

## **Terms and Conditions**

### **Intro**

Inventing Europe and MyEurope are owned and managed by the Foundation for the History of Technology (SHT), c/o Eindhoven University of Technology, PO Box 513 5600 MB Eindhoven – The Netherlands (for further contact details see the end of these Terms and Conditions). SHT is hereinafter referred to as **“Inventing Europe”**.

These Terms and Conditions are made between SHT and the user of the information and facilities provided on the Inventing Europe Website (**“Website”** or **“Inventing Europe”** or **“we/our/us”**), which includes MyEurope and the Inventing Europe App.

Your use of the Website is governed by these Terms and Conditions which contain important details, including what you and we can do with content comprised on the Website; limits on our liability and responsibility; and how to make a complaint.

You must register as a **“Registered User”** before being able to contribute and amend material via the Website.

### **1. Acceptable Use**

We want all users to be able to enjoy using our Website, which is free of charge. Therefore you must not cause interference or impairment with, or damage or disruption to:

- the Website;
- any equipment or network on which the Website is stored or provided through;
- any software used in the provision of the Website;
- any equipment or network or software owned or used by any third party.

You also must not:

- use the Website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity including for the purpose of harming or attempting to harm minors or any other persons in any way;
- use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, adware, computer virus, Trojan horse, worm, keystroke logger, rootkit, time-bomb or other malicious or technologically harmful material;
- attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without our express written consent;
- use the Website for any purposes related to marketing without our express written consent.

### **3. Registered Users use of Inventing Europe**

When you are a Registered User you agree that, by using Inventing Europe (in addition to the rules set out in section 1 above), you will not:

- contribute, email, transmit or otherwise disseminate any content (including, text, audio, video, photographs or other images) which is in breach of copyright, trademark, or other proprietary rights; is defamatory, obscene, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group

of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability; or that is illegal;

- transmit personal data regarding another user or other person without their express consent, including, without limitation, their email address or other contact details that would enable another person to identify or contact them;
- act in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;
- use content on the website for any purpose other than your own non-commercial use or in accordance with the Terms and Conditions;
- impersonate any person or entity (including, but not limited to, any of our employees or representatives) nor falsely state or otherwise misrepresent your affiliation with a person or entity;
- use any Contributed Content (other than the content that you submitted to the Website) or Our Content (each as described below) other than as set out in paragraph 7 below.

#### **4. Age restrictions, parental consent and use by schools**

Registered Users must be at least 16 years of age, or if they are under 16, have their parent's or guardian's consent to use the Website.

Schools and other organizations responsible for children under the age of 16 using the Website, must either:

- do so through an account registered by a teacher or other responsible adult who accepts responsibility for all actions or inactions undertaken by users in their name. In this instance, it is the school's or organization's responsibility to obtain parental or guardian consent for such children at its discretion and where the school or organization deems it appropriate; or
- if children under the age of 16 are opening accounts in their own names, the school or organization must ensure that the individuals comply with the obligations to obtain parent's or guardian's permission as set out in this clause.

#### **5. Your Guarantees**

When you are a Registered User you guarantee that:

- you are 16 or over or have permission from a parent or guardian or are using the Website as part of your school's registration;
- all information and details provided by you to us on registration are true, accurate and up to date in all respects and at all times;
- the material you upload contains no scandalous, libelous, obscene, or otherwise unlawful matter, and that it does not invade the privacy or otherwise infringe upon the common-law or statutory rights of anyone;
- you will comply with the restrictions on your use of the Website set out in these Terms and Conditions;
- all content that you contribute via the Website is yours and/or you have all rights required to grant the licenses set out in section 7 below without Inventing Europe or other users needing to obtain any further consents or permissions from or to pay any monies to any third person in respect of their use of such content in accordance with paragraph 7.
- All content that you contribute to the Website contains no instructions that, if carried out by the user, would cause physical injury to any person;
- You agree to compensate us and hold us harmless from any claim made against us by a third party or damages incurred by us as a result of such claim (including any reasonable legal fees in relation to same) arising from your use of the Website or any Contributed Content or other content in relation to these Terms and Conditions including any breach or suspected breach of these Terms and Conditions.

