



**DestinE Platform**

**serco**

# DestinE Platform Terms and Conditions (T&C)

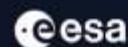


**Destination Earth**

Funded by  
the European Union



Implemented by



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# 1. Definitions

The following terms will have the meaning indicated below in the T&Cs:

Account	means the access granted to DestinE Platform Services via an identification page (email and password)
Agreement	means these terms and conditions and their amendments if any
Application	a computer program designed to perform a group of coordinated functions, tasks or activities.
Affiliates	means in relation to a Party, any corporation controlling (directly or indirectly) or under common control with that Party
Content	means software (including machine images), data, text, audio, video or images;
User	means any individual or entity that directly accesses or uses DestinE Platform;
Italian Consumers Code	means the Italian Legislative Decree 6 September 2005, No. 206;
Losses	means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees);
Party/Parties	refers to Serco and the User either individually or collectively
Personal Data	designates any information relating to an identified or identifiable natural person ("Data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic cultural or social identity
DestinE Platform	An open ecosystem of services, enabling users to discover, access and exploit the DestinE data and resources. It covers the infrastructure, data and functionality operated by Serco to support the provision of DestinE Platform services to users i.e. the Core services.
Non-Registered Users	Users who are not registered in the DestinE Platform Identity and Access Management tool.
Registered Users	Users who are registered in the DestinE Platform Identity and Access Management tool.

Registered Users Granted Upgraded Access	<p>A registered user whose upgraded access to DestinE has been validated by the European Commission.</p> <p>Users Granted Upgraded Access are the following categories: Public authorities, Academia and Research, SMEs and start-ups, Third-country public authorities, DestinE Entrusted Entities' staff and DestinE Entrusted Entities' contractors.</p>
Serco Confidential Information	<p>means all non-public information disclosed by Serco, its affiliates, business partners or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Serco Confidential Information includes: (a) non-public information relating to Serco or its affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between the Client and Serco or Serco's affiliates. Serco Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the User at the time of the User's receipt from Serco; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the User without reference to the Serco Confidential Information;</p>
Serco Content	<p>means content Serco or any of its affiliates make available in connection with the DestinE Platform to allow access to and use of the DestinE Platform Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by Serco personnel). Serco Content does not include the DestinE Platform Service(s) or Third-Party Content;</p>
Serco Trademarks	<p>means any trademarks, service marks, service or trade names, logos, and other designations of Serco and its affiliates that we may make available to the User in connection with these T&amp;Cs;</p>
DestinE Platform Service(s) or DestinE Platform Registered Services	<p>means the service offering(s) that will be registered by the DestinE Platform</p>
Service Content	<p>Provider means content made available to the User through a DestinE Platform Registered Services</p>

Service Provider	means any User who provides a Service as part of the registered DestinE Platform services
Website	refers to the website created by Serco to access DestinE Platform Web Services <a href="https://platform.destine.eu">platform.destine.eu</a>

## 2. Subject matter of the contract and area of applicability (General Information)

1. These T&Cs wants to inform the User on the terms of use of the DestinE Core Service Platform accessible through the website [platform.destine.eu](https://platform.destine.eu) (the "DestinE Platform"), whether as a guest or registered user (the "User"). Please read these T&Cs carefully before navigating the website. By using the site, the user agrees to these terms of use. T&Cs apply both to Users (as Registered Users) and to those who act as Service Providers.
2. This Agreement grants the User the right to access the DestinE Platform, as well as the right to the use of *DestinE Platform* Registered Services.
3. Specific terms and conditions may be entered to use some DestinE Platform Registered Services, including for services provided by Third Party Providers.
4. The DestinE Platform is operated by a group of European economic operators led by the company Serco Italia S.p.A. (having its registered office at Viale dell'Astronomia 13, 00144 Roma Italy, VAT No. IT 01524751003, Fax No. +39 (06) 941 94 26, e-mail address [desp-support@serco.com](mailto:desp-support@serco.com) ) – hereto referred as "Serco"). The DestinE Platform has been created and developed within the "*Destination Earth – DestinE Core Service Platform Framework – Platform & Data Management Services*" Contract, a contract funded by the European Commission for the implementation of the Destination Earth initiative under the "Digital Europe Programme".

