AMPS-NMR portal you must belong to a non-profit organization. However, you can use the portal if you belong a for-profit organization that has signed a separate license agreement with the University of California, as detailed [here](#).

## 2. Responsibility of Contributors

If you submit material ("Data") to the Website, you are entirely responsible for the content of, and any harm resulting from, that Content. By submitting, you represent and warrant that:

- the use of the Data will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Data, and have done all things necessary to successfully pass through to end users any required terms;
- the Data does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Data is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

### **3. User Data License**

CERM has the right (though not the obligation) to, in CERM's sole discretion (i) refuse or remove any content that, in CERM's reasonable opinion, violates any CERM policy or is in any way harmful or objectionable, in CERM's sole discretion. CERM will have no obligation to provide a refund of any amounts previously paid or of any costs incurred to generate such content.

### **4. Responsibility of Website Visitors**

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. CERM websites may contain technical inaccuracies, typographical mistakes, and other errors. CERM disclaims any responsibility for any harm resulting from the use by visitors of the Websites, or from any downloading by the visitors of content there posted.

### **5. Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which CERM websites link and that link to CERM websites. CERM does not have any control over these websites and webpages, and is not responsible for their contents or their use. By linking to a non-CERM website or webpage, CERM does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. CERM disclaims any responsibility for any harm resulting from your use of non-CERM websites and webpages.

### **6. Copyright Infringement and DMCA Policy**

As CERM asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by CERM websites

violates your copyright, you are encouraged to notify us. CERM will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. CERM will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of CERM or others. In the case of such termination, CERM will have no obligation to provide a refund of any amounts previously paid to CERM.

## **7. Intellectual Property**

This Agreement does not transfer from CERM to you any CERM or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with CERM. Trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any CERM or third-party trademarks.

## **8. Attribution**

CERM reserves the right to display attribution links such as 'Powered by AMPS-NMR,' theme author, and font attribution in your content footer or toolbar. Footer credits and the CERM website toolbar may not be removed regardless of upgrades purchased.

## **9. Changes**

CERM reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. CERM may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **10. Termination**

CERM may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your CERM website account(s) (if you have one), you may simply discontinue using the Website and/or cancel your registration and delete the stored information. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **11. Disclaimer of Warranties**

The Website is provided "as is". CERM and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither CERM nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## **12. Limitation of Liability**

In no event will CERM, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to CERM under this agreement during the twelve (12) month period prior to the cause of action; (v) The services offered within CERM websites are for research purposes only, and are not to be used to guide clinical decisions. We make no representation that these results are accurate. CERM shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **13. General Representation and Warranty**

You represent and warrant that (i) your use of the Website will be in strict accordance with the CERM [Privacy Policy](#), with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which this website resides or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## **14. Indemnification**

You agree to indemnify and hold harmless CERM, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

## **15. Miscellaneous**

This Agreement constitutes the entire agreement between CERM and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of CERM, or by the posting by CERM of a revised version. Except to the extent applicable law, if any, provided otherwise, this Agreement, any access to or use of the Website will be governed by the laws of Italy.