## 6. Termination and Cancellation

You can terminate your registration at any time by contacting us at [InventingEurope@tue.nl](mailto:InventingEurope@tue.nl).

We reserve the right to terminate or suspend your registration where:

- we have reason to believe or suspect that you are acting in breach of these Terms and Conditions; or
- otherwise, when we are required to do so by law, regulatory body or our licensors or whilst investigating any complaint about you or your activity via or use of the Website.
- at any time on not less than 1 day's notice to you.

When your account is deleted by Inventing Europe, either at your request or by termination or suspension, your content that is already used by other users and/or by Inventing Europe will not be deleted. Your name will also remain attached to your Text and Media Content.

## 7. Contributed Content

Inventing Europe allows Registered Users to contribute Media Content, Text Content and Content Metadata to the Website. Together these are referred to by us as "**Contributed Content**". We set out below what each of these terms means, the basis upon which they are licensed and can be used by others and Inventing Europe. Please note that contributed Content is not the same as "**Our Content**", which is content provided by Inventing Europe and its partners, look at the end of this paragraph for more information.

As stated above, you guarantee that all content that you contribute via the Website is yours and/or you have all rights required to grant the license set out herein. Contributed Content submitted must not be unlawful in any way. You must not submit any Contributed Content through the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Inventing Europe operates a copyright policy in relation to any user submissions which are alleged to infringe the copyright of a third party. Details of that process and contact details for any complaint about content can be found under paragraph 11.

Once you have uploaded your Contributed Content, you retain the right to remove at any time, any content from the Website which you have submitted. However, content that has already been used in other users' content or in Inventing Europe's content, will remain on the website.

Although we strive for accuracy of any Contributed Content, we cannot be responsible or liable for the content users contribute to the website.

You understand that by using the Website you may be exposed to content that is inaccurate or that you may find offensive, indecent or objectionable and that, in this respect, you use the Website at your own risk.

Inventing Europe can terminate user access to the Website if a user uses content in a manner which is not permitted.

*Content Metadata*

- **What it is:** Content Metadata is descriptive information about any Media Content (defined below) provided by you or other users including title, date, location, keywords, copyright and licensing information, etc. and information about the person providing it ("Content Metadata"). It includes information that enables users to identify, discover, interpret, or manage Media Content, such as the name of the author of the work, the date on which it was first created or published, or where the physical object is located.
- **How it's licensed:** by sharing your Content Metadata through the Website, you agree that it will be made available to the public under the terms of [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International](#)-license, otherwise known as the "CC BY-NC-ND 4.0-License". Which means that your Content Metadata can only be used when credited and only for educational or personal uses.
- **How others can use it:** Content Metadata can be used by Inventing Europe or other users ("others") for educational or personal purposes without further permission being required. However, users cannot change the Metadata without your consent.
- **How Inventing Europe and others can edit your Content Metadata:** we encourage users to suggest changes to your Content Metadata via the discussion tool or other channels, but changes must be made by you and the Inventing Europe team in mutual agreement. In addition, the Inventing Europe team may add keywords which will help other users find your Media Content. The Inventing Europe team may also from time to time make minor improvements to your Content Metadata, but only on the level of spelling errors.

#### *Text Content*

- **What it is:** any text-based creative content including tours, stories and comments ("Text Content").
- **How it's licensed:** by sharing your Text Content through the Website, you agree to allow us to license your Text Content under the [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International](#)-license, otherwise known as the "CC BY-NC-ND 4.0-License". Which means that your Text Content can only be used when credited and only for educational or personal uses.
- **How others can use it:** you allow others to re-use your Text Content for educational or personal uses with proper attribution to you, without making changes.
- **How Inventing Europe can edit your Text Content:** you allow Inventing Europe to make minor improvements to your Text Content or to delete the Text Content when Inventing Europe has reason to believe or suspect that you are acting in breach of these Terms and Conditions.

