



Dataverse.BSC.ES Service

Terms of Use

1. Definitions

Access-restricted resources – Resources that are determined as sensitive data by the BSC-CNS Stewards or with a customized data usage license agreement that the Depositor drafts and/or designates for the Submission.

Content – Any information, data, text, software, scripts, graphics, and interactive features found on the BSC-CNS Dataverse application.

Service – the BSC-CNS Dataverse application and all of the available services, functions, and capabilities afforded on the application. The Service provided by BSC-CNS is a support activity, free of charge, without obligation or guarantee of any kind, and which, in no case, can be understood as a service in a commercial or contractual sense.

BSC-CNS Stewards – Administrators that regulate and moderate the submission of Content and the Service.

User – Any individual or entity who owns and/or controls a registered account on BSC-CNS Dataverse.

Author – Users that can submit Content to the Service. Only BSC-CNS employees and BSC-CNS collaborators can be Authors.

External Users – Any individual or entity who owns and/or controls a registered account on BSC-CNS Dataverse that does not belong to the BSC-CNS.

Account – A User-controlled means of access to BSC-CNS Dataverse that is protected by a User-created login username and password, with which Users can obtain access to BSC-CNS Dataverse's uploading and downloading functionalities.

BSC-CNS Dataverse – The repository application server as a whole, including all Services, Content, and related features, but not including any separate Dataverse sites.

Dataverse – A virtual container with which to store research data studies (including datasets and other dataverses) that can be customized and managed by its owner.

Dataset – A study, experiment, set of observations, or publication that is uploaded by a User. A dataset can comprise a single file or multiple files.

Metadata – Accompanying information, either in a separate file or otherwise included in the dataset materials, about a particular dataset or dataverse, including but not limited to Author's name, publishing date, title of data contents, description of contents, and other such related information.



Resources – Any uploaded, submitted, disclosed, distributed, or otherwise posted content by a User, including but not limited to new dataverses, new datasets, Metadata information, custom data usage license agreements, descriptive information for dataset download pages, user guides, and other contributions either originating from the Users or originating from a third-party author who gave permission to the Users to disseminate on the BSC-CNS Dataverse application.

Spamming – Any unauthorized or unsolicited advertising, junk or bulk e-mail, messages, comments, or other communications directly or indirectly stemming from use of the BSC-CNS Dataverse application, including but not limited to comments posted to Author’s dataset pages and messages or other communications sent to User’s email addresses, accounts, or other means of contact.

Site – The BSC-CNS Dataverse application and server.

2. Acceptance of Terms of Use

Before using DATAVERSE.BSC.ES Service (hereinafter “the Service”), each user must have read, understood the Terms of Use described in this document.

By registering, the user agrees to follow these terms and the BSC-CNS [legal notice](#).

All users that submit and download Data or Dataset (hereinafter “Content”), have read and agree to follow the [BSC-CNS Dataverse Deposit Agreement](#).

All users that use the Service must have read, understood and agree with [Harvard Dataverse Repository API Terms of Use](#) and [Harvard Dataverse Repository's General Terms of Use](#).

3. Modification of Terms

The BSC-CNS reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice to Users. In case of modification of this Terms of Use an e-mail will be sent to the Users 15 days before the modification is in effect. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

4. Dataverse Access and availability

The Service is available for researchers, communities and institutions, to share, preserve, and cite research data, but only Authors can submit Data to the BSC Stewards and shall comply with the BSC.CNS Deposit Agreement. The Service is free of charge and it is solely intended for institutional and research. It shall not be used for personal, recreational, political or commercial purposes, in accordance to BSC-CNS Terms of Use. The registration of a new user, if possible, must be by giving an institutional e-mail address. The use of institutional e-mail address is not mandatory for external users.

The BSC-CNS Dataverse complies with the European Accessibility Act (Directive 2019/882) to ensure equal access for users with disabilities. Accessibility requests may be directed to dpo@bsc.es.

4.a Access conditions

Access rights are granted and bound to the user's identity wherever and whenever necessary. Access is granted for an unlimited period (annual reconfirmation which, means enter the Service, status needed). The range of resources which can be accessed and used by the user can be restricted.

These access rights to the Services (required in case of write access or read access to access-restricted resources), as well as the means to use it, are personal, non-transferable, and temporary.

4.b Service

The Service **provides** the User the ability to post Content and display, organize, accept and distribute it by creating a Dataverse. The Service provides you with the ability to post Content to other dataverses administered by other Users. The Service also allows you to share datasets and dataverses with other Users by searching for their first name and last name.