## 3. DestinE Platform Services

1. The service covered by the T&Cs includes all data, functionalities Applications, services, technologies or other functionalities offered via the DestinE Platform, and distinguishes between the services accessible by:
  - a. Non-Registered Users, who will be offered with the following Services:
    - i. Access to news, general information, discovery of the data offer, selected services, and information on DestinE Platform Services available through the Service Registry, without the possibility of accessing them.
  - b. Registered Users, who will be offered all the above, plus Services:

- i. full access to the DestinE Platform knowledge base Web Portal (webinars, documentation, user guides, training material), and to information on the access modalities and useful contacts.
    - ii. access the online discussion platform (Forum) with his/her username and write contents/posts, share information and provide feedback/suggestions to the registered services;
    - iii. contact the Service Desk for any information and request, open and update tickets;
    - iv. access the user profile section to modify personal information in the dedicated IAM Service form;
    - v. request the removal of its own account (GDPR "right to erasure");
    - vi. access to and use of DestinE Platform services with the exception of DestinE Services exclusively reserved to Registered Users Granted Upgraded Access;
    - vii. access the Executive Dashboard restricted area.
  - c. Registered Users Granted Upgraded Access, who will be offered all of the above, plus:
    - i. Access to the reserved DestinE Services and DestinE data
2. If the User registers on the DestinE Platform for an entity, the individual completing the registration to the DestinE Platform represents to have legal authority to bind that entity and the terms of the T&Cs will be meant to bind any employee, officer and individual using the DestinE Platform on behalf of that entity.

## 4. Registration and ordering

User's Account-Provisions applicable to the Registered users and Registered Users Granted Upgraded Access.

### 4.1 Registered Users

1. With reference to the Registered Users, the User shall set up an Account associated with a valid email address to be able to register on the DestinE Platform. The User needs to ensure that the data provided with its Account (name, surname, e-mail address) are correct and complete and to promptly update them through the Account functionalities.
2. The Registered User is responsible for all activities that occurs on its Account, regardless of whether the activities are authorized or undertaken by the User, its employees or a third party using the User's Account, including its contractors or agents.
3. The Registered User is obliged to diligently and confidentially store the log-in credentials and keys to get access to its Account on the DestinE Platform and to promptly notify Serco when it believes that its log-in credentials and keys have been unlawfully disclosed to a third party or used in an unauthorized manner. Within the limits provided by the law, Serco is not liable for their unauthorized usage or access.

4. Log-in credentials to get access to the Account and keys generated to get access on the DestinE Platform are for the Registered User's internal use only and the Registered User shall not sell, transfer or sublicense them to any other entity or person, except for the possibility to disclose the key to the User's agents and subcontractors performing work on the Register User behalf.

## 4.2 Registered Users Granted Upgraded Access

1. To request the Upgraded Access, Registered Users need to ensure that the information provided within its Account (name, surname, e-mail address) is correct, complete and up to date.
2. The European Commission grants the User personal access to the DestinE Services for Users Granted Upgraded Access and DestinE Data strictly for official use within the scope of activities of the User, subject to the User's acceptance of these Terms and Conditions and of the Terms and Conditions for Destination Earth (DestinE) users granted upgraded access
3. The Users' access rights are linked to their personal accounts and are non-transferable.
4. The User may only create and distribute services/applications/tools/data from which the original DestinE Data cannot be retrieved or reverse engineered.
5. The User shall not use the DestinE Services for Users Granted Upgraded Access and DestinE Data or any associated data, software, documentation, or other information for any purpose that contradicts the purposes outlined in Articles 2.1 and 2.3 without the prior written consent of the European Commission.
6. The User shall not reproduce, distribute, license, transfer, assign, sell, disclose to, or otherwise forward the DestinE Data or any associated data, software, documentation, or other information to any third party without the prior written consent of the European Commission.

## 5. User' duties and responsibilities

1. All Users can access the materials and any Content made available to their user categories, as described in paragraph 2.3, by the DestinE Platform, (the "DestinE Platform Content") in accordance with all applicable laws, rules and regulations applicable to the User's use of the DestinE Platform and the DestinE Platform Services, without breaching the rights of Serco, its partners, its licensors and third parties and in compliance with these T&Cs, DestinE Platform Code of Conduct (DCoC), Terms and Conditions for Destination Earth Users Granted Upgraded Access and the legal notice on the use of DestinE for all DestinE users.
2. Service Providers shall ensure that all Users comply with the User's obligations under this T&Cs. This is ensured by the fact that Users can use DestinE Platform services after authentication and authorization, guarantee by the DestinE Platform IAM Service. At User registration, he/she shall accept the DestinE Platform T&C. If the Service Provider becomes aware of any breach of the terms of this T&Cs by an User, it shall immediately notify Serco and suspend access by such User to User Content and to the DestinE Platform.

