Terms of Service:
rasdaman Datacube Service

rasdaman GmbH

1. Preamble

Rasdaman GmbH ("we", "us") offers a datacube service (the *Service*) as a platform facilitating access, extraction, analysis, and fusion of some Earth Observation (EO) data archive (the *Archive*) for exploitation towards research, social, business, and other purposes. These EO data are offered to users (the *Customers*) as spatio-temporally homogenized datacubes which make exploitation substantially easier, faster, and more flexible than the original DIAS archives. The platform is easily accessible via standards-based Web APIs as well as a variety of clients for different purposes and user skill levels, from simple map navigation up to advanced analytics with python and R. In particular, user-centric analytics is possible with an "any query, anytime, on any size" paradigm without the need for programming skills on user side. While the *Service* defines the state of the art in datacube services its user-centric evolution model ensures continuous improvement of usability.

1.1 Our services

We grant you a non-exclusive, revocable simple right to use the *Service* in accordance with the *Agreement*.

With a trial period and with non-commercial plans you may only use services for non-commercial purposes and for research, but not for generating revenues. With paid subscription plans you may use services for both commercial and non-commercial purposes.

The Terms of Service in this document (the *Terms*) constitute a binding agreement between the *Service* operator and the *Customer* as part of the contract made between both (the *Agreement*).

2. Ownership

2.1 Your content

Results obtained from accessing the *Service* may be used freely by the *Customer* but always subject to the *Agreement*.

All rights on data you upload (such as data provided as query input parameters) remain exclusively with you. Unless you expressly allow us otherwise we will keep them only for the purpose of processing your requests and not make them available to anybody else.

2.2 Our content and third-party content

Other than your content, all content accessible through the *Service*, including (but not limited to) text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, remain property of us and/or third parties and are protected by German and international copyright laws.

You may be held liable for any unauthorized copying or disclosure of content obtained from the *Service*. You agree that our licensors shall be third party beneficiaries to these *Terms* and that these entities may directly enforce, and may rely upon, any provision of the *Terms* that confers a benefit on them or grants rights in favor of them.

2.3 Our services

All logos and product names appearing on or in connection with the *Service* are proprietary to us or our licensors and/or suppliers. You may not remove any such information.

All rights on the *Service*, the rasdaman software, and any associated logos and trademarks are exclusively with the *Service* operator.

3. Charges and payment

The *Service* requires payment. We may charge you on an ongoing basis in advance of providing the *Service* or as needed for prepayments for your subscription fee, any applicable sales taxes, and any other charges you may incur in connection with your use of the *Service*. The subscription fee is billed in full on the first day of each billing period, until a cancellation of your subscription enters into force, based on the terms of the *Agreement*.

Payment shall be done free of any bank fees, interest charges, finance charges, overdraft charges, currency exchange fees, or other fees resulting from charges billed by us.

All charges are non-refundable.

4. Lifetime

4.1 Inception

For use of the *Service* under this agreement customers need to apply for a contract. If applicable, additionally an NoR agreement with ESA is required.

Following contract signature, which includes acceptance of these *Terms*, a unique customer identification (the *Key*) will be issued by the *Service* operator which needs to be provided in requests accessing the *Service*.

This *Key* shall be used exclusively by the entity (the *Customer*, "you") that has applied for and has been granted NoR support. It is the responsibility of the *Customer* to keep this *Key* confidential at all times. Upon an actual or potential breach of confidentiality *Customer* shall immediately inform the *Service* operator. Until such notification, *Customer* is fully responsible for all access to *Service* attempted or accomplished while using this *Key*.

4.2 Termination

The *Agreement* is valid until its termination which can be initiated by both *Service* operator and *Customer*. Any termination shall be communicated in writing.

We can terminate the *Agreement* without previous notice to you if you breach any of the terms in the *Agreement*.

In addition, we may terminate or suspend your account for any reason with a thirty days advance notice. Upon cancellation or suspension, your right to use the *Service* will stop immediately. You may not have access to data that you stored on the site after we cancel or suspend your account. If we cancel your account in its entirety without indicating cause we will refund to you on a pro-rata basis.

