

## Terms of Use of the EOSC Poland Platform

*(Last updated: August 2026)*

These Terms of Use („**Terms**”) govern your access to and use of the EOSC Poland Platform and its associated services (including search engine for research services and products catalogues) (collectively, the „**Platform**”), administered by the **Institute of Oceanology Polish Academy of Sciences** with its registered office at ul. Powstańców Warszawy 55, 81-712 Sopot, Poland (the „**Administrator**”, „**we**”, „**us**” or „**our**”).

You should read, understand, and accept these Terms when logging into or using the Platform. If you do not agree with the Terms, you must not log in or make any use of the Platform.

The Platform is designed primarily for the researchers and institutional users acting in the course of their professional activities, facilitating access through affiliated institutions (e.g. universities, research centres), hereinafter referred to as „**Home Organisations**”. Many features are accessed via your Home Organisation’s identity provider through a federated authentication infrastructure (e.g. using MyAccessID).

These Terms constitute a legally binding agreement between you („**User**” or „**you**”) and the Administrator.

### 1. Scope and Functionality

1.1. The Platform is a national Polish node of the European Open Science Cloud (EOSC), serving as a catalogue of research services and products. It allows Users to browse, search, and access scientific services (e.g. computing services, repositories, trainings) and products (e.g. publications, datasets, software, tools) offered by third parties („**Providers**”).

1.2. We do not initiate the transmission of Providers’ content, select the receiver of such transmissions, or modify the content itself. All arrangements are concluded directly between the Users (or their Home Organisations) and respective Providers. The Administrator does not endorse, control, or assume any responsibility for any resources, services or other content provided by Providers.

1.3. Users typically access the Platform through their Home Organisation, which is responsible for verifying their identity. The Home Organisation is independent of the Administrator and any issues related to your authentication should be directed to your Home Organisation's support.

## **2. Acceptance and Modification of Terms**

2.1. By logging into or using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms. You represent and warrant that you are capable, under applicable law, to be legally bound by and comply with these Terms. If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2.2. We reserve the right to modify these Terms for the reasons specified in Section 10. We will notify you of any material changes by posting the revised Terms on the Platform or through other appropriate communication channels. Your continued use of the Platform after the effective date of the changes will constitute your acceptance of the new Terms.

2.3. The processing of your personal data in connection with the Platform is governed by our Privacy Policy, available at <https://ecudo.pl>, section Documents. By accepting these Terms, you also acknowledge that you have read and understood the Privacy Policy. Please note that the Privacy Policy is a separate document. Any updates to the Privacy Policy are governed by its own terms and applicable personal data protection law, and do not constitute an amendment to these Terms.

## **3. User and Provider Accounts**

3.1. Access to certain features may require an account, which may be created directly or by logging in via a federated identity provider. You agree that the information associated with your account is accurate and current.

3.2. You are responsible for safeguarding your credentials and for all activities that occur under your name. You must notify the Administrator immediately of any unauthorized use. The Administrator will not be liable for any loss or damage arising from your failure to comply with this obligation.

## **4. Acceptable Use Policy**

All Users shall adhere to the following Acceptable Use Policy:

1. You shall only use the Platform in a manner consistent with the purposes and limitations described in these Terms and additional terms applicable to the specific services or resources you access from Providers; you shall show consideration towards other users including by not causing harm to the Platform; you have an obligation to collaborate in the resolution of issues arising from your use of the Platform;
2. You shall only use the Platform for lawful purposes and not breach, attempt to breach, nor circumvent legal, administrative or security controls;
3. You shall respect intellectual property, licenses, and confidentiality agreements;
4. You shall protect your access credentials (e.g. passwords, private keys or multi-factor tokens), no intentional sharing is permitted;
5. You shall keep your registered information correct and up to date;
6. You shall promptly report known or suspected security breaches, credential compromise, or misuse to the security contact stated below; and report any compromised credentials to the relevant issuing authorities;
7. Reliance on the Platform shall only be to the extent specified in applicable service level agreements. Use without such agreements is at your own risk;
8. Your personal data will be processed in accordance with the Privacy Policy referenced above;
9. Your use of the Platform may be restricted or suspended, for administrative, operational, or security reasons, without prior notice and without compensation;
10. If you violate these rules, you may be liable for the consequences, which may include your account being suspended and a report being made to your Home Organisation or to law enforcement;
11. You shall comply with restrictive measures and export control measures in place pursuant to Article 215 of the Treaty on the Functioning of the European Union when accessing or authorising the access to the Platform.

