

VIRES FOR AEOLUS SERVICE TERMS AND CONDITIONS

"Service Terms"

Version of 30/09/19

These Service Terms The VirES for Aeolus service (the "Service") provides an interactive data manipulation and retrieval interface to data from the Aeolus mission ("Aeolus Data") supplied by the European Space Agency ("ESA"). Development and operation is performed by EOX IT Service GmbH ("EOX") for ESA. The term "Service Provider" used below refers to EOX.

Access to, and use of, the Service constitutes acceptance of the following Service Terms as well as the ESA Data Terms which govern the use of ESA's Aeolus Data made available on the Service. In the event of conflict or inconsistencies between these Service Terms and the ESA Data Terms, the provisions of the ESA Data Terms prevail.

Use of the Service

To use the Service the user is required to sign-up to receive an account either through direct registration or by using a social media provider. The user is required to provide his/her real name and warrants that all data provided are accurate and up-to-date. A user may at any point request cancellation of this account by sending an email to support@vires.services.

When using the Service the user shall be obliged to observe the following:

- (a) The user does not have any right or entitlement to be registered for the Service. The Service Provider may refuse registration of the user without giving reasons.
- (b) The user shall comply with all applicable laws when using the Service and not misuse or in any way interfere with the Service, nor shall the user attempt to circumvent or bypass any access restriction implemented on the Service.
- (c) The user shall utilize the Aeolus Data provided on the Service exclusively in accordance with the provisions of the [ESA Data Terms](#). All other rights in relation to the Service or any content displayed on the Service, which are not explicitly granted to the user under the ESA Data Terms or hereunder, are reserved by the Service Provider, ESA or their suppliers.
- (d) The user shall not delete any author attributions, legal notices, proprietary designations or labels from any file that is downloaded from the Service nor falsify the origin or source of software or other material contained in a file that is downloaded.
- (e) The user is solely responsible for keeping the user account and login-data secure and accepts to be fully liable for all activities occurring under that account. The user will promptly notify the Service Provider, if the user becomes aware of any unauthorized use of, or access to, the Service through the user's account, including any unauthorized use of the user's password or account.

A violation of the foregoing, abuse (in particular through unlawful use), excessively frequent requests of the Service or any other use of the Service that in the Service Provider's judgement threatens the security, integrity or availability of the Service may result in the temporary or permanent suspension of the user account, in individual cases, it may also entitle the Service Provider to claim for damages. The Service Provider, in its sole discretion, will determine unlawful, abusive, excessive or otherwise inappropriate usage.

User Feedback

To the extent the user provides any comments, ideas, changes or other feedback to the Service Provider regarding the Service, the user grants the Service Provider a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid-up right to use and commercially exploit such information in any manner the Service Provider deems fit.

Disclaimer of Liability, Warranties and Indemnification

Please note that users browse and use the Service at their own risk. Neither the Service Provider nor any other party involved in creating, producing or delivering the Service, including ESA, shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of Users' access to, or use of, the Service. To the extent required by mandatory law, this limitation of liability shall not apply in case of intent or blatant gross negligence of the Service Provider or in the event of personal injury.

Though the Service Provider uses the best technical standards to control its Service, material on this website may inadvertently include technical inaccuracies or other errors. The Service Provider makes no warranties, whether express, implied, statutory or otherwise, as to the uninterrupted or error-free availability of the Service, fitness of the Service for any particular requirements or purposes of the User, merchantability, non-infringement of third party rights or the absence of viruses or other harmful components. Users are obliged to notify the Service Provider of any harmful components, errors or inaccuracies they may find.

The User shall hold the Service Provider harmless from and assist in the defense against any and all claims and demands raised by third parties, including associated expenses (particularly costs of appropriate legal representation and/or experts' fees), insofar as the claims/demands can be attributed to the User's access to, or use of, the Service.

The Service Provider reserves the right to update, modify or reconfigure the Service or change material on the Service at any time without prior notice.

Access and availability of service and links

The Service may contain links and references to third-party websites. These are provided for the convenience and interest of the user and on the part of the Service Provider this implies neither responsibility for, nor approval of, information contained in these websites. The Service Provider makes no warranty, either express or implied, as to the accuracy, availability or content of information, text or graphics on third-party websites. The Service Provider has not tested any software located on other sites and does not make any representation as to the quality, safety, reliability or suitability of such software.

Severability, Jurisdiction and Applicable Law

If any part of these Service Terms is held invalid or unenforceable, that portion of the Service Terms will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of the Service Provider to enforce any provision of these Service Terms will not be considered a waiver of the right to enforce such provision. The rights of the Service Provider under these Service Terms will survive any termination of the contractual relationship or deletion of the user account.

All disputes between the user and the Service Provider including the question of the valid conclusion of these Service Terms as well as its preliminary and subsequent contractual effects, shall be exclusively settled by the court having jurisdiction over the subject matter in Vienna, Austria. The Service Provider however may also sue at any other competent court.

Except to the extent applicable law provides otherwise, these Service Terms and any access to or use of the Service shall be governed by, construed and enforced in accordance with the substantive laws of Austria excluding application of its conflict of laws provisions as well of the Convention on International Sales of Goods (CISG).