

General Terms and Conditions of Use of the services provided by the IN2P3 Computing Center (CC-IN2P3)

Last update date: 05/10/2023

1. Description

These General Terms of Use regulate the use of the services provided by CC-IN2P3 (hereinafter referred to as "the service" or "the services"). They are complementary to the charters to which we are subject ([CNRS Information Systems Security Charter](#)¹ and the [Renater Charter](#)²), compliance with which is a prerequisite for any use of the services.

By using the services, the user (hereinafter referred to as "the user" or "users") acknowledges having read and accepted these General Terms of Use (hereinafter referred to as the "GTU"). The applicable GTU are those accessible online on the day of the user's connection.

CC-IN2P3 (<https://cc.in2p3.fr>) reserves the right to modify at any time the GTU in order to adapt them to the legislative and regulatory evolutions or to the new functionalities of the services proposed to the users, by publishing a new version. The date of the last update of the GTU is indicated in the first line of the present document.

The present GTU are completed by special conditions described below, which prevail over the general terms and conditions in the case where the former are irreconcilable with the latter.

2. Definitions

Service:

Service provided to users by CC-IN2P3 / CNRS.

User:

Individual using the computing resources and services provided by CC-IN2P3 / CNRS, whatever his status.

Service provider:

CC-IN2P3 / CNRS
21 Avenue Pierre de Coubertin
CS70202
69627 VILLEURBANNE cedex

Host:

CC-IN2P3 / CNRS
21 Avenue Pierre de Coubertin
CS70202
69627 VILLEURBANNE cedex

¹ <https://atrium.in2p3.fr/f94b7fcd-1d4f-4b63-85e5-5b102ba80333>

² <https://www.renater.fr/documentation/chartes/>

3. Intellectual property rights

All the data contained on services, and in particular, in a non-limitative way, the corporate identity and style guide, the texts, the logos is protected by the legal provisions relating to the intellectual property rights. Any reproduction, even partial, of any of the contents of the services is subject to prior authorization.

4. Access conditions to the services offered by the provider

The creation of a user account is a prerequisite for any use of the services, unless otherwise specified in the special conditions below. The data necessary for the creation of the user account are specified at the time of their collection. The user account is associated with a single e-mail address. The user guarantees that the declared data are sincere, complete and up to date, and that the e-mail address associated with the user account is regularly consulted.

It is forbidden to request the creation of an account under the identity of a third party. The user is exclusively responsible for the confidentiality of the identifiers (login and password) allowing him to use his account and is forbidden to communicate them to anyone. Any use of the user's account made by means of his personal login and password is presumed to have been made by the user.

5. Service delivery

- The services are available 24/7 except in case of a critical incident. A critical incident represents the total impossibility of using a service. The provider commits to work on the incident within 4 hours during working hours (8am-6pm (CET/CEST), Monday to Friday, excluding French public holidays);
- The services are currently hosted in a single CNRS service center : CC-IN2P3. A major incident on this center can impact the services and lead, in case of physical destruction of the equipment providing the service, to a loss of the user's data,
- Data backup is the user's responsibility, unless otherwise specified in the special conditions below,
- Regular maintenance time slots are predefined by the provider as specified in the [User Documentation](#)³, during which the performance and availability of the services may be affected. The provider commits to communicate in advance about these time slots,
- Some features may be disabled with or without notice by the Provider. Should such deactivation occur without prior notice, the Provider agrees to inform the users afterwards.

6. User's responsibilities

- The user commits himself to store or deposit only professional data on the spaces which are allocated to him,
- The user commits himself not to deposit any document of a defamatory, racist, pornographic or offensive nature, or any other material that could be detrimental to human dignity,
- The user commits himself to share data via these services only with professional collaborators,

³ <https://doc.cc.in2p3.fr>

- The user commits himself to possess all required permissions for any content he/she creates, backups or shares using a service, including copyright owners' or other intellectual property rights holders' permissions,
- The user commits himself not to knowingly upload malicious software to a service and not to share infected files,
- The user commits himself to take all the necessary technical measures to guarantee the security and integrity of the data and services hosted on the provisioned resources (updates, network firewalls, HIDS, etc.),
- The user commits himself, while using a given service, not to infringe the legislative and regulatory measures in force as well as these GTU,
- The user commits himself to use in a reasonable way the services made available by the provider, in particular by not interfering with their performance.

The user is hereby informed that any violation of the aforementioned terms is likely to result in sanctions and legal proceedings against him/her.

The user acknowledges that, in the event where his use of the services would be contrary to the present GTU and more generally to the laws and regulatory provisions in force, the provider will proceed immediately and without notice to block his access(es). In general, the provider cannot be held responsible in the event of any use not in conformity with the present GTU of the services.

7. User support

For any request, the user must use the dedicated support portal, accessible at: <https://support.cc.in2p3.fr/>.

8. Activity logs retention

All connections and actions performed on the services are logged and may be kept for a maximum of one year, in accordance with the CNRS Guidelines for the management of traces of use of computer and network services.

At the end of this period, this data is deleted.

9. Recovery of data contained in personal spaces

The recovery of data is the user's responsibility and must be done as long as he still has access to the service(s). The user is responsible for the deletion of this data.

10. Personal Data

Users agree to comply with the General Data Protection Regulation (GDPR). Whenever a user hosts personal data on the services made available by the provider, it is the responsibility of the former to comply with this regulation. The provider shall not be liable in any way for any non-compliance with the GDPR by the user.

Special conditions

Etherpad

Creating a user account is not a prerequisite for using the service. The data stored in the pads is automatically destroyed after ninety days of inactivity.

Pastebin

Creating a user account is not a prerequisite for using the service.