5. Mutual Obligations

5.1 Service provider responsibilities

- We operate the *Service* and make it available to you through APIs and applications.
- The *Services* rely on the availability of respective input data by independent third parties (such as ESA). We are not responsible for any late availability or absence of such input data.
- We keep *Service* downtimes as short as possible. We will notify you about *Service* unavailability via the *Service* website. If possible, an estimated length of the period of unavailability will be indicated.
- *Service* interruptions due to maintenance will be kept as short as possible; we will inform you via announcements on the *Service* website.
- We will provide user support through a helpdesk during the availability times agreed in the SLA.

5.2 Service user responsibilities

- You respect the *Terms* and use the *Service* according to its purpose.
- You inform us of any malfunctioning or issue you acquire knowledge of.
- You timely execute any payment for *Service* usage in accordance with the *Agreement*.

5.3 Unlawful and Otherwise Inacceptable Use

The *Customer* shall not undertake or allow any activity that leads to a conflict with

- the *Archive* operator rules on the data offered;
- applicable legislation;

- all local rules regarding online conduct and acceptable content.

You may not undertake or allow any other unacceptable use of the Service, which includes:

- Disseminating material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
- Aiding or implementing practices violating basic human rights or civil liberties;
- Disseminating or storing material that infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person or entity;
- Creating a false identity or otherwise attempting to mislead others as to the identity or origin of any communication;
- Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the European Union and its agencies or authorities, or without all required approvals, licenses, or exemptions;
- Interfering with or attempting to gain unauthorized access to any computer network;
- Transmitting viruses, Trojan horses, or any other malicious code or program;
- Engaging in any other activity deemed by us to be in conflict with the spirit or intent of these Terms.

The *Service* shall not be used in any manner that could damage or overburden the Service or interfere with any other party's use of the *Service*.

5.4 Indemnification

You agree to indemnify and hold harmless us and our subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees arising out of:

- Your use of the *Service*;
- Your violation of the *Agreement*;
- Your end users' use of the *Service* in or through an application or service you provide;
- Content you or your end users submit, post to, extracts from, or transmit through the *Service*.

6. Privacy and Data Protection Policy

6.1 Overview

The *Service* is provided by rasdaman GmbH as the legally responsible entity. This privacy policy explains how we use your personal data when you use the *Service*.

Any data uploaded by the Customer – such as in the course of a processing request – will be kept on the *Service* only for the time and purpose of processing the request containing these data.

The Service operator may keep information, at his own discretion, for purposes of ensuring service quality and legally required control.

6.2 What data do we collect?

The following information is stored when you use the *Service*:

- Full details of any request submitted to the *Service*

6.3 How do we collect your data?

We collect data and process data when you:

- Register yourself, enter into a contract, or otherwise enter into a business relation with us
- Authenticate with the *Service*
- Submit a request to the *Service*
- Use or view our website (via browser cookies)

We may also receive your data indirectly from some market place like EARSC market place, ESA Network or Resources, or similar public business matchmaking platforms.

6.4 How do we use your data?

Rasdaman GmbH collects your data described above so that we can:

- Authenticate you and authorise usage of the Service under the contractually agreed conditions.

When we process your order, we may send your data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

6.5 How do we store your data?

We securely store your data at servers on our own premises or on servers of a contracted cloud service contractually obligated to strict confidentiality by us.

We will keep your personal data as long as you have subscribed to the Service and possibly beyond until you request to erase them.

6.6 What are your data protection rights?

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- The right to access – You have the right to request for copies of your personal data from us. We may charge you a small fee for this service.
- The right to rectification – You have the right to request that we correct any information you demonstrate to be inaccurate. You also have the right to request that we complete information you demonstrate to be incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

- The right to restrict processing – You have the right to request that we restrict processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.
- The right to data portability – You have the right to request that we transfer the data about you that we have collected to another organization, or directly to you, under certain conditions.

6.7 Cookies

Cookies are small text files placed on your computer to collect standard Internet log information and visitor behavior information. When you visit our websites, we may collect information from you automatically through cookies or similar technology. For further information, visit https://allaboutcookies.org .