3. Service Providers shall ensure that only users granted by the European Commission can access to the DestinE Services for Users Granted Upgraded Access and DestinE Data.

## 6. Service Provider duties and responsibilities

1. Whether a User becomes a Service Provider following a successful onboarding procedure set out in the DestinE Platform Web Portal
2. The Service Provider shall be responsible for:
  - a. the development, content, operation and maintenance of its Service Content on the DestinE Platform;
  - b. the accuracy, quality, integrity, legality, reliability, appropriateness, ownership of all of its Service Content
  - c. the technical operation of its Service Content;
  - d. obtaining and maintaining any equipment or ancillary services needed to access and/or use the DestinE Platform, including without limitation, modems, hardware, software, sufficient secure Internet connection and bandwidth, and long distance or local telephone services, and any fees associated therewith;
  - e. ensuring that its Service Content are not corrupt in any way and does not contain any viruses;
  - f. administering security of its Service Content within the DestinE Platform (i.e. configuring User access rights);
  - g. applying adequate industry "best practice" standards to ensure the highest security for integration between the Service Content and the DestinE Platform.
  - h. all activities occurring during the use of the Service Content;
  - i. any claim relating to the Service Content, especially if it infringes any legal rights (including any Intellectual Property Rights);
  - j. notifying Serco within twenty-four (24) hours if has reasonable grounds for believing that there has been any unauthorized access to or use of the User Accounts or any password or if the User Accounts information is lost or stolen or any other known or suspected breach of security.

## 7. License on Platform Services

1. User acknowledges and agrees that the DestinE Platform Content in the form of, among others, software, text, images, graphics, sounds, animations buttons, icons and videos, including the arrangement thereof, are protected by the applicable copyright and other intellectual property rights laws, and that Serco and its partners own the rights there to as owner or licensors. By accessing the DestinE Platform Content, user acknowledges that such DestinE Platform Content

may be subject to data and products policies, set forth by Serco, its partners or Service Providers. Users will be responsible to comply with those policies.

2. Subject to the terms of this T&Cs, Serco grants the User a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use Platform Services solely in accordance with this T&C, the T&C for users granted upgraded access set by the European Commission and the legal notice on use of DestinE for all DestinE users.;
3. The User will not use the DestinE Platform Services in any manner or for any purpose other than as expressly permitted by these T&Cs and the European Commission Terms & Conditions for users granted upgraded access. Also, the User will not,
  - a. modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Serco Content included in DestinE Platform Services;
  - b. reverse engineer, disassemble, or decompile DestinE Platform Services or apply any other process or procedure to derive the source code of any software included in DestinE Platform Services, save for what provided by applicable laws,
  - c. access or use DestinE Platform Services in a way intended to either avoid incurring fees, exceeding usage limits or quotas, or perform further fraudulent conducts, or breach the terms of this T&Cs, the European Commission Terms & Conditions for users granted upgraded access or applicable laws; or
  - d. resell or sublicense Platform Services

## 8. Blocking and deactivation of an account

1. If and to the extent that the User uses his/her Account contrary to the duties stated in clause 2.7. or in cases of other serious infringements of any duty or in case of legitimate grounds for suspecting a culpable infringement of a duty, Serco reserves the right to block access to User Account temporarily and/or to deactivate it.
2. If and to the extent that it comes to Serco' attention that third parties are using the User' Account or if the User suspects any fraudulent use of his/her account, Serco reserves the right to block access to User Account to the extent necessary and/or to deactivate it in order to prevent improper use by third parties. Serco is authorized to act in this way only if there are grounds for suspecting improper use by a third party.
3. The User shall be notified without undue delay when his/her Account has been blocked or deactivated.
4. Should the User Account be inactive for a period of six (6) months, Serco reserves the right to deactivate it.

## 9. Terms and Termination

1. Serco and its partners may, upon written agreement from the European Commission via the European Space Agency, terminate or suspend the User's access at their discretion for any reason with a 30-day prior written notice to all or part of the DestinE Platform, and immediately in case of breach of any term of these T&Cs, the European Commission Terms & Conditions for users granted upgraded access, the legal notice on use of DestinE for all DestinE users or of the DestinE Platform Code of Conduct that is not cured within 15 days from the occurrence of such breach.
2. The User has the right to withdraw free of charge and at any time from the T&Cs, either by permanently deleting the Account (in respect of Registered Users) or by not using the DestinE Platform Services (for the non-registered Users). After termination of the T&Cs or termination of the Services, these T&Cs shall continue to apply and shall continue to govern the terms of the DestinE Platform Services before termination.

