

# Terms and Conditions

## 1. The European Weather Cloud Pilot

The European Weather Cloud Pilot provides a platform that users can access in a cloud environment ("the Service") for the purpose described in section 2 below. The Service is jointly operated by ECMWF and EUMETSAT ("the Implementing Partners").

The user registering for the Service acknowledges and confirms to have understood that the Service, including all associated applications, content and information is subject to these Terms and Conditions. Unless otherwise notified, the continued use of the Service constitutes full acceptance of the Terms and Conditions.

The Service is provided for demonstration purposes only and will remain free of charge for the full duration of the European Weather Cloud Pilot.

## 2. Access and use of the Service and Products

Access to the Service is restricted to users specifically authorised by the Implementing Partners for the purpose of implementing, testing and demonstrating Use Cases as agreed between the Implementing Partners and a user on a case-by-case basis.

Each user may only have one account and may not share its login details with any third party.

Use of the Service is for the sole purpose of implementing, testing and demonstrating Use Cases. Any other use is excluded, in particular any operational use, use for commercial purposes and use to create services to third parties.

The Implementing Partners - at their sole discretion - reserve the right to discontinue, temporarily or permanently, any means of accessing or utilising the Service without providing advance notice. Any breach of these Terms and Conditions and any illegal or improper use of the Service may also lead to the immediate exclusion of a registered user from the Service.

The Implementing Partners' products available as part of the Services may be used solely for the purpose described above.

## 3. Uploading of Data, Content and Information

Users may only upload data, content and information necessary for the purpose described in section 2 above.

While the Implementing Partners do not claim ownership of any data, content or information uploaded to the Service by their users, they will monitor and screen on-going activity, deleting and/or refusing to accept data, content, information deemed to be in breach of the Terms and Conditions or otherwise unacceptable or inappropriate, be it for legal or other reasons.

## 4. Liability

The Implementing Partners shall bear no liability for any consequences, whether direct or indirect, arising from the use of the Service. This includes but is not limited to adaptations carried out by the user to their own equipment or software based on the qualities of the Service. Any and all adaptations /configurations are exercised at the user's own risk.

All data, applications, content and information to which the Service provides access is made available 'as is'. The Implementing Partners make no warranty or representation, either express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Service.

The exclusion of liability applies in equal measure to the contents of external websites, services or software hyperlinked from the Service. A link to another site or service is not an endorsement of that site or service.

The Implementing Partners, jointly or individually, also reserve the right to take action in case of a security incident involving a damage or risk of damage to the Service or the data stored on the platform, warranting immediate action on the side of one or both of the Implementing Partners.

## 5. Privileges and Immunities

Nothing in or relating to these Terms and Conditions shall be deemed a waiver of ECMWF's or EUMETSAT's privileges and immunities, conferred on them through their respective Protocols on Privileges and Immunities.

## 6. Dispute Settlement

The Implementing Partners shall attempt to settle any dispute between them and any dispute between one of them and any user in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The proceedings shall be in the English language. Any decision made by the arbitrators will be considered final and binding and cannot be subject to appeal.