#### *Media Content*

- **What it is:** Media content are photographs, drawings, video, audio files and other recorded documents ("Media Content").
- **How it's licensed:** Media Content is licensed under the [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International](#)-license, otherwise known as the "CC BY-NC-ND 4.0-License". Which means that your Media Content can only be used when credited and only for educational or personal uses.
- **How others can use it:** you allow others to use your Media Content within the Inventing Europe environment. Outside this environment Media Content can only be used for educational purposes or individual purposes, with proper attribution to you.
- **How Inventing Europe can use it:** Inventing Europe does not claim any ownership of Media Content you contribute to Inventing Europe. When you contribute Media Content, you do however grant us a royalty free and non-exclusive license to use your Media Content as set out below. This license is separate and different from the Media Content license mentioned above, which applies to **other users'** use of your Media Content. On contributing any Media Content, you agree that we can:

- use your Media Content as part of promotion for our Website (which may change from time to time so you should check back from time to time to see any new services which we add – and if you decide you can always remove your Media Content);
- use your Media Content in press releases, promotional materials and in blog and online coverage in relation to the Website (either directly or through the partners of Inventing Europe);
- amend, copy or delete it in the course of doing so and at our discretion pursuant to any complaints in relation to such Media Content; and
- communicate your Media Content to the public and otherwise make it available through the Website including, without limitation, the publication of your Media Content:
  - as part of downloadable PDF packs and other materials for schools and non-commercial sites;
  - via Inventing Europe social networking pages and tools;
  - at exhibitions in any form on Inventing Europe and at the locations of the partners of Inventing Europe.

We will not commercially exploit your Contributed Content for profit or use it for any purpose unconnected with the Website without first obtaining your prior permission. To the extent that Media Content is used, we will always credit it to the contributor.

#### *Restrictions on use of Inventing Europe's content*

- Your use of the Website grants no rights to you in relation to our (or our licensors') intellectual property rights including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text, ("**Our Content**").
- "**Our Content**" also exists out of all the stories, images and metadata provided by Inventing Europe and Inventing Europe's partners. All the rights of Our Content goes to Inventing Europe or Inventing Europe's partners and may only be used outside of the website when content is credited. Images may only be downloaded in low resolution, and only for personal or educational uses.
- You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute Our Content in any way other than for your own, non-commercial use or for use within the Website.
- Any use of our content other than that permitted under these Terms and Conditions may only be undertaken with our prior express authorization.

#### **8. Limitation on our liability**

The material displayed through the Website that is created by users, is provided without any guarantees, conditions or warranties as to its accuracy.

Whilst we endeavor to ensure that the information provided through the Website (excluding user content) is correct, we do not guarantee that it is complete or accurate; nor do we commit to ensuring that the Website remains available or that the material provided through the Website is kept up-to-date.

Please be aware that the Website is partly a public resource that enables individuals to contribute their own content and version of events, some of which may be inaccurate.

We guarantee the scientific value of the Contributed Content written and edited by the Inventing Europe team and the guest curators, until it is disproved. Contributed Content by other users, however, cannot be guaranteed to be free from errors, omissions or inappropriate content. We cannot be held liable for any contents of or consequences of such material.

It is your responsibility to take precautions and use common sense when using the Website and any Contributed Content or providing any information to others via the Website. Unfortunately, there may be occasions when you may find other Registered Users' or visitors' use of the Website or posted Contributed Content offensive, harmful or deceptive. If you have any complaints regarding another Registered User or Contributed Content, then you should use the complaints process set out in paragraph 11 below.

Whilst we use all reasonable endeavors to correct any errors or omissions in our own posted information as soon as practicable possible after they have been brought to our attention, we do not guarantee that it is correct.

We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features.

We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

We cannot guarantee that the Website will be available uninterrupted and in a fully operating condition due to the nature of the internet and our dependency on other service providers. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.

#### **9. Discussion tool**

Please be aware that when you register your account at Inventing Europe, you will automatically be registered at [Disqus](#) when you join the discussions. Find out their privacy policy [here](#).

By using this discussion tool, we expect you to be relevant to the topic and to be respectful to others.