Users are solely responsible at all times for ensuring the adequate backup of all data, information and content on the Service processed, transferred, made available from and/or created on the Service. Users understand that the Service does not include any obligation or responsibility on BSC-CNS to safely backup any Data or ensure the integrity and safety of any Data or protect any Data from loss of use, alteration, destruction, degradation, corruption or damage.

5. Personal data collection and treatment

Logged information, including information provided by the user for registration purposes, is used for administrative, operational, accounting, monitoring and security purposes only. This information may be shared, via secured mechanisms, only for the same purposes and only as far as necessary, to other organizations cooperating with BSC-CNS and for which the user will give explicit consent during registration.

In having an account on the Service, you acknowledge that:

1. Your account details (including first name and last name) are searchable by other Users;
2. Your account details may be recorded when you download datasets, and that information can then be viewed by the owner of the Content and other Users; and
3. Your first name, last name, and affiliation will be displayed on the Service in connection with your Content.

In compliance with the General Data Protection Regulation (GDPR), personal data will be retained only for as long as necessary to fulfill the purposes outlined in this Section. According to the GDPR, personal data will be deleted after 5 years of account inactivity, under the necessity principle. Metadata can be saved for audit purposes. Users shall have the following rights regarding their personal data collected and processed by the Service: Right to Access, to Rectification, to Erasure (Right to be Forgotten), to Restrict Processing, to Data Portability, to Object, to Withdraw Consent. To exercise these rights or for further inquiries about personal data handling, users may contact the BSC-CNS at dpo@bsc.es. In case of breach or international transfer, BSC-CNS will follow what is described in the GDPR.

6. Usage



By accepting the Terms of Use, the User agrees to indemnify and hold BSC-CNS harmless from any claim or demand made by any third party due to or arising out of Content submitted, posted, transmitted or otherwise made available through the Service, use of the Service, connection to the Service, violation of the Terms of Use, violation of Copyrights of third parties and/or violation of any rights of another user.

Each user is accountable for the resource usage made from their account. The User is solely responsible for activity that occurs on the User's Account. Some precautionary measures should be taken by the Users, among which are:

- Maintain and protect secure passwords or other credentials according to best practices and change them;
- Safeguard personal information, passwords and other credentials and authorization codes, and confidential data;
- Take full advantage of file or digital object security mechanisms built into the systems;
- Follow [BSC-CNS security policies and procedures](#), national and international laws and regulations established to control access to and use of data.

Users must respect and follow the legal protection provided by copyright and licensing of software and data as well as intellectual property and confidentiality agreements when downloading the Content.

6.a Confidentiality

User files are personal, even if they are physically accessible.

The Users shall be responsible for maintaining the confidentiality of their password. The User shall never use another user's account without the other user's express permission. The Users must respect the privacy of other users; for example, not to intentionally seek information on, obtain copies of, or modify files, tapes, or passwords belonging to other users.

The User will immediately notify BSC-CNS in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

6.b Inappropriate content

Users shall not use the service in any manner that disrupts the normal use of the Service by other users or impacts the privacy, integrity or security of other users.

Users agree not to:

- Engage in Spamming;
- Cause, introduce, or use software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment, or that are designed or intended to damage or obtain unauthorized access to any system, data files or other information of BSC-CNS Dataverse or any third party;
- Impose an unreasonable or disproportionately large load on BSC-CNS Dataverse's (or its third-party providers') infrastructure.



- Impersonate or attempt to impersonate a BSC-CNS employee, another user or any other person or entity. Use the Service in any manner that could sizably overburden, damage, impair, or interfere with any other party's use of the Service.
- Use any device, software or routine, that interferes or attempts to interfere with the proper working of the Service.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Use BSC-CNS resources to store or access any potentially unlawful or clearly inappropriate content or data.
- Use the Service or its Content and Resources for personal, recreational, political or commercial purposes
- Divulge sensitive data to which the User has access without explicit authorization to do so.
- Submit, post, transmit or otherwise made available through the Service any personal data.

6.c Software protection

Users must respect the legal protection provided by copyright and licensing of software and data agreements when downloading the Content; for example, not to make copies of a licensed computer program to avoid paying additional license fees or to share it with other users.

Users do not acquire any ownership right on the downloaded data and no use license right outside these Terms of Use.

Users can contact datamanagement@bsc.es in case they detect any irregularity with the data uploaded or its use on the server or they consider a decision is unfair. BSC-CNS will under its sole discretion decide upon the Users how to resolve the report.