## **5. Additional Terms for Providers**

5.1. As a Provider, you are solely responsible for the accuracy, completeness, and legality of the content, including information and metadata for registration in catalogues, you provide. You grant the Administrator a worldwide, non-exclusive, royalty-free license to host, communicate, and distribute the content you submit for the purpose of operating and promoting the Platform. This license is granted for the entire duration your content is available on the Platform and terminates upon its removal.

5.2. By registering as a Provider, you represent and warrant that you comply with all applicable provisions set forth in the EOSC EU Node Registration Policy (as may be amended), including on interoperability, data protection, and liability. You assume full responsibility and accountability for the content you offer through the Platform in alignment with the above provisions. This includes their performance, security, quality, and compliance with all applicable standards and policies required under EOSC regulations.

5.3. You acknowledge that you are solely responsible for all aspects of the content you provide to Users. This includes entering into separate binding agreements with Users, providing support, and handling all financial transactions, invoicing, and tax obligations. The Administrator is not a party to your relationship with the User.

5.4. Unless otherwise specified, all references, obligations, and restrictions applied to Users under these Terms shall equally apply to Providers.

## **6. Illegal Content and Reporting**

Reports of content considered illegal can be submitted to our designated point of contact at: [kontakt@ecudo.pl](mailto:kontakt@ecudo.pl). If the content is reasonably identified as illegal, we will act expeditiously to remove or disable access to it and will notify the relevant parties of our decision and the reasons for it, where required by law.

We have designated a single point of contact for direct communication with Member State authorities, the European Commission, and the other competent authorities for the purposes of applying relevant regulations. All such official communications should be directed to the contact point: [kontak@ecudo.pl](mailto:kontak@ecudo.pl).

## **7. Intellectual Property and Data Rights**

7.1. The Platform, its visual interfaces, graphics, design, compilation, know-how, and all other elements of the Platform are the property of the Administrator or its licensors and are protected by copyright, patent, trademark, and other intellectual property laws. All rights not expressly granted in these Terms are reserved.

7.2. You retain ownership of any intellectual property rights that you hold in the content you submit to the Platform, such as messages, comments, or other materials. By submitting, posting, or displaying

content on or through the Platform, you grant the Administrator a non-exclusive, worldwide, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content solely for the purpose of operating and improving the Platform. This license is granted for the entire duration your content is available on the Platform and terminates upon its removal.

7.3. You represent and warrant that you have all the necessary rights, licenses, and permissions to submit your content to the Platform and that your content does not infringe on the intellectual property, privacy, or other rights of any third party.

7.4. To foster a culture of respect for scientific work, all Users agree to recognize and treat content, including research data, made available through the Platform as if it were the subject of property rights of the rightful person (e.g. the researcher or institution). This obligation requires you to adhere to all specified terms of access and use for the particular content, even where such content is not protected by local law. This provision establishes a standard of conduct within the Platform and does not create property rights enforceable against third parties.

## **8. Disclaimers and Limitation of Liability**

8.1. To the fullest extent permitted by applicable law, the Platform is provided on an “as is” and “as available” basis. The Administrator makes no representations or warranties regarding the Platform, including its uninterrupted or error-free operation, the accuracy of any information or content accessible via the Platform, or the ability of the services to meet your specific needs.

8.2. While we implement security measures, we cannot guarantee absolute security. You are solely responsible for maintaining appropriate backups of your own information and content. The Administrator is not liable for any data loss or corruption, including any loss resulting from service outages or disruptions.

8.3. The Administrator is not a party to and will not be responsible for any transaction or agreement between a User and a Provider. Furthermore, you are solely responsible for ensuring your use of the Platform and any content you provide comply with all applicable legal and regulatory requirements. The Administrator will not be liable for your failure to comply with such laws or for any claims arising from the services or resources offered by Providers.

8.4. To the fullest extent permitted by applicable law, the Administrator, its directors, employees, or agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with the use of the Platform, even if advised of the possibility of such damages. This includes such consequences resulting from (i) your use of or inability to use the Platform; (ii) any conduct or content of any third party on the Platform; or (iii) unauthorized access to or alteration of your content.

8.5. Notwithstanding anything to the contrary contained herein, the Administrator's total aggregate liability for any and all claims arising out of or in connection with these Terms is limited to a refund of the credits received by the Administrator attributable to a specific User's access to the services during the twelve (12) months immediately preceding the event giving rise to the claim. Where no such credits were received or such a refund would amount to less than EUR 25.00, the Administrator's total aggregate liability shall be strictly limited to EUR 25.00 (twenty-five euros).

