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Erasmus+ Programme
of the European Union



Terms & Conditions

Preamble

The University of Bretagne Occidentale, a French scientific, cultural and professional Public Establishment located 3 rue des Archives - CS 93837 - F29238 Brest cedex 3, France, n° SIRET 192.903.466.00014, code APE 8542Z, represented by Matthieu GALLOU, its President (hereinafter “UBO”) with the frame of The European University of the Seas “SEA-EU” has developed « SEA-EU Around », a matching application accessible on a website at the address <https://sea-eu-around.univ-brest.fr/> or in the form of a mobile application (herein after referred to as “SEA-EU Around”) that may be used by employees and students of the universities members of the SEA-EU (the “Members”) i.e. Cadix University in Spain, UBO, Gdansk University in Poland, University of Malta, Kiel University in Germany, Split University in Croatia (together the “Universities”).

These terms and conditions (hereinafter “the T&Cs”). have the purpose of governing access to and of use of SEA-EU Around Please read them carefully. You understand and recognise that UBO is not party to any agreement, contract or contractual relations, of any nature, entered into between the Members. By creating an account on SEA-EU Around, you recognise having access to, read and accepted all these T&Cs and therefore to become a Member.

1. Role of SEA-EU Around

SEA-EU Around constitutes an online networking on which the Members can create an account, be matched and interact with other users. In using SEA-EU Around and accepting these T&Cs, you recognize that UBO takes no part into any agreement between you and the other Members. UBO has no control over the behavior of its Members as users of SEA-EU Around.

2. Registration on SEA-EU Around and creation of an Account

2.1. Conditions of registration on SEA-EU Around

SEA-EU Around may be used by any Member with an official e-mail address from one of the Universities and UBO will be requested to verify the account creation and grant the access to SEA-EU around.

2.2. Creation of an Account

SEA-EU Around enables Members to fill their profile and view some useful information on the system and to be matched with another Member. You cannot view the information if you are not registered on SEA-EU Around. You cannot contact another Member without having first created an account. To register on SEA-EU Around, you must have read and accepted these T&Cs.

When creating your account on SEA-EU Around, you agree to provide accurate and true information, and to update it through your profile in order to guarantee its relevance and accuracy and enable the good operation of the matching system of SEA-EU Around. You agree to keep secret the password chosen upon creating your account on SEA-EU Around and not to communicate it to anybody. You alone are responsible for the use of your SEA-EU Around account by third parties, unless you have expressly notified SEA-EU Around of the loss on the notification section of SEA-EU Around, the fraudulent use by a third party, or the disclosure of your password to a third party. You agree not to create or use, under your own identity or that of a third party, accounts other than that initially created.

3. Use of the Services

3.1. Interact with another user

As Member, and providing you fulfill the conditions below, you can fill in your profile in order to maximize the chance to be matched with someone corresponding to your expectations. Interaction can then take place on SEA-EU Around, through private message or groups. Members comply to keep a positive, respectful and kind attitude toward other Members. A respectful behavior is mandatory in both cases.

3.2. Review system

3.2.1. Moderation

UBO has no knowledge of the content put online by the Members within the framework of SEA-EU Around services, on which it does not carry out any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider.

Consequently, UBO cannot be held liable for the content, the authors of which they are third parties, and any claim should be directed in the first instance to the author of the content in question.

Content that is harmful to a third party may be notified to SEA-EU Around notification section in accordance with the terms and conditions set out in Article 6 I 5 of Law 2004-575 of 21 June 2004 on confidence in the digital economy i.e. you describe the harmful content, its precise localization, and if it is the case, the electronic address where it is accessible, the legal reason for which you believe the content is harmful, a copy of the correspondence you sent to the person disclosing an harmful content or the justification why you have not been able to send it. UBO reserves the right to take measures in accordance with Article 6 below

You recognise and accept that UBO reserves the right to delete any review, any question, any comment or any response if it deems its content breaches these T&Cs.

3.2.2. Limit

UBO reserves the right to suspend your account or limit your access to its services if you are not respecting these T&Cs.

The suspension will also happen in the case where you are not using the system anymore since at least 6 months.

4. Financial conditions and non-commercial and non-profit purpose of SEA-EU Around

Access to and registration on SEA-EU Around, as well as filling your profile, and interacting with users, is free of charge.

You agree to use «SEA-EU Around» and its services only to be put into contact, on a non-business and non-profit basis, with people wishing to meet, collaborate and interact online or in the frame of a mobility.