6.d Content Review and Oversight

The BSC-CNS Stewards review all content uploaded to the Service. However, neither the BSC-CNS Stewards or the BSC-CNS are responsible for verifying the accuracy, legality, or completeness of the content. The User takes responsibility of any Resource or Data obtained from the Service and from their use.

Non-compliant content may be removed at the discretion of the BSC-CNS Stewards in accordance with Section 6 (Sanctions).

7. Sanctions

Users are liable for the consequences of violation of any of the terms of use. Users are responsible for all activity that occurs under their own username.

Any incidents of unauthorized access to, processing of, or disclosure of, the personal information must be reported immediately to BSC-CNS. Any violation being reported and identified will be subject to corrective action, including possible termination of access, legal action, and criminal liability. Users are liable for the consequences of their actions if these are violating any of these conditions of use.

7.b Termination



BSC-CNS is entitled to regulate, suspend or terminate any User's access to the Service. Access rights can be suspended, and access can be immediately denied as soon as the User's position or projects no longer require it under the sole discretion of BSC-CNS. Access rights can also be suspended or terminated if the user abuses the rules defined in this Terms of Use.

BSC-CNS reserves the right, in its sole and absolute discretion, to restrict, suspend, or terminate the access to all or any part of the Service at any time, for violation of this Terms of Use or unauthorized use of the Content and/or the Service, without prior notice or warning, and without liability.

In case Users affected don't agree with the decision, they can contact datamanagement@bsc.es within one (1) month to appeal the decision. The BSC-CNS must answer the appeal in thirty (30) days with a reasoned decision. That decision will be final.

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

8. Warranties

All Content and Resources are provided "AS IS" and "AS AVAILABLE" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Without limiting the foregoing, BSC-CNS Dataverse does not warrant that: (a) the Content are timely, accurate, complete, reliable or correct in their posted forms on the service; (b) the service will be secure ; (c) the service will be available at any particular time or location; (d) any defects or errors will be corrected; (e) the site, content or any Content are free of viruses or other harmful components; (f) the results of using the service will meet your requirements. Your use of the service and any content is solely at your own risk; or (g) data and service may be lost.

8.a Dataverse Project API

The Service is given as a third-party without any affiliation status in relation to the Harvard Dataverse Repository and there is no special relationship with the Harvard Dataverse Repository outside of the ones arising out of the obligations agreed upon from this Terms of Use, the Harvard Dataverse Repository General Terms of Use and agreements; therefore they will not be held responsible or liable (in whole or in part) for any suits or damages incurred by the BSC-CNS Dataverse application owners, administrators, and affiliates.

9. Liability

Users are always solely responsible for ensuring the adequate backup of all data, information and content on the Service processed, transferred, made available from and/or created on the Service. Users understand that the Service does not include any obligation or responsibility on BSC-CNS to safely backup any Content or ensure the integrity and safety of any Content or protect any Content from loss of use, alteration, destruction, degradation, corruption or damage.

In no event shall BSC-CNS and its affiliates, directors, employees, agents, partners, or suppliers, be liable under contract, tort, strict liability, negligence or any other legal theory with



respect to the service or any content or user submissions (i) for any direct damages, or (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever.

The User will hold BSC-CNS harmless from and against any and all loss, cost, expense, liability, or damage, arising from i) User's use or misuse of the Service; (ii) User's access to the Site; (iii) User's violation of the Terms of Use; or (iv) infringement by the User, (v) or any third party using User's account, of any intellectual property or other right of any person or entity, including but not limited to infringements upon any and all representations made by the User in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

However, nothing in these Terms of Use excludes or limits liability for gross negligence, intentional misconduct, or any other liability that cannot be excluded under applicable laws, including but not limited to the EU Digital Services Act and Spanish consumer protection regulations.

10. Dispute Resolution

These Terms of Use and any Content or Resource shall be governed by and interpreted in accordance with the laws of Spain, without taking into consideration from where the Content or Resources are downloaded or used. All disputes under these Terms of Use will be resolved in the courts of Barcelona, Spain. The User consents to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

11. Miscellaneous

The BSC-CNS may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect outside the specified terms of this Agreement.

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

Where provisions in the Harvard Dataverse Terms conflict with Spanish/EU law, the latter shall prevail. Acceptance of Harvard's terms does not override user rights under applicable Spanish/EU regulations.

Terms of Use for BSC-CNS users

The BSC-CNS users have the right to access the Service. The use of the Service follows the same [Terms of Use](#) of BSC-CNS services and resources.