6.8 How do we use cookies?

We use cookies in a range of ways to improve your experience on our website and web services, including: Keeping you signed in and understanding how you use our website.

6.9 What types of cookies do we use?

Functionality – we use these cookies so that we recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies is used.

6.10 How you can manage cookies

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not be available without cookies.

6.11 Privacy policies of other websites

Our website contains links to other websites. Our privacy policy applies only to our website, so if you click on a link to another website you are leaving the area of applicability of our regulations, and consequently you need to read the privacy policy of the respective third-party website operator.

6.12 Changes to our privacy policy

We keep this privacy policy under regular review and place any updates in this document. The date of its last update can be found at the top of this document.

6.13 How to contact us

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email:

data-protection@rasdaman.com

Or call us:

+49(0)1735837882

Or write us:

rasdaman GmbH
Hans-Hermann-Sieling-Str. 17
D-28759 Bremen
Germany

6.14 How to contact the appropriate authority

Should you wish to report a complaint or if you feel that we have not addressed your concern in a satisfactory manner, you may contact:

Der Bundesbeauftragte für den Datenschutz und die Informationsfreiheit
Husarenstraße 30
53117 Bonn

Tel.: +49 228 997799 0
Fax: +49 228 997799 5550

email: poststelle@bfdi.bund.de

Website: http://www.bfdi.bund.de/

7. Publicity

We're proud to have you as a customer. During the term of this *Agreement*, you hereby grant us a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a *Service* customer to promote and market our services. Of course, if you prefer, we not use your logo or name in a particular way, just let us know, and we will respect that.

8. Disclaimers

"As is," "as available" and "with all faults."

YOU EXPRESSLY AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS SOFTWARE, SERVICES, MAPS, AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

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Non-rasdaman GmbH content.
WHEN USING THE SERVICES YOU MAY BE EXPOSED TO USER SUBMISSIONS AND OTHER THIRD PARTY CONTENT ("NON-RASDAMAN CONTENT"), AND SOME OF THIS CONTENT MAY BE INACCURATE, OFFENSIVE, INDECENT, OR OTHERWISE OBJECTIONABLE. WE DO NOT ENDORSE ANY NON-RASDAMAN CONTENT. UNDER NO CIRCUMSTANCES WILL RASDAMAN GMBH BE LIABLE FOR OR IN CONNECTION WITH THE NON-RASDAMAN CONTENT, INCLUDING FOR ANY INACCURACIES, ERRORS, OR OMISSIONS IN ANY NON- RASDAMAN CONTENT, ANY INTELLECTUAL PROPERTY INFRINGEMENT WITH REGARD TO ANY NON-RASDAMAN CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-RASDAMAN CONTENT.

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Harm to your computer.
YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT TO YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

Jurisdiction.
CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

9. Limitation of liability

Limitation of liability.
UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING NEGLIGENCE, SHALL RASDAMAN GMBH OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES. MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF RASDAMAN GMBH OR A RASDAMAN GMBH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of damages.
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Reference sites.
THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE OR OTHERWISE BY THIRD PARTIES OTHER THAN RASDAMAN GMBH AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY THIRD PARTY SITES.

Claim period.
YOU AND RASDAMAN GMBH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO RASDAMAN GMBH MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

10. Changes to services or terms

We reserve the right to modify the *Terms* at any time by posting the changed terms on the location pre-announced and, therefore, well-known to you. All changes shall be effective immediately upon posting. Please check the *Terms* periodically for changes. Your continued use of the *Service* after we post changes constitutes your binding acceptance of the new terms.

We may change the features and functions of the *Service*, including its APIs. Any such change will be duly reflected in the pertaining *Service* documentation.

11.   Concluding Regulations

These *Terms* always are valid in the most recent version published on the location communicated to you.

Place of jurisdiction shall be Bremen, Germany. German law applies.

Should regulations of these *Terms* become void or not enforceable then validity of the *Agreement* as a whole shall not be affected. The parties shall replace any void regulation by one which comes closest to the commercial purpose of the regulation void or not enforceable while maintaining the overall purpose of the *Agreement*.

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