You agree to refrain from posting any material that:

- violates any laws or legal rights of other persons or entities;
- infringes upon the copyright, trademark, or other intellectual property of others;
- is abusive or prejudiced;
- contains excessive use of foul language or references to adult content;
- contains knowingly false statements, libel, or slander;
- contains spam or unwanted commercial solicitations.

The Inventing Europe team may remove comments at any time.

We do not vouch for or warrant the accuracy or usefulness of any information posted, nor are we responsible for the contents of any message. The comments express the views of the author of the message and do not reflect the opinions of the Inventing Europe team.

All the comments posted in our discussion tool are protected under the creative commons license, as cited in paragraph 7.

## 10. Privacy Policy

Inventing Europe provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use, disclosure and protection of information that apply to the Website, as well as your choices regarding the collection and use of information.

Inventing Europe will ask for your name, e-mail, picture, and biography.

Your e-mail address will not be shared without your consent.

Inventing Europe will never use your personal information for commercial purposes.

## 11. Complaints and Feedback

If you believe that any content made available through the Website is in breach of these Terms (e.g. obscene content) you can report this to us by sending an e-mail to [InventingEurope@tue.nl](mailto:InventingEurope@tue.nl).

If you have any specific complaints about the Website, another Registered User, visitor to the Website or any Contributed Content or any other aspects of the Website then you can contact us at [InventingEurope@tue.nl](mailto:InventingEurope@tue.nl). Please note that we are under no obligation to take any action against a Registered User or other person unless required by law.

### *Copyright Infringement Notification Process*

To file a copyright infringement notification with us, you will need to send a letter or e-mail (e-mail is preferred) to us with all of the following information in it:

- The title of the object concerned and the full URL.
- Explain how the image infringes your copyright.
- Provide your contact information so that we can get in touch with you.

Please note that we will also pass this information on to the submitter of the content concerned so that person can get in touch with you to resolve your complaint directly.

The communication should be sent by email to [InventingEurope@tue.nl](mailto:InventingEurope@tue.nl), or by regular mail to:  
Foundation for the History of Technology (SHT),  
c/o Eindhoven University of Technology,  
IPO-building 2.31  
PO Box 513  
5600 MB Eindhoven  
The Netherlands

## 12. Changes to these Terms and Conditions

We are constantly looking for new ways to improve the Website and to enhance your experience. We therefore reserve the right to amend and develop the Website and these Terms and Conditions at any time. We will post amendments to these Terms and Conditions on the Website and, other than in relation to minor changes which have no detrimental impact on you, send you a notification of such change by email to the email address that you have registered with us, where relevant. All such changes will take effect once they have been posted on the Website and you will be deemed to have accepted any such changes from that date. Please check this page regularly to ensure you are familiar with the current version of our Terms and Conditions as they are binding on you. If you do not accept any changes made in relation to the Inventing Europe Service, then you can exercise your right of termination as set out in these Terms and Conditions or simply discontinue using the Website at any time.

### **13. Governing law**

Inventing Europe is subject to Dutch law. Every disagreement following out of Inventing Europe will be taken to court in The Netherlands, unless the conflicting parties agree to resolve a matter by means of arbitration.

### **14. Enforcement of rights**

If anyone brings any claim or action alleging facts that, if true, constitute a breach of any of the foregoing warranties, you will hold harmless and indemnify us against any liability, whether under judgment, decree, or compromise, and any legal fees and expenses arising out of that claim or action, including.

In case one of the foregoing warranties is breached, Inventing Europe has the right to remove the uploaded material and close the Inventing Europe user account.

Inventing Europe reserves the right, without being required to give notice or without being liable for compensation, and without prejudice to Inventing Europe's right to take further legal action, to remove Content or Metadata or to close an Account if it considers there are grounds for doing so, in particular in, but not limited to, cases in which, in Inventing Europe's opinion, the User breaches provisions of these Terms and Conditions.

### **15. Contact Us**

You may contact us by email at [InventingEurope@tue.nl](mailto:InventingEurope@tue.nl). Only correspondence sent to this email address will be responded to by us at our discretion.