## 10. Warranties

1. Serco and its partners do not warrant that:
  - a. the DestinE Platform will be compatible with User devices and will be free from any interruptions or errors;
  - b. the DestinE Platform, the DestinE Platform Services and the Content do not infringe any third-party rights, including intellectual property rights;
  - c. the DestinE Platform Services and any information obtained through them meet the User's needs or expectations; and
  - d. the results obtained through the use of the DestinE Platform Services are reliable.
2. The User warrants that have full power and authority to enter into this Agreement;
3. The User understands and appreciates the risks and costs inherent in this Agreement and his/her rights and obligations;
4. The User understand the terms of this Agreement and endorse those terms and conditions;
5. The User has all rights in his/her Service(s) necessary to grant the rights contemplated by this Agreement;
6. The User shall conduct his/her business in accordance with good ethical standards and in compliance with the processes required under the applicable laws.
7. Save as otherwise expressly stated in this agreement, the User acknowledges that the DestinE Platform is provided on an "as is" and "as available" basis and, accordingly Serco its partners and its subcontractors, suppliers and licensors expressly disclaim any and all warranties of any kind or nature to the fullest extent permitted by law, whether express, implied, statutory or otherwise, relating to the DestinE Platform, including without limitation any warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose or quiet enjoyment, together with any warranties arising out of any course of dealing, usage or trade. In

addition, Serco, its partners and its subcontractors, suppliers and licensors make no representation or warranty that the DestinE Platform will be uninterrupted, timely, error-free, free from harmful components or that all errors can be corrected, or that any content (including the user service(s)) will be secure or not otherwise lost or damaged.

## 11. Limitation of Liability

1. Save for the cases of gross negligence and wilful misconduct Serco, its partners, its affiliates, their employees, directors and stakeholders will not be liable for
  - a. indirect and consequential damages suffered by the User or licensors and or caused to third parties by the User conduct and/or omissions not attributable to Serco and its partners. This is without prejudice to cases of gross negligence or wilful misconduct which cannot be waived by contract.
2. Serco and its partners will not be liable for delays, interruption and lack of provision of Platform Services due to force majeure events and in general any event that is outside its reasonable control.

## 12. Indemnification

1. Users undertakes to defend, indemnify, and hold harmless Serco and its partners, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning:
  - a) their usage of the DestinE Platform;
  - b) the breach of these T&Cs or violation of applicable law by the User;
  - c) any breach of third parties' rights.
2. Serco and its Partners will have no obligations or liability arising from the Users' use of the DestinE Platform Services and DestinE Platform Content after Serco and its partners have notified the User to discontinue such use.

## 13. Marketing

1. Each Party has right to advertise the fact that it uses the DestinE Platform and to use a Party name and logo on its communication channels.
2. Should a Party notice improper use of its name and/or logo, it shall have to right to request the other Party to remove it immediately from the communication channels used.
3. Each Party shall display the European flag (emblem) and funding statement (translated into local languages, where appropriate).
4. Written communications shall indicate the following disclaimer (translated into local languages where appropriate): "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the

European Commission. Neither the European Union nor the European Commission can be held responsible for them”.

## 14. Data Privacy

1. Serco will process the Users’ personal data in compliance with the EU regulations, Privacy Policy and cookie policy available on the DestinE Core Service Platform.
2. The User refers to the Privacy Policy to understand how Serco collects and use Personal Data in compliance with the latest European General Data Protection Regulation (GDPR).
3. Serco will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the User data, as provided for under this Agreement.
4. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the User data by any third party or Serco personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the provisions of this Agreement, or (c) as expressly permitted in writing by the User 16.3. The User shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Personal Data as provided for under this Agreement. Those safeguards shall include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Data by any third party or its personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as required by law in accordance with the provisions of this Agreement, or (c) as expressly permitted in writing by Serco or the User.
5. Serco and ESA privacy policies are available at the following link: <https://platform.destine.eu/privacy-policy/>

## 15. Changes to the agreement

1. Upon written agreement from the European Commission via the European Space Agency, Serco and its partners can change or discontinue the DestinE Platform or change or remove functionalities of the DestinE Platform at any time, also due to regulatory changes. In such cases, Serco and its partners will notify in advance the material changes or its discontinuation.
2. Upon written agreement from the European Commission via the European Space Agency, Serco Consortium reserves the right to amend at any time these T&Cs with a prior 30 days’ notice to Users. In such case, if the User does not want to accept the new version of the T&Cs, it shall terminate the use of the DestinE Platform before the date when it becomes effective.

