**Terms of Service**

These Terms of Service govern the SafeMa Virtual Learning Environment (hereinafter referred to as the 'VLE') which is owned and operated by the members of the SafeMa project's Consortium (hereinafter referred to as the 'Partners'). You should not access or use this VLE until you have carefully read and agreed to the following Terms of Service.

**Use of the VLE**

In order to participate in SafeMa Online Courses or access any online resources offered by the VLE you must first carefully read and agree to these Terms of Service, Honour Code and Privacy Policy (collectively 'Terms'). BY ACCESSING AND PARTICIPATING IN THE VLE, YOU HAVE INDICATED THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY AND COMPLY WITH THEM. If you do not agree to be bound by these Terms, please promptly exit the VLE.

THE MEMBERS RESERVE THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND WILL PUBLISH NOTICE OF ANY MODIFICATIONS ON-LINE AT THIS VLE. BY CONTINUING TO ACCESS THE VLE AFTER NOTICE OF SUCH MODIFICATIONS HAS BEEN PUBLISHED, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THEM.

**User Age and Eligibility**

Participation in the VLE and SafeMa Online Courses is restricted to those individuals who have registered, who are 18 years of age and over, emancipated minors, or those who possess parental or legal guardian consent, and who are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations and warranties herein. By accessing the VLE you affirm that you are at least 13 years old and meet the eligibility requirements. This VLE is not intended for children under 13. If you are under 13 years of age, do not use the VLE. If you have questions about your eligibility, please contact us at team@read-lab.eu. Certain courses may also have additional eligibility requirements as specified in the specific course description. If you are not eligible for registration and participation or do not agree to the Terms, you may not use the VLE.

**Access to the VLE**

While portions of the VLE may be available to the general public, portions of the VLE are restricted to registered users who meet eligibility criteria. You agree that you will not access any registration-only portions of the VLE if you do not meet the eligibility requirements. The Members are not responsible for any delay, inability or failure to access the VLE due to any cause, including but not limited to acts of God, natural disasters, government orders, labour unrest, malfunction of user hardware or software, interruption in internet service, loss or corruption of data, and unanticipated suspension or cessation of service from any underlying service provider.

**User Accounts**

In order to create a user account, you must provide your full name, an email address, your country or region of residence, a public username, and a user password. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g. level of education, year of birth). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current. We care about the confidentiality and security of your personal information. Please see the Privacy Policy for more information about the collection and use of data on the SafeMa VLE.

**Course Modification or Cancellation**

The VLE, including the course materials, may contain errors and omissions. We reserve the right to correct errors or omissions without prior notice. We also reserve the right to cancel, discontinue, reschedule, delay, change instructors or modify any course or service.

**License to use VLE Materials**

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**Modifications to VLE**

The Partners reserve the right, for any reason or no reason, in their sole discretion and without notice, to terminate, change, suspend or discontinue any aspect of the VLE, including without limitation, information, data, text, music, sound, photographs, graphics, video, messages, courses, Materials, features and/or hours of availability, and we will not be liable to you or to any third party for doing so. We may also impose rules and limits on the use of the VLE or restrict your access to part, or the entire, VLE without notice or penalty.

**Rules for Online Conduct**

You agree to use the VLEs in accordance with all applicable laws. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the VLE. You further agree that you will not email or post malicious or harmful content anywhere on the VLE, including without limitation the following:

• Content that defames or threatens others;

• Harassing statements or content that violates federal or state law;

• Content that discusses illegal activities with the intent to commit them;

• Content that is not your own, or infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets;

• Content related to partisan political activities;

• Material that contains obscene (i.e. pornographic) language or images;

• Advertising or any form of commercial solicitation or promotion, including links to other VLEs;

• Content that is otherwise unlawful;

• Intentionally incomplete, misleading or inaccurate content.

**Violations of the Honour Code**

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the VLE without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

**Security Rules**

Violations of system or network security may result in civil or criminal liability. The Partners will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the use or users who are involved in such violations. You agree that you will not violate or attempt to violate the security of the VLE, including without limitation: attacking, probing, scanning or testing the vulnerability of, breaching security of, disrupting, disabling or harming the VLE, or servers or networks connected to the VLE using the VLE via any automated means, such as a screen-scraper or robot. This is not intended to exclude the use of assistive technology for your own use, such as screen-readers.

**Content Disclaimer**

The text and other material on the VLE may include the opinion of the specific instructor and are not statements of advice, endorsement, opinion, or information of the Partners. If you feel you might be offended by the content of the VLE, you should not continue. VLE may also include the personal opinions and other expressions by Users who post entries on a wide range of topics. Neither the content of the forums, nor the links to other web VLEs, are screened, approved, reviewed or endorsed by the Partners or any other related entity. Although the Partners have the right to remove content from the VLE, block access, or take other action with respect to the material in their sole discretion.

