

## **TERMS AND CONDITIONS OF HFRI's PORTAL USE**

1. The content(s) of the electronic portal (<u>https://portal.hfri.gr/</u>) of the Hellenic Foundation for Research and Innovation, hereafter all referred to as the "HFRI Portal" or "the Portal", is subject to the present general terms and conditions of use (the "Terms of Use") that are all binding upon anyone who uses and has access to it, in any version and form thereof. HF.R.I. may modify the Terms of Use at any time, without previous notice, by announcing any such modification on its portal. Upon registration on the HFRI Portal, users acknowledge that they have read, understood, and unconditionally accepted the Terms of Use. Use of the HFRI Portal following the announcement of a modification in the Terms of Use shall be regarded as acceptance of the said modification by the user. Use of the HFRI Portal must be in accordance with the current regulatory framework and the Terms of Use as in force at any time.

2. The object of the HFRI Portal is the support and complete management of the procedures for the submission and evaluation of proposals and monitoring of projects in the framework of HFRI's funding schemes and/or the candidacies for participation in the HFRI Certified Experts Registry. In this context the HFRI Portal is open to users applying for HFRI grants and Experts participating in the HFRI's Experts Registry and allows them to register, view and edit their personal data, create, revise and submit proposals for funding, and/or submit candidacies for participation in the HFRI Certified Experts Registry and perform their tasks inside the Portal (evaluation, monitoring, etc).

3. Individuals are prohibited from using the HFRI Portal in order to forward data that entail or imply:

- false identification of the user or misleading statement regarding user's relation or/and collaboration with another person or legal entity,
- forgery or distortion of users' identification information, aiming at misleading with respect to the origin of the content communicated via the HFRI Portal,
- advertising messages or any kind of product or service or third party websites' promotion, unwanted messaging, as well as any kind of unwanted promotion of materials of any kind.
- viruses or any kind of electronic code, files, or programs designed to interfere, destroy or limit the functionality of any software of electronic equipment or telecommunication network or equipment.
- interference with the services or disruption of the services or servers or networks that are connected to the HFRI Portal or non-compliance with the rules, conditions, procedures and terms of the aforementioned networks.
- intentional or unintentional violation of any local, national, European or international legislation or/and any legislative rule that concerns or/and covers the HFRI portal.
- any kind of invasion of privacy and violation of individual, civil, and social rights of the users/members and of any person or legal entity.

4. By registering on the HFRI Portal the users/participants explicitly accept that the information provided by them is correct, true, and valid and that every declaration they make in the HFRI Portal shall be equivalent to a Solemn Declaration, as defined in Art. 8 of Law 1599/1986, acknowledging that any deliberate false statement could lead to appropriate sanctions under the



applicable law. Furthermore, the participants, whenever asked, ought to provide all the original required documents, in printed form, according to the current regulatory framework.

## **Intellectual Property Rights**

All contents of the HFRI Portal (such as pictures, graphics, drawings, texts, data, databases, computer programs, applications, services, etc. provided and, in general, all items, data, files of the HFRI Portal) and its structure constitute intellectual/industrial property of HFRI, is owned by HFRI and is protected under the relevant provisions on the protection of intellectual and industrial property, in accordance with Greek law, EU law and the international conventions and treaties, as applicable. Users may use the contents only for personal use (fair use) purposes; Commercial or any other profit making use of it shall not be permitted in any event. Users may not in any way modify, translate or adapt the HFRI Portal; decompile or disassemble the HFRI Portal; copy the HFRI Portal (or any part of it); pass on, dispose of, grant as a sub-license, lease, lend or distribute the HFRI Portal or its documentation to third parties; create any product or service substantially similar to the HFRI Portal; copy any ideas, characteristics or functions of the HFRI Portal. HFRI shall not be held liable for the violation of any intellectual/industrial property rights or other third parties' rights as a result of users' misappropriation of, unlawful use, access to HFRI Portal content, services, upload, use of, by non-authorized/legal, persons/means/mechanisms. HFRI is not responsible for any infringement of copyright or other rights of third parties, concerning information or material that has been illegally posted on its portal or posted by unauthorized persons or by unlawful means.

### **Personal Data Protection**

With his/her registration in the HFRI electronic portal and his/her acceptance of the specific terms, the user of the HFRI Portal solemnly affirms that he/she consents to the use and processing of his/her personal data.