UBO reserves the right to suspend your SEA-EU Around account in the case where you are requesting any payment/compensation in the frame of a hosting or welcoming experience. UBO also reserves the right to suspend your SEA-EU Around account, limit your access to SEA-EU Around services, or terminate these T&Cs, in the case of activity by you on SEA-EU Around which, owing to the nature of the services offered, entails a situation of profit for you, or for any reason suggesting to UBO SEA-EU Around that you are generating a profit with SEA-EU Around.

5. Undertaking of all Members of SEA-EU Around

- You recognise being solely responsible for respecting all laws, regulations and obligations applicable to your use of SEA-EU Around. Also, as Member, you agree to keep a positive, respectful and kind attitude toward other users you might be in contact with.

Furthermore, when using SEA-EU Around you undertake:

- not to use SEA-EU Around» for commercial or profit-making purposes and outside the frame of academic works;
- not to send SEA-EU Around (notably upon creation or updating of your SEA-EU Around account) or the other Members any false, misleading, malicious or fraudulent information or content
- not to speak or behave in any way or post any content on SEA-EU Around of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist, revisionist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging activities or the use of illegal substances, or more generally contrary to the purposes of SEA-EU Around as described in article 4 paragraph 2, that may infringe the rights of SEA-EU Around or a third party or contrary to good morals ;
- not to infringe the rights and image of SEA-EU Around, notably its intellectual property rights;

- not to open more than one account on SEA-EU Around and not to open an account in the name of a third party ;
- not to contact another Member, notably via SEA-EU Around, for a purpose other than defined by these T&Cs as set forth in article 4 paragraph 2 ;
- to comply with these T&Cs ;
- to fill in the right information concerning you
- **Not to reproduce of the pages and documents published on the site**
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6. Suspension of accounts, limitation of access and termination

You can terminate your contractual relations with SEA-EU Around at any time, without cost and without reason. To do this, simply go to the “Close my account” tab of your profile page. In the event of (i) breach by you of your commitments in these T&Cs in article 2.1,2.2, 3.1, 4 and 5, UBO reserves the right to:

- terminate these T&Cs binding between you and UBO immediately and without notice
- prevent the posting of or remove any review, message, content, or any content posted by you on SEA-EU Around;
- limit your access and your use of SEA-EU Around;
- temporarily or permanently suspend your SEA-EU Around account.

When this is necessary, you will be notified of the establishment of such measure in order to enable you to give explanations to UBO. UBO will decide, at its sole discretion, whether or not to lift the measures put in place.

7. Duration of the T&Cs

The T&Cs are valid during the use of SEA-EU Around and until the end of the use of SEA-EU Around.

8. Personal data

In the context of your use of SEA-EU Around, you will provide some personal data to create your profile. This data is collected and processed by UBO through SEA-EU Around in order to enable matching among Members, according needs/offers and interests defined by users. Your data will be visible from other Members. Data will be managed by the data protection officer i.e. UBO, who is hosting SEA-EU Around, as long as your profile is active. UBO is located at 3 rue des Archives - CS 93837 - F29238 Brest cedex 3, France, n° SIRET 192.903.466.00014, code APE 8542Z.

UBO shall put in place some measures to secure your data, protect their integrity and their storage.

UBO cares notably that (i) personal datas of the Members shall be not be distorted or damages and that non authorized third parties shall have no access to your personal data. If the storage and processing of data is subcontracted, the subcontractor will be subject to the same rules.

Nevertheless, if an incident occurs having an impact of the the integrity or confidentiality of your personal datas which is known to UBO and that represents a high risk for the rights and liberties of the Member concerned, UBO shall inform the Member on a timely basis and shall communicate to the Member the corrective measures taken or propose to remedy to the violation of personal datas.

The list of compulsory information to fulfill when creating an account shall be : Name and surname, university email address, university, use of the application (meet, collaborate and interact online or in the frame of a mobility)

The list of optional information shall be : profile, picture, gender, field and level of studies, languages spoken and level, center of interests.

In using SEA-EU Around and registering as Member, you recognize and accept the processing of your personal data by UBO in compliance with French Law such as Law n° 78-17 of January 6, 1978 relating to information technology, files and liberties as amended and applicable European law such as General Regulations on Data Protection 2016/679 since May 25, 2018 and the stipulations of these T&Cs. Your data will be masked from the application immediately if you close your account and won't be visible from other users. Your data will then be stored during 6 months by UBO before definitive deletion. If you don't delete your account, data will be stored during 6 months after the last login.

