

Conditions for access to e-INFRA CZ infrastructure

(hereinafter „Conditions“)

I.

Introductory Provisions

(1) The e-INFRA CZ infrastructure (hereinafter referred to as "e-INFRA CZ") is a unique e-infrastructure for research, development and innovation in the Czech Republic, which represents a transparent environment providing comprehensive capacities and resources for the transmission, storage and processing of scientific data and which consists of:

- (a) CESNET e-infrastructure, operated by CESNET, an association of legal entities, ID No.: 3839172;
- (b) CERIT Scientific Cloud, operated by Masaryk University, ID No: 00216224; and
- (c) IT4Innovations national supercomputing centre, operated by VSB – Technical University of Ostrava, ID No: 61989100

(the operators of the individual parts of e-INFRA CZ are hereinafter collectively referred to as "Operators" or individually as "Operator").

(2) e-INFRA CZ is a large research infrastructure within the meaning of Act No. 130/2002 Coll., on support for research and development, as amended, and its main purpose is to provide a comprehensive portfolio of ICT services to the research community of the Czech Republic and to perform other tasks resulting from its character as an e-infrastructure for research, development and innovation and from its status as a national e-infrastructure listed in the Roadmap of large research infrastructures of the Czech Republic.

(3) The e-INFRA CZ infrastructure is non-public and its operation is not primarily carried out for profit.

II.

Access Policy

(1) The status of an e-INFRA CZ user (hereinafter referred to as "User") is automatically acquired by each authorised user of any of the individual parts of e-INFRA CZ. In this case, an authorised user is an individual to whom one of the Operators has set up a user account in accordance with its access conditions.

(2) The User's access to the e-INFRA CZ sub-services is governed by the access conditions set for each sub-service by the Operator providing the sub-service. The conditions of access to a given sub-service are indicated on the website of the Operator providing it or on the website of the given sub-service.

(3) An authorised user according to Article II, paragraph 1 shall not obtain the status of e-INFRA CZ user if

- a) this excludes his contractual relationship with the Operator, on the basis of which he has established a user account in accordance with his access conditions, or
- b) its user account has been created for a purpose which is incompatible with the purposes for which the e-INFRA CZ infrastructure is operated.

(4) There is no legal claim to access to e-INFRA CZ and the status of e-INFRA CZ user shall be decided in disputed cases by the Operators.

III. Acceptable Use Policy

(1) The User is entitled to use e-INFRA CZ for activities that are in accordance with its purpose according to Article I, paragraph 2, in accordance with these Conditions and the conditions for access of the sub-services. When using e-INFRA CZ, the user is obliged to comply with the legal regulations that are part of the legal system of the Czech Republic, to act in accordance with good morals, to respect the needs of other users and to save the resources of e-INFRA CZ.

(2) The user may not use e-INFRA CZ for activities that:

- (a) have the nature of unauthorized use, interference, alteration of computer systems, their parts, information or data carriers;
- (b) infringe intellectual property rights; or
- c) adversely affect the operation of e-INFRA CZ or its sub-services, prevent other users from accessing these services, endanger the proper operation of e-INFRA CZ or excessively restrict its performance.

(3) The User is obliged to ensure that e-INFRA CZ is not used for purposes contrary to these Conditions, the terms and conditions of partial services or the contract with the Operator on the basis of which the User account was established for the Participant.

(4) If the User uses the e-INFRA CZ infrastructure or information about it in violation of these conditions according to Article III, paragraphs 1, 2 and 3, or assists a third party in such use intentionally or negligently, the user shall be obliged to compensate the Operators for the damage and non-pecuniary damage caused.

((5) The Operators may restrict/suspend the user's access to e-INFRA CZ if the user has violated its obligations under these Conditions, the conditions of the partial services or the contract with the Operator on the basis of which the user account was established for the Participant.

(6) The Operators may suspend the performance of individual obligations (services) if they cannot be performed due to an extraordinary unforeseeable and insurmountable obstacle arising independently of their will (for example, but not limited to, force majeure events).

IV. Final provisions

(1) These Conditions may be amended or supplemented at any time by decision of the Board of Directors of the consortium e-INFRA CZ. The new version of the Conditions will be made available on the e-INFRA CZ website and users will be informed in advance of the change. In the event of disagreement with the new version of the Conditions, each participant is entitled to terminate the use of e-INFRA CZ in accordance with the terms of the agreement under which the user account was established.

(2) These Conditions shall come into force and effect on the date of their approval by the Board of Directors of the consortium e-INFRA CZ.

Approved by the Board of Directors of the consortium e-INFRA CZ on 9 April 2021