8.6. The limitations of liability in this section do not aim to exclude or limit the Administrator's liability in any way that would be unlawful under applicable mandatory law, including mandatory provisions concerning consumer rights.

## **9. Termination and Complaints**

9.1. You may terminate this agreement at any time and without notice by ceasing all use of the Platform and deleting your account. The Administrator may suspend or terminate your access to the Platform with immediate effect for a material breach of these Terms, particularly a violation of the Acceptable Use Policy.

9.2. You have the right to file a complaint concerning the functioning of the Platform by sending an email to our contact address specified below, containing your identification details and a detailed description of the issue. We will respond to all duly submitted complaints within 30 days of their receipt, unless a shorter period is required by mandatory provisions of applicable law. For example, for complaints submitted by consumers residing in the European Union, a response will be provided within 14 days.

## **10. Miscellaneous**

10.1. Use of the Platform requires a device with a stable internet connection and a modern web browser with JavaScript and cookies enabled. Certain features may require additional standard software or specific tools indicated in additional applicable terms.

10.2. While we use our best efforts to maintain a secure environment across the Platform, using online services carries inherent risks such as third-party interference, unsolicited commercial information (spam), or malware. To help mitigate these risks, we recommend keeping your antivirus software, firewall, and system regularly updated.

10.3. These Terms are governed by the laws of Poland. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Any legal action will be brought exclusively in the competent courts in Kraków, Poland. For consumers in the EU, this does not deprive you of mandatory protections under your local law. You may also propose out-of-court dispute resolution, such as ADR, which remains voluntary and subject to mutual consent (you can contact your local consumer ombudsman for more details).

10.4. Any change to a URL referenced in these Terms does not constitute an amendment to the Terms. The terms “including”, “for example” and similar expressions introduce illustrative lists and shall not be construed to limit the generality of the preceding words.

10.5. If you are a consumer in the EU, you have certain statutory rights, in particular

- a) You have a right to withdraw from a distance contract within 14 days. However, this right of withdrawal does not apply to contracts for services that have been fully performed, if performance has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal. You will be asked to provide such consent and acknowledgment when placing an order.
- b) You may also have rights concerning the conformity of digital content and digital services with the contract, in line with applicable law implementing Directive (EU) 2019/770. The specific conditions for exercising these rights may vary depending on the type of service provided. If you wish to exercise your rights, please contact us for further information.

10.6. The Administrator reserves the right to amend these Terms, or to introduce, modify, or discontinue the Platform and its associated services, for the following key reasons:

- a) to adapt the Platform to new technologies or respond to the evolving needs and feedback of the research community;

- b) to comply with new legal regulations, court rulings or official positions, as well as with updated requirements, policies or technical framework of the EOSC;
- c) to prevent abuse, harm or violations of law, and to ensure the security and integrity of the Platform.

We will notify Users of any material changes. For EU consumers, if a modification to digital content or digital service negatively impacts your access or use in a more than minor way, you will have the right to terminate the agreement free of charge within 30 days of the notice or the modification, whichever is later. This right does not apply if we enable you to maintain access to the content or service without the modification.

10.7. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of the Administrator. Any attempted assignment without such consent will be null and void.

10.8. By accepting these Terms, you agree that, in order to ensure the continuity of the Platform's mission and services, the Administrator may assign its rights and obligations under this agreement to a successor entity designated to operate the Platform, for example, as a result of an administrative reorganization. Such an assignment does not require your separate, future consent.

10.9. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The failure by the Administrator to enforce any right or provision will not constitute a waiver of future enforcement of that right or provision. Upon termination, provisions that by their nature are intended to survive shall remain in effect, including, without limitation, Sections 2.1, Section 7, Section 8, and this Section 10.

10.10. These Terms and the Privacy Policy constitute the entire and exclusive understanding and agreement between you and the Administrator regarding the Platform. They supersede and replace any and all prior oral or written understandings or agreements concerning the use of the Platform and being a Provider, without affecting any separate institutional partnership frameworks. Specific services or features offered on the Platform may be subject to additional terms, which will be presented to you for acceptance before you can use them

10.11. For any questions or to submit a complaint, please contact us at: [kontakt@ecudo.pl](mailto:kontakt@ecudo.pl).