

## Terms and Conditions ("Terms")

Last updated: May 29, 2018

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the MINERVA Platform (the "Service") provided by the University of Luxembourg ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### **Your responsibilities**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You acknowledge that you are fully responsible for your use of the MINERVA Platform, including responsibility for compliance with all laws and regulations that are applicable to you or the content you use in connection with the MINERVA Platform. You may not use the MINERVA Platform in any unlawful manner or in any other manner that could damage, disable, or interfere with or reverse engineer the MINERVA Platform. We may, at Our sole discretion, adopt rules for permitted and appropriate use of the MINERVA Platform and may update them from time to time. These rules shall form an inseparable part of these Terms of Service and shall be available on Our website. We reserve the right to suspend or terminate provision of Our services immediately to any User whose activity disrupts or causes harm to the MINERVA Platform infrastructure, or violates these Terms of Service.

### **Data processing**

#### **General Terms Concerning Processing of Personal Data in Your Content**

Based on the fact that We process Personal Data in the MINERVA Platform (your login details), for the purpose of Data Protection Laws, you are the controller of the Personal Data and We are the processor.

Personal Data processing by Us shall be governed by this Agreement and by any law of the European Union or any member state of the European Union, which is binding on Us with regard to You.

We shall:

- only process Personal Data in accordance with your instructions
- ensure that any natural person acting under Our authority who has access to Personal Data must only process them in accordance with your instructions, unless required to do so by applicable law;
- inform you if it is required by applicable law to process Personal Data other than in accordance with Your instructions, unless prohibited by law on important grounds of public interest;
- inform you if, in Our opinion, any of Your instructions would breach Data Protection Laws.

### **Details of Processing Activities**

We will store and backup your data only for the purpose of granting you access to the MINERVA Platform services.

We do not have control over the Personal Data that you upload to the MINERVA Platform, which means that various categories of Personal Data relating to various categories of Data Subjects may be processed in the MINERVA Platform, depending on Your decision.

### **Data Subject Rights**

We shall implement appropriate technical and organizational measures for the fulfilment of your obligation to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to processing of Personal Data, or to data portability.

### **Security Measures**

We shall:

- take into account the state of the art, the costs of implementation, and the nature, scope, context, and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and

organizational measures to ensure a level of security appropriate to the risk, including the risk of unauthorized or unlawful processing of Personal Data, and of accidental or unlawful loss, alteration, unauthorized disclosure or destruction of, or damage to, Personal Data.

- provide you with all co-operation and assistance reasonably requested by you to enable you to notify the Personal Data Breach relating to the Personal Data on the MINERVA Platform to the relevant supervisory authority and relevant Data Subject(s) (as applicable).

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by MINERVA.

MINERVA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that MINERVA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Luxembourg, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us.