

eCampus Platform – Terms and Conditions

General

The European Molecular Biology Laboratory (EMBL) operates the EMBL eCampus platform (the “Platform”) as an important initiative under its official mission to deliver advanced teaching and training in molecular biology. The Platform is available free of charge to all registered users. In these Terms and Conditions, the terms 'we,' 'us,' and 'our' refer to EMBL, or to EMBL and the content owners if the context so requires.

Please read the present Terms and Conditions carefully before making your decision to use the Platform. By using the Platform or finalizing your registration, you agree to be bound by these Terms and Conditions. If you are not able to accept and meet these Terms and Conditions, please do not proceed with registration and do not use the Platform.

EMBL is an intergovernmental organization (IGO). Nothing in these Terms and Conditions nor any document or activity under or in relation thereto shall be deemed or interpreted as a waiver, express or implied, of any privileges or immunities accorded to EMBL by its constituent documents or international law.

Amendments

We may update these Terms and Conditions from time to time without notice. Your continued use of the Platform after any changes indicates your acceptance of the updated terms. We will make our best efforts to notify you of significant changes.

Intellectual Property Rights

The Platform and its content, particularly the learning materials, are protected by copyright. EMBL and/or other content owners hold the copyright and other rights to the Platform and its content. All rights in the Platform and its content that are not expressly granted are reserved. You are allowed to use the Platform and its content solely in accordance with the present Terms and Conditions and all applicable laws.

Links to other websites

The Platform and/or learning materials may contain links to other websites featuring diverse content, including those where you might choose to download software. Such links are provided for your convenience only. You acknowledge and agree that we assume no responsibility or liability for the content of external websites or your use thereof. Specifically, your use of any third-party software is subject to your compliance with the license directly obtained from that third-party.

Permitted use policy

You are allowed to use the Platform and its content solely for non-commercial personal educational purposes. You are expressly prohibited from downloading, altering, or distributing any content from the Platform, especially the learning materials, without prior written consent from EMBL and/or other content owners. Such consent may be granted exclusively for non-

commercial scientific, educational, or research purposes by EMBL and/or the content owners. Requests for permission must be submitted via email to ecampusupport@embl.de.

Course affiliation; Certification; Learning materials

Course affiliation

Learning materials available on the Platform are either created anew or are based on the materials covered in the official courses organised by EMBL. While these learning materials may cover topics relevant to such courses, they do not constitute full course content nor are equivalent to full participation in an official course organised by EMBL.

Certification

If applicable, certification for completion of on-demand courses can be provided via the Platform only to participants who attended the course for which they registered and participated fully.

No active support

There shall be no active user support or guidance provided related to learning materials available on the Platform. Users are solely responsible for their understanding, interpretation, and application of the content available on the Platform.

Feedback

After completing the learning materials, participants are asked to provide feedback by filling in a mandatory feedback questionnaire via the Platform. If applicable, filling in a feedback questionnaire is mandatory to receive certification for completion of an on-demand course. Information provided in feedback questionnaires is used to improve our platform, content and overall experience of EMBL's learning materials.

Changes and modifications

We may modify, suspend, or discontinue any or all parts of the learning materials without prior notice.

Self-registration; Account

Registration as a user

Upon self-registration a confirmation will be sent automatically via email to the registrant with information required to access to the Platform. You are required to self-register for each individual learning material.

You represent and warrant that you have full capacity to abide by these Terms and Conditions and that the information provided as part of the self-registration process is accurate and complete.

Cancellation of self-registration

- Cancellation of self-registration by user must be submitted via email to ecampusupport@embl.de.
- Unless there is active course progress, individual learning materials registrations will be automatically deleted after a certain period outlined for each learning materials.

Account

You bear sole responsibility for all activity occurring on your account. You shall:

- safeguard your login credentials;
- promptly inform us of any unauthorized account use of your account or security breaches.

Your rights under these Terms and Conditions will automatically terminate and your account will be removed if you breach any of the terms herein.

Data Protection

EMBL processes information about you, including personal data, in accordance with the applicable [EMBL Internal Policy No. 68 on General Data Protection](#) (IP68). For further information on the processing of your personal data, please refer to the relevant Privacy Notice (available here).

Social Media Etiquette

EMBL welcomes and encourages participants to use social media, provided that they adhere to these Terms and Conditions and the accepted social media etiquette outlined below.

Please do:

- Use the hashtag #LearningWithEMBL;
- Post about the on-demand trainings and learning materials;
- Be respectful in tone and content

Please do not:

- Use offensive language in your posts;
- Engage in rudeness or personal attacks;
- As per the permitted use policy above:
 - Capture, transmit or redistribute data presented in the learning materials;
 - Share content of the Platform with unregistered users;

Warranties; Liability; Indemnification

The Platform and its content are provided “as is”. Your use of the Platform and its content is at your own sole risk.

We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

We will not be liable to you for any loss or damage, whether in contract, tort, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Platform; or
- use of or reliance on any content available on the Platform.

In particular, we will not be liable for any indirect or consequential loss or damage.

As per the permitted use policy above, we only provide the Platform and its content for non-commercial personal educational purposes. You agree not to use the Platform and its content for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

To the extent permitted under applicable law, you agree to indemnify and hold harmless EMBL and the content owners, and our and their respective officers, fellows, governing board members, directors, employees, and agents, from and against all claims, actions, suits, damages, liabilities, and costs (including, without limitation, reasonable legal fees) arising from or relating to your failure to comply with any provision of these Terms and Conditions, in particular your use of the Platform or any of its content in violation of the permitted use policy.

Security; Data Mining

You are responsible for configuring your information technology, computer programmes and platform to access and use the Platform. You should use your own virus protection software. We do not guarantee that the Platform will be secure or free from bugs or viruses.

You must not misuse the Platform in any way, for example by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Platform.

Applicable law; Dispute resolution

All disagreements or difficulties concerning these Terms and Conditions shall be resolved through good faith negotiations. Any dispute, controversy or claim which cannot be settled amicably shall be referred to and finally determined by arbitration in accordance with the ICC Arbitration Rules. The seat, or legal place, of arbitration shall be Heidelberg, Germany. The language to be used in the arbitral proceedings shall be English.

The provisions of these Terms and Conditions shall be interpreted in accordance with their true meaning and effect. Without prejudice to EMBL's status as an intergovernmental institution, reference shall be made to the substantive law of Germany where: (a) a matter is not specifically covered by the Terms and Conditions; or (b) a provision is ambiguous or unclear. Such reference shall be made exclusively for the matter or provision(s) concerned, and shall in no event apply to the other provisions of Terms and Conditions.

Final provisions

These Terms and Conditions, including all referenced documents, constitute the entire agreement between you and EMBL.

Except as otherwise provided in these Terms and Conditions, nothing in these Terms and Conditions is intended to confer nor shall confer any benefit on any third party.

If any provision from these Terms and Conditions should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions contained in these Terms and Conditions shall not be affected and the parties shall make efforts in good faith to replace any invalid or unenforceable provision with a valid and enforceable one so that the objectives of the Terms and Conditions may be maintained.

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- waive that or any other right or remedy; or
- prevent or restrict the further exercise of that or any other right or remedy.