

Terms of Service

The BIPS (“operator”) make available a cloud-service to share information, files, and data for co-operations with external partners. These terms of service (“Terms”) cover your use and access to our cloud-services. Our [Privacy Policy](#) explains how we collect and use your information while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you are agreeing to be bound by these Terms, and to review our [Privacy Policy and Acceptable Use policies](#). If you are using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your files, content, email messages, contacts and so on (“Your Stuff”). Your Stuff is yours. These Terms do not give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Stuff, backing it up, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, email organization, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Stuff. You give us permission to do those things.

Sharing Your Stuff

Our Services let you share Your Stuff with others, so please think carefully about what you share.

Your Responsibilities

You are responsible for your conduct, Your Stuff and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others’ intellectual property rights. You may not copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We are not responsible for the content people save and share via the Services.

Please safeguard your password to the Services, make sure that others do not have access to it, and keep your account information current.

Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you are over 13.

Copyright

We expect from you that you respect the intellectual property of others. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and terminate the use of any cloud-services of repeat infringers.

Termination

You are free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you are not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. We reserve the right to suspend or terminate your use of the Services if you have not accessed our Services for 12 consecutive months. We will of course provide you with notice before we do so.

Services "as is"

We strive to provide great Services, but there are certain things that we cannot guarantee. To the fullest extent permitted by law, the operator makes no warranties, either express or implied, about the Services. The Services are provided "as is". We also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.

Limitation of Liability

To the fullest extent permitted by law, except for any liability caused by the operator's fraud, fraudulent misrepresentation, or gross negligence, in no event will the operator be liable for:

- any indirect, special, incidental, punitive, exemplary, or consequential damages, or
- any loss of use, data, business, or profits, regardless of legal theory.

This will be regardless of whether or not the operator has been warned of the possibility of such damages, and even if remedy fails of its essential purposes.

Controlling Law

These Terms will be governed by German law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

Entire Agreement

These Terms constitute the entire agreement between you and the operator with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

The operator's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void.

Modifications

We may revise these Terms from time to time. If a revision meaningfully reduces your rights, we will notify. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Privacy Policy

We may share information as discussed below.

We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to

- comply with the law,
- protect any person from death or serious bodily injury,
- prevent the operator or other users of BIPS-Cloud from fraud or abuse
- protect the operator's property rights.

Stewardship of your data is critical to us and a responsibility that we embrace. We will abide by the following Government Request Principles when receiving, scrutinizing and responding to government requests for our users' data:

- Be transparent,
- Fight blanket requests,
- Protect all users, and
- Provide trusted services.

How we protect our user's data

We will retain information you store on our Services for as long as we need it to provide you the Services.

Changes

We may revise this Privacy Policy from time to time. If a revision meaningfully reduces your rights, we will notify you.

Acceptable Use Policy

The BIPS make available the Services for employees and cooperation partners for their scientific work. You agree not to misuse the Services or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you have not been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- circumvent storage space limits;
- sell the Services;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading; or
- violate the privacy or infringe the rights of others.