Contributions Terms and Conditions

(version as of April 9th 2020)

Section 1 - These EOX Contributions Terms

EOX IT Services GmbH ("EOX") develops, operates, and provides various online services ("EOX Services"), for example hosted JupyterLab instances an online service to provide an interactive computational environment to help exploit Earth Observation data. The term "Service Provider" used below refers to EOX.

Contributing to any EOX Service, for example Jupyter notebooks, constitutes acceptance of the following EOX Contributions Terms.

Section 2 - Contributing to an EOX Service

When contributing to an EOX Service the user shall be obliged to observe the following:

a. The user shall comply to the EOX Service Terms in its latest version in its entirety.

b. The user shall be solely responsible for the content of, and for any harm resulting from, any contribution posted, uploaded, linked to or otherwise made available ("User-Generated Contributions"). In particular, the user warrants that such user contribution does not contain harmful components, violate any applicable laws or infringe third-party rights. The Service Provider disclaims all responsibility and liability for User-Generated Contributions made available on the EOX Service.

c. The Service Provider does not pre-screen User-Generated Contributions but retains the right to access and review such contributions at its sole discretion (e.g. for maintenance purposes or in the case of irregularities). The Service Provider reserves the right - though without accepting any obligation - to refuse or remove any User-Generated Contributions that, in the Service Provider’s sole discretion, violate these Terms or otherwise threaten the security, integrity, or availability of the EOX Service.

d. The User-Generated Contributions shall not reveal any user credentials for example by logging or dumping them. Particular care shall be taken when logging HTTP request.

e. In case of Jupyter notebooks as User-Generated Contribution the first cell shall describe besides a general description and applicable license what information is persisted to files or uploaded to remote storage.

f. In case of Jupyter notebooks as User-Generated Contribution only libraries available in the current environment are supported and shall be used and the installation of further libraries is forbidden. In particular no commands like "pip install" or similar shall be included in the notebook. If the user needs further libraries please contact [support@eox.at].

A violation of the foregoing, abuse (in particular through unlawful use), excessively frequent requests of, or uploads to, the EOX Service, or any other use of the EOX Service that in the Service Provider's judgment threatens the security, integrity, or availability of the EOX 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.

Section 3 - License for User-Generated Contributions on the EOX Service

The user retains ownership of his/her User-Generated Contributions. The user grants the Service Provider and its legal successors the right to store, parse, and display User-Generated Contributions and make incidental copies as necessary to provide the EOX Service including storing the content in own data bases, creating backups, parsing it into a search index, or otherwise analyzing it on own servers and executing it.

The license does not grant the Service Provider the right to sell User-Generated Contributions or otherwise distribute it, unsolicitedly display it, or share it with other users, or use it outside of the provision of the EOX Service. The user will not receive any remuneration for any of the rights granted hereunder and the license will end when the user removes the content from the Service Provider’s servers.

The user retains all moral rights to the User-Generated Contributions uploaded, published, or submitted to any part of the EOX Service, including the rights of integrity and attribution. However, the user waives these rights and agrees not to assert them against the Service Provider, to enable the Service Provider to reasonably exercise the rights granted hereunder, but not otherwise. To the extent this agreement is not enforceable by applicable law, the user grants the Service Provider the rights needed to use the User-Generated Contributions without attribution and to make reasonable adaptations of User-Generated Contributions as necessary to provide the EOX Service.

By making available User-Generated Contributions on the EOX Service the user grants each user of the EOX Service a nonexclusive, worldwide license to - exclusively for non-commercial research purposes - use, display, and perform the content through the EOX Service and to reproduce the content solely on the EOX Service as permitted through EOX Service's functionality. If the user is uploading content that the user did not create or owns, the user is responsible for ensuring that the content is licensed under terms that grant these permissions to other users of the EOX Service.