## 16. Transfer of rights (Consumers’rights)

1. The provisions of this Section 2.16 apply only to Users that fall under the category of “consumer” pursuant to the Italian Legislative Decree 6 September 2005, No. 206 (the “Italian Consumers Code”).
2. Save for the right of the User to bring a claim before the courts of its place of residence, the User is informed herewith in compliance with article 14 of the EU Regulation 524/2013 that the EU

Commission set up a platform for the online dispute resolution that can be accessed at this link [Online Dispute Resolution | European Commission \(europa.eu\)](#) and that can be used by Users to sort disputes with Serco and its partners that can be contacted at the following address [desp-support@serco.com](mailto:desp-support@serco.com)

3. Users that are consumers should be aware that the Sections of these T&Cs that unfair under the terms of the Italian Consumers Code may be void pursuant to article 36 of the Italian Consumers Code.

## 17. Dispute of Resolution

1. Notwithstanding anything else contained herein, any dispute between the Parties arising out of or relating to this Agreement shall be resolved in accordance with this clause.
2. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve the dispute informally, as follows:
3. Every effort should be made to resolve all disputes at the lowest possible level of authority, through normal channels and procedures.
4. If the Parties fail to agree, then upon the written request of either Party, each Party within five (5) business days, will designate an authorized representative, whose task will be to meet for the purpose of endeavouring to resolve such dispute within sixty (60) days.
5. The designated representatives shall meet as often as the Parties reasonably deem necessary and shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
6. If any dispute cannot be settled by negotiation, the Parties shall in good faith, seek to resolve that dispute through competent Italian courts
7. The Parties agree that any written statements which will be prepared in connection with settlement negotiations will be confidential and shall not be used against the Party who prepared such statement unless it is subsequently introduced by the preparing Party in the formal proceedings.
8. This clause will not be construed to prevent a Party from instituting, and each Party is authorized to institute, formal proceedings earlier to:
  - avoid the expiration of any applicable limitations period; or
  - to preserve a superior position with respect to other creditors to disputes;
  - restrain the other Party from doing any act or to compel the other Party to do any act;
  - to settle any claims relating to ownership of Intellectual Property Rights.
9. Each Party shall continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiry of this Agreement.

## 18. Miscellaneous

1. The User is not entitled to assign or otherwise transfer any of its rights and obligations under these T&Cs, without Serco's and partner's prior written consent. Any assignment or transfer in violation of this Section 2.18 will be void.
2. These T&Cs are governed by Italian law, without reference to conflict of law rules. Any dispute arising from this Agreement will be subject to the exclusive jurisdiction of the courts of Rome (Italy).
3. If any portion of these T&Cs is held to be invalid or unenforceable, the remaining portions of these T&Cs will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these T&Cs but the rest of the T&Cs will remain in full force and effect.
4. Serco, its partners, its affiliates, licensors and subcontractors are not subject to any obligations, do not provide any representation and warranty also in relation to the DestinE Platform that is not expressly provided by either the T&Cs or statutory law which cannot be derogated by the terms of these T&Cs.
5. Serco and its partners may provide any notice to the User under these T&Cs by either posting a notice on the Serco Site or sending a message to the email address then associated with the User's Account. Notices we provide by posting on the DestinE Platform Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is the User's responsibility to keep its email address current. The User will be deemed to have received any email sent to the email address then associated with the User's Account when we send the email, whether or not the User actually receives the email. The User can send a notice to Serco by sending it via email to the address [desp-support@serco.com](mailto:desp-support@serco.com) and such notice will be meant to be received by Serco following the delivery by Serco of a notice of receipt to the User.

## 19. Entire Agreements

1. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties which supersedes all proposals or prior agreements, oral and written, and all other communications (whether negligently or innocently made) between the Parties relating to its subject matter.
2. The Parties acknowledge that no reliance is placed on any representation, warranty, statement, undertaking or expression of opinion (whether negligently or innocently made) which is not expressly set out in this Agreement unless fraudulent. Each Party shall not have any right or remedy against the other Party arising out of or in connection with any such representation, warranty, statement, undertaking or expression of opinion unless fraudulent.
3. All warranties, conditions and other terms implied by applicable law are excluded to the fullest extent permitted by law.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Client declares to have read and understood and expressly accept this document.