Any information to which the Member has access while using the application has been subject to the agreement of the persons concerned, both during and after access to the application.

Your email address will be used in order to address notifications in case of interaction on the platform. These can be disabled.

In accordance with the French law n° 78-17 of January 6, 1978 relating to information technology, files and liberties as amended and the entry into force of the General Regulations on Data Protection 2016/679 since May 25, 2018, you may exercise your right to access, rectify, delete, limit, transfer, get portability, oppose, or not to get an individual decision based an automatic treatment concerning your personal dates by contacting: contact-sea-eu@univ-brest.fr or the following address : UBO is located at Université de Bretagne Occidentale 3 rue des Archives - CS 93837 - F29238 Brest cedex 3, France.

9. Operation, availability and functionalities of SEA-EU Around

SEA-EU Around shall try as far as possible to maintain SEA-EU Around accessible 7 days a week and 24 hours a day. Nevertheless, access to SEA-EU Around may be temporarily suspended, without notice, owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network. Furthermore, SEA-EU Around reserves the right to modify or suspend all or part of access to SEA-EU Around or its functionalities, at its sole discretion, temporarily or permanently.

10. Limited responsibility and Warranty exclusion

10.1. Obligation and responsibility of the Member

The Member acknowledges having the necessary means to access and use SEA-EU Around. In addition, the Member acknowledges that his computer configuration has no virus, or malware software and it is in a good working order. UBO cannot be held liable for direct or indirect damages caused to the Member computer material in connection with its access to SEA-EU Around.

In addition, each Member is sole responsible for its use of the information supplied by SEA-EU Around and UBO cannot be in any way responsible for any direct or indirect damages in connection with the use of such information by the Member.

10.2. Accessibility and content of the SEA-EU Around

UBO takes the measures at its disposal in order to make sure that the information disclosed on SEA-EU Around are accurate and updated. Nevertheless, UBO cannot, neither represent and warrants that those information is full, nor that they will not be modified by a third party (virus, piracy).

UBO has no responsibility in case of delays, error or omission pertaining to the content and use of SEA-EU Around, or in case of interruption or unavailability of the services of SEA-EU Around.

The information accessible to the Members are disclosed for information ad indication purposes. They do not in any manner engage the UBO responsibility.

11 Hyperlinks

The third party web site, their content and documents accessible through hyperlinks on SEA-EU Around are the sole responsibility of their authors and shall not engage the UBO responsibility.

The Members are not authorized to create an hyperlink on SEA-EU Around to a website or document without UBO express written approval.

12. Modification of the T&Cs

These T&Cs and the laws incorporated by reference express the entire agreement between you and UBO relative to your use of SEA-EU Around and its services. Any other document, (FAQ, etc.) is for guideline purposes only.

UBO may modify these T&Cs in order to adapt to its technological and commercial environment, and to comply with the legislation in force. Any modification to these T&Cs will be published SEA-EU Around with mention of the date of effect, and you will be notified by UBO to approve them before it takes effect.

13. Applicable law – Dispute

These T&Cs are written in English and are subject to French law. Any dispute regarding those T&Cs shall be brought to the jurisdiction of French competent Court.

14. Legal notices

For any question, you can contact– UBO/ SEA-EU Around administration at: contact-sea-eu@univ-brest.fr

15. Data processing and liberties, cookies

The site may use "cookie" techniques that enable it to process statistics and traffic information, to facilitate navigation and to improve the service for the user's comfort. The information is kept only for application purpose and does not permit to identify the Member except for the cookie enabling UBO to re-authenticate the Member on its arrival on Sea-Around to avoid the Member to re-enter his password at each connection. Information concerning you will never be transmitted to third parties.

16. Right of use and intellectual property

The contents of SEA-EU Around are subject to French and international legislation on copyright and intellectual property, both as regards its form (choice of layout, arrangement of materials, means of access to data, organization of data, etc.), and as regards each of the elements of its content (software, texts, images, etc.).

The information published on SEA-EU Around is accessible only to its Members and may be subject to intellectual proprietary rights, and may not be used for commercial or advertising purposes.

Reproduction of the pages and documents published on the Site is not authorized.

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version 1 Dated 05/01/2021.