The processing and protection of HFRI Portal users' personal data shall be subject to the rules set out in national, EU and international law on the processing of personal data. Users/participants may search for more information relating to personal data protection and processing in the <u>"Personal Data Protection Policy"</u>.

HFRI may employ third party companies to monitor and analyze the use of HFRI Portal. These third parties will have access to users' personal data only to perform these tasks on HFRI's behalf and are obligated not to disclose or use it for any other purpose.

Users of the HFRI Portal may contact the HFRI's Data Protection Officer (DPO) in order to receive information about the storage/use of their personal data and to exercise their rights (such as the right of access, rights to rectification, erasure, etc.) at <u>dpo@elidek.gr</u>.

# **Cookies Policy**

The HFRI portal may collect identification data of users, by using relevant technologies, such as cookies and/or Internet Protocol (IP) address monitoring. Cookies are small text segments that



are sent to the browser by a website visited by the user. The use of cookies helps the website to remember information about the user's visit, such as his/her preferences (preferred language, user name, etc) for a certain period of time. Cookies can also be used to establish anonymized statistics about the browsing experience on websites.

<u>How to control cookies</u>: You may control and/or delete cookies as you wish. You may find more details at <u>aboutcookies.org</u>. You may delete all cookies from your computer and, in most browsers, select settings that do not allow the installation of cookies. However, in that case, you may have to adjust certain preferences any time you visit a website. Users may make use of the portal without problems even without the use of cookies, but, potentially, to the detriment of its user friendliness and of the functioning of certain of its services.

## **Disclaimer and Limitations of Internet Liability**

HFRI takes all necessary measures so as to ensure maximum availability of the HFRI Portal; however, it does in no case guarantee availability or is in no case responsible for direct or indirect damage due to loss of the service for any period of time.

The security level of the HFRI Portal is commensurate with public sector research organizations' and academic environments and HFRI makes all reasonable efforts to ensure the full and technically sound and secure functioning of the electronic portal. However, HFRI does not warrant that the services of the Portal shall be provided without interruptions and/or errors. HFRI may not be held liable for any errors, omissions, or other defects, delays, or interruptions in the provision of the data of the Portal, or for any actions related to the use of the Portal or deriving therefrom. HFRI does not warrant and may not be held liable for the accuracy, correctness, adequacy, or completeness and updating of the content of the Portal. HFRI shall in no event be held liable for any damage, direct, indirect, liquidated, consequential, negative interest, loss entailed by criminal proceedings, which is caused by or derives from any unauthorized, unlawful access to and/or use of the HFRI Portal, whereas any such raised damages, expenses, costs, or remedies needed to be taken by HFRI shall be borne by the person held liable to as the case may be.

### Protection from Malware Software "Viruses"

HFRI is making every effort to control the material being uploaded to the HFRI Portal and to offer protection from malware software (viruses) of its hosting servers. Given the form of the Internet, HFRI shall not be held liable, under any circumstance, for any form of damage, loss, tampering, or destruction of data, or software or hardware possibly affecting the user during or following the use of HFRI Portal. Moreover, it shall not guarantee that any related website or the servers through which every service is made available to the user shall not contain "viruses" or other malware software. In any case, users are advised to use virus and malware protection software every time they are connected to the Internet.

### **Use of Third Party Websites**

HFRI Portal may contain links to other websites and make use of web pages (links). HFRI does not control the availability, content, personal data protection policy, quality, and completeness of



the services provided on other websites referred to through links, hyperlinks, or banners, and does not assume any responsibility for them. HFRI shall in no way be regarded as adopting or accepting the content or the services of the websites and pages which it links to or is being connected to, in any way. HFRI does not warrant and may not be held liable for the content and functioning of links provided on or referred to on the Portal.

Therefore, HFRI shall not assume any liability for any damage suffered by the user as a result of the use of third parties' web pages. These links shall be used in the exclusive responsibility of the user, and access to them and use thereof shall be subject to the terms specified on them.

## **Applicable Law**

The Terms of Use, as well as any modification or change thereof, shall be governed by all applicable provisions under Greek law. Provisions in the Terms of Use that may contravene said legal framework shall cease to be effective *ipso jure* and be removed from the web page, without affecting the validity of the other Terms of Use. The Terms of Use shall serve as an agreement between HFRI and the user of HFRI Portal. Any disputes that may arise from the implementation of the Terms of Use and, in general, from the use of the HFRI Portal by the user, which cannot be resolved amicably, shall be governed by Greek law and fall within the competence of the courts of Athens, Greece.