

What are the DataHub terms of services?

Applicability terms of service

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Applicability Terms of Service

The following terms and conditions govern all use of DataHub sites and services, subsequently referred to as DataHub, and all content, services and products available at or through the sites. DataHub is owned and operated by Maastricht University.

By accessing or using any part of DataHub you agree with the content and applicability of these general terms and conditions.

The applicability of any and all terms and conditions of a user of DataHub are hereby expressly rejected.

If any provision of these general terms and conditions is null and void or is annulled, the other provisions of these general terms and conditions shall remain in full force and effect. In that case Maastricht University and the user of DataHub enter into consultation with the aim of agreeing new provisions to replace the null and void or annulled provisions.

DataHub account

Only persons affiliated with research projects of Maastricht University are allowed to create a DataHub account. A cost-covering fee will be charged annually to the users of DataHub.

After registering on DataHub, the user of DataHub will receive a user name and access code; these are strictly personal and linked to the relevant user of DataHub. The user of DataHub is not permitted to provide this information to third parties or to allow others than the relevant user of DataHub to use the relevant DataHub account.

The user of DataHub is obligated to immediately notify Maastricht University via datahub@maastrichtuniversity.nl of any unauthorized use(s) of his/her account.

No warranties DataHub use

DataHub sites and services are provided "as is" and may contain technical inaccuracies, typographical mistakes, and other errors.

Maastricht University and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

The services offered via DataHub are for research purposes only, and are not to be used to guide clinical decisions. Maastricht University makes no representation that these results are accurate.

Neither Maastricht University nor its suppliers and licensors, makes any warranty that the DataHub sites and services will be error free or that access thereto will be continuous or uninterrupted.

DataHub users understand that they download from, or otherwise obtain content or services through, DataHub at their own discretion and risk.

Responsibilities of DataHub users

The user of DataHub is responsible for maintaining the security of their DataHub account and is fully responsible for all activities that occur under their account.

For the avoidance of doubt aforementioned means that an user of DataHub is obligated to take any and all precautions that are necessary to protect the user of DataHub and their computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

Responsibilities of DataHub contributors

If a DataHub user submits any data ("Data") to DataHub, that user is entirely responsible for the content of and any harm resulting from that content. By submitting any Data to DataHub the user of DataHub represents and warrants that:

- the use of the Data will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if another party has rights to intellectual property that the user of DataHub created, the user of DataHub has either (i) received permission from that other party to post or make available the Data, including but not limited to any software, or (ii) secured from the other party a waiver as to all rights in or to the Data;
- the user of DataHub has fully complied with any third-party licenses relating to the Data;
- the Data does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Data is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the Data (such as spoofing).

Discontinue use of DataHub and removal of Data

Maastricht University may, in an unlikely event, discontinue, limit or temporarily interrupt access of any and all users of DataHub to the DataHub sites and services at any time without being liable for damages as a result thereof and without the obligation to provide a refund of any amounts previously paid. However, in such event Maastricht University will do its utmost best to return the Data to its respective owner.

Maastricht University has not reviewed, and cannot review, all of the Data, including computer software, made available through the DataHub sites and services and/or related service links. Notwithstanding aforementioned Maastricht University has the right to refuse or remove any Data that is in any way harmful or objectionable at any time without being liable for damages as a result thereof.

Alleged copyright infringement

Although Maastricht University is not responsible and/or liable for the Data located on DataHub or linked to by DataHub, Maastricht University does not wish to facilitate any infringement of intellectual property rights.

Therefore, in case you believe that Data located on or linked to by DataHub violates your intellectual property rights, you are encouraged to notify Maastricht University without undue delay. Maastricht University will respond to all such notices, including as required or appropriate by removing the infringing Data or disabling all links to the infringing Data.

Intellectual Property

By using DataHub no intellectual property of Maastricht University or any third party will be transferred to the user of DataHub. All right, title and interest in and to such property will remain solely with Maastricht University and/or such third party.

The use of DataHub grants the user of DataHub no right or license to reproduce or otherwise use any Maastricht University or third-party trademarks.

Attribution

Maastricht University reserves the right to display attribution links such as 'Powered by DataHub,' theme author, and font attribution in your content footer or toolbar. Footer credits and other such expressions may not be removed.

Amendments to terms and conditions

Maastricht University reserves the right to amend and/or supplement these terms and conditions at any time.

The continued use of the DataHub account following the posting of any changes to these terms and conditions constitutes acceptance of those amendments. Maastricht University may also, in the future, offer new services and/or features through DataHub website or related services (including, the release of new tools and resources). Such new features and/or services shall be subject to these terms and conditions.

Termination

Maastricht University may terminate the access of a DataHub user to all or any part of DataHub at any time, with or without cause, with or without notice, effective immediately in which case Maastricht University will have no obligation to provide a refund of any amounts previously paid.

If an user of DataHub wishes to terminate their DataHub account, that user may simply discontinue using DataHub and/or cancel your registration and delete the stored information.

All provisions of these terms and conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and governing law.

Limitation of Liability

Maastricht University disclaims any responsibility for the use of DataHub and the Data posted thereon.

Maastricht University, or its suppliers or licensors, will in no event be liable for any harm resulting from the use of DataHub sites and services, or from any downloading by users of DataHub of Data there posted, including but not limited to

1. any special, incidental or consequential damages;
2. the cost of procurement for substitute products or services;

3. for interruption of use or loss or corruption of Data.

The foregoing limitation of liability shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

The user of DataHub represents and warrants that

1. their use of DataHub will be in strict accordance with the Maastricht University Acceptable Usage Policy¹ and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which DataHub resides or the country in which you reside) and
2. the use of DataHub will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

The user of DataHub agrees to indemnify and hold harmless Maastricht University, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of their use of DataHub, including but not limited to their violation of these terms and conditions.

Miscellaneous

These terms and conditions are governed by Dutch law.

All disputes arising from, or resulting from the use of DataHub which cannot be resolved by mutual agreement, will be submitted to the competent court of the District Court of Limburg, the Netherlands.

¹ *Maastricht University Acceptable Usage Policy (aup-employees-um-v1.0-uk-adp.13.10.1389lo_1.pdf)*

[Visit the Maastricht University Security pages](#)