

META-SHARE Terms of Service for non-registered users

Last Modified: 30.12.2015

Version: 1.3

These are the terms of use and provision of the META-SHARE Services for all users that have not registered to the META-SHARE Network through a META-SHARE Service Provider. By using META-SHARE Services, you are agreeing to these terms. Please read them carefully as you are bound by them.

Interpretation

- a. **“User or You”**: means an individual or entity who is exercising rights or undertaking legal obligations under this Service Agreement and who has not previously violated these Terms of services or who has received express permission from the Service Provider despite a previous violation.
- b. **“Service Provider”**: means the META-SHARE Member, which offers the META-SHARE Services in accordance to the META-SHARE Memorandum of Understanding (MoU) <[http://www.meta-share.org/assets/pdf/META-SHARE MoU v2 1.pdf](http://www.meta-share.org/assets/pdf/META-SHARE_MoU_v2_1.pdf)>.
- c. **“META-SHARE services”**: These are the services (Core and User Support Services) defined in the META-SHARE MoU.
- d. **“META-SHARE Network”**: means the community of META-SHARE Members that have agreed to the terms of the META-SHARE MoU.
- e. Headings contained in this Terms of Service Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- f. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

Modifications

The Service Provider may change these terms only in accordance to the META-SHARE MoU procedure, at any time by posting changes online. Please review these terms regularly to ensure You are aware of any changes made. Your continued use of the META-SHARE services after changes are posted means You agree to be legally bound by these terms as updated and/ or amended. The Service Provider agrees to notify You

regarding any such change by email or through the META-SHARE services or any other appropriate means.

If additional services are added to the META-SHARE set of services or META-SHARE services are modified, then additional or modified terms may apply and will become part of this agreement.

Use of META-SHARE Services

Access to and use of the META-SHARE services is provided free of charge and subject to the following terms:

1. You have access to META-SHARE searching, browsing and viewing services;
2. You may download all META-SHARE Language Resources under a Creative Commons or Free/ Open Source Software licence; and
3. You agree to use the META-SHARE services only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of such resources.

Privacy

In common with most websites, the META-SHARE website and services log certain information about every request sent to them. This information is used for system administration and for producing usage statistics. Summary statistics are extracted from this data and some of these may be made publicly available, but these do not include information from which individuals could be identified. Relevant subsets of this data may be used as part of investigations of computer misuse involving this site. Data may also on occasion be used to enable investigation of technical problems on the website. Otherwise logged information is not passed to any third party except if required by law.

Data protection

From time to time the Service Provider may use electronic forms on this site to gather personal information for purposes directly related to a service, function or activity of the META-SHARE service. When the Service Provider will do so it will let You know the purpose for which the information is being collected (including if the information is to be published). Completion of and submission of any form on this website is entirely at the discretion of the user.

Data protection statement

In using and submitting content on the META-SHARE services You agree that the Service Provider may use any personal data of Yours that You supply through

contributing content or the forms of the previous paragraph. The Service Provider respects Your privacy and seeks to protect Your personal data:

- The Service Provider will only collect and use Your information to administer, support, improve and obtain feedback on its services.
- The Service Provider may also contact You to obtain feedback on services and any improvements it can make.
- The User has the right to ask the Service Provider at any time not to contact them by way of direct marketing.
- The Service Provider will not disclose Your personal data to any other organization without Your permission.

This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on Your computer, to help the website analyze how users use the site. The information generated by the cookie about Your use of the website will be transmitted to and stored by Google on servers in the United States.

In case IP-anonymisation is activated on this website, Your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP address will be first transferred to a Google server in the USA and truncated there. The IP-anonymisation is active on this website.

Google will use this information on behalf of the operator of this website for the purpose of evaluating Your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage.

The IP-address, that Your browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on Your browser, however please note that if You do this You may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Add-on for Your current web browser: <<http://tools.google.com/dlpage/gaoptout?hl=en>>.

META-SHARE Service Misuse and notification regarding IPR infringement

You should not misuse the META-SHARE Services, e.g. by interfering with them or by trying to access them using a method different from the one suggested in the META-SHARE instructions. You may use the META-SHARE Services only as permitted by law, including applicable export and control laws and regulations. The Service Provider may suspend or stop providing META-SHARE Services to You if You do not comply with

META-SHARE terms or policies or if the Service Provider is investigating suspected misconduct.

Disclaimers and Limitation of Liability

META-SHARE content and metadata are provided “AS IS” and on an “IS AVAILABLE” basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Under no circumstances will the Service Provider or META-SHARE Network be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of opportunity; (c) loss of goodwill or injury to reputation; (d) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the META-SHARE services regardless of the form of action.

The Service Provider and META-SHARE Network do not warrant that functions contained in the META-SHARE services will be uninterrupted or error free, that defects will be corrected, or that the META-SHARE databases or the delivery mechanism that make it available are free of viruses and bugs.

Termination

The rights granted hereunder will terminate automatically upon any breach by You of the Terms of Service.

Subject to the above terms and conditions, this agreement will be valid for as long as the META-SHARE Network is in existence and will continue in full force and effect unless terminated as stated above.