**User Content**

You may be permitted to submit and distribute materials in connection with an online course ('User Content'). You represent and warrant that any material you submit to the VLE, instructors or other Users is accurate and complete and will not violate or infringe the rights of any third party, including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights. You represent and warrant that you have all the necessary rights and licenses to use the material and to permit use of the material by the Partners and other researchers. You agree that, if a third-party claim that any material you have contributed to a VLE is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. Although the Partners do not monitor the content of the VLE, they have the right to remove material from the VLE, block access, or take other action with respect to the material in their sole discretion.

**Grant of license**

By your submission of any material in connection with this course, you hereby grant the Partners an irrevocable, non-exclusive, royalty free, fully transferable, worldwide license to use, disclose, reproduce, distribute, prepare derivative works of, publicly perform, publicly display and provide to other researchers any such submission. You hereby grant Users in your online course a license to use your User Content (including the right to copy, modify and distribute such content) in conjunction with their participation in the course.

**User Status and Certificate of Accomplishment**

You agree and acknowledge that your access to the VLE, participation in an online course and your agreement to these Terms do not confer any right to access or use the resources of the Partnerts or establish any relationship with them or their instructors beyond the VLE, that you are not enrolled, admitted or in attendance at any of the Partners and that you are not entitled to any student or academic grievance procedures. You agree that no joint venture, partnership, employment, or agency relationship exists between the Partners and you as a result of these Terms or your use of the VLE. Subject to satisfactory performance and course completion, you may receive a Certificate of Accomplishment ('Certificate') signed by the instructor(s). The Partners reserve the right to determine whether a Certificate will be issued for the online course and the nature of the information to be provided in the Certificate. You acknowledge that any Certificate will not confer any academic credit, grade or degree. You further acknowledge that instructors of any online course are not required to participate in any attempts to get the course recognized by any educational or accredited institution.

**International Use and Consent to Processing**

The Partners control and operate this VLE within SafeMa countries (based on the Project N°: 598946-EPP-1-2018-1-VN-EPPKA2-CBHE-JP, Grant Agreement no. 2018-3857/001-001, https://safema-project.eu), and all information is collected, transmitted, processed and stored within SafeMa countries. We do not represent that materials on the VLE are appropriate or available for use in other locations. Persons who choose to access the VLE from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree to comply with all applicable laws, rules and regulations in connection with your use of the VLE. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of data exported from SafeMa countries or the country in which you reside.

**Use of your Personal Information**

By providing any personal information to the VLE, all users, fully understand and unambiguously consent to the collection, transmission processing and storage of such information by Partners and the use of such information for research by the Members and other international researchers.

**Links to Other VLEs**

The VLE may include hyperlinks to VLEs maintained or controlled by others. The Partners are not responsible for and do not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at other VLEs. These links do not imply Partners' endorsement of or association with the linked VLEs. The Partners are not responsible for and shall in no event be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the linked VLEs or the information or material accessed through those linked VLEs.

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The VLE is managed by the SafeMa Partners. You agree that any dispute arising out of or relating to these Terms or any content posted to a VLE, including copies and republication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of SafeMa countries, excluding its conflicts of law provisions.

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**Limitation of Liability**

YOU AGREE THAT THE PARTNERS WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE VLE, OR TO YOUR PLACEMENT OF CONTENT ON THE VLE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE VLE. IN PARTICULAR, THE MEMBERS WILL HAVE NO LIABILTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE THE VLE, OR YOUR PLACEMENT OF CONTENT ON A VLE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A VLE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EVEN IF THE MEMBERS OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Termination Rights**

You agree that the Partners, in their sole discretion, may terminate your use of the VLE or your participation in an online course activity, for any reason or no reason and at any time; the Partners shall not have any liability to you for the termination; and that you are not entitled to any course credit or to any student or academic grievance procedures in connection with such a termination.

**Consumer Notice**

If you have any questions regarding services provided through the VLE, you may contact team@read-lab.eu.

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**Indemnification**

You agree to indemnify and hold the Partners and its instructors, trustees, officers, agents, employees, and assignees, harmless from any claims, actions, demands, losses or damages, including legal fees, arising out of, resulting from or in any way related to your participation in an online course, use of the VLE, placement of any content onto the VLE or violation of these Terms. You further agree to fully cooperate in their defense against any such claims.

**Copyright Complaints**

The Members respect the intellectual property rights of others. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please contact us at team@read-lab.eu and provide the following written information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed upon;
3. a description of where the material that you claim is infringing is located on the VLE;
4. your address, telephone number, and email address;
5. a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**Notices**

Notices to you will be made via email. Notices concerning the VLE should be directed to the email address team@read-lab.eu. The VLE may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the VLE.

**General Information**

Members' failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign the Terms or any of your rights or obligations under the Terms without Partners' express prior written consent. The Terms inure to the benefit of Partners' successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.