

TERMS AND CONDITIONS OF SERVICE - CODE OF CONDUCT

1. TERMS AND CONDITIONS OF SERVICE

DG HOME and the content manager manage and control the CIWIN content. The opinions expressed are those of the user(s) only and should not be considered as representative of the European Commission's official position.

A user account will be created after the authorisation for access has been given by the Member States and/or the Commission. You will be given a username and password. You are responsible for maintaining the confidentiality of the username and password and also for all the activities which take place under your account.

You agree to immediately notify CIWIN managers about any unauthorised use of your password, account or about any breach of security of which you become aware.

Under no circumstances will the European Commission be liable for any indirect or consequential loss of your username and/or password.

CIWIN provides you information resources and bulletin board services, chat areas, news groups, forums, communities, calendars, and/or other messages (collectively, "Communication Services") designed to enable you to be informed, upload information and communicate with others.

The navigation and main content on CIWIN is made available in English. You may upload content in other EU languages.

2. MODIFICATIONS OF CIWIN'S TERMS AND CONDITIONS OF SERVICE

The European Commission reserves the right to change the terms and conditions of service under which CIWIN is offered.

3. LINKS TO THIRD PARTY SITES

CIWIN may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of CIWIN and CIWIN is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CIWIN is not responsible for webcasting or any other form of transmission received from any Linked Site. CIWIN is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CIWIN of the site or any association with its operators.

4. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of CIWIN, you warrant to CIWIN that you will not use CIWIN for any purpose that is unlawful or prohibited by these terms and conditions of service. You may not use CIWIN in any manner which could damage, disable, overburden, or impair CIWIN or

interfere with any other party's use and enjoyment of CIWIN. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through CIWIN.

5. CODE OF CONDUCT

When using CIWIN you agree:

- 1. to upload**, modify or delete only the documents that you have uploaded unless working with other users on draft documents;
- 2. to upload** web-links rather than documents when this is requested by the editor;
- 3. to use** the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.
- 4. not to** upload, use, publish distribute, disseminate or transmit information or material protected by intellectual property laws or by rights of privacy of publicity (includes copyright, trademark, patent or other property right of any party) unless you own or control the rights thereto or have received all necessary consents. This includes unprotected know-how and inside information or confidential information disclosed in the course of employment or under a confidentiality agreement;
- 5. not to** publish or post on the web information resources that have not been published or posted by their authors on the web; they can only be shared on CIWIN with other users and disseminated with the authorisation of the author of the information resource;
- 6. not to** falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 7. not to** advertise or offer to sell or buy any goods or services for any business purpose;
- 8. not to** publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- 9. not to** forward junk email, spam, surveys, contests, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- 10. not to** upload files or material that you know, or have cause to suspect, to contain viruses, worms, trojans or corrupt data that may damage the operation of CIWIN or another's computer;
- 11. not to use** CIWIN in any manner that could damage, disable, overburden or impair CIWIN or interfere with any other party's use of CIWIN;
- 12. not to** harvest or otherwise collect information about others, including e-mail addresses, without their consent;

13. not to attempt to gain unauthorised access to any of the other accounts, computer systems or networks connected to CIWIN through hacking, password mining or any other means;

14. not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Comments which contain e.g. commercial messages, xenophobic or hatred speech, predatory behaviour, threats or harassment will be deleted.

Action can be taken against an account that breaks the rules of conduct. Continued abuse will result in a permanent ban from the access to CIWIN. The European Commission has the right to terminate users' access to CIWIN for any breach of the terms and conditions of service.

The European Commission reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

The Commission may also at any time, at its sole discretion, discontinue the CIWIN Services or any part thereof without prior notice and it will not be held liable to the users or any third party for any termination of their access to CIWIN.