



## TERMS AND CONDITIONS

These terms and conditions ("Terms") constitute an agreement between the user or registered user<sup>1</sup> of this site ("You") and the European Space Agency ("ESA"), an international intergovernmental organisation, established by the Convention for the Establishment of a European Space Agency, which entered into force on 30 October 1980, with head office at ESA HQ Bertrand, 24 rue du Général Bertrand, 75007 Paris, France (postal address: 24 rue due Général Bertrand, CS 30798, 75345 Paris CEDEX 7), concerning the access and use of the ESA SWE Portal.

If You are agreeing to these Terms on behalf of a company or other legal entity, You represent that You have the legal authority to bind that company or legal entity to these terms. If You don't have such an authority or if You do not wish to be bound to these Terms, You shall neither access nor use the ESA SWE Portal.

## DISCLAIMER

Access to, and/or use of, the ESA SWE Portal ("Portal") constitutes acceptance of these Terms.

Neither ESA nor any other party involved in creating, producing or delivering the Portal shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of Your access to and/or use of the Portal. While ESA endeavours to maintain the highest level of content, information and data provided by the available technology, ESA does not guarantee its/their accuracy, whether provided by ESA or by external sources, and accepts no responsibility or liability for any consequences arising from the use of such content, information and data.

While ESA endeavours to maintain the highest level of technical operability and security of the Portal, You browse and use the Portal at Your own risk. ESA does not warrant that the functional aspects of the Portal will be uninterrupted or error free or that this Portal, or the server that makes it available, are free of viruses or other harmful components. Please note that ESA may change material on the Portal without prior notice, however registered users will be informed in advance of changes to products and services. ESA will be grateful for any feedback with regards to functional errors or content inaccuracies. This feedback should be provided via the Space Weather (SWE) Helpdesk ([helpdesk.swe@ssa.esa.int](mailto:helpdesk.swe@ssa.esa.int)).

The Portal may contain links and references to external third party websites beyond those providing access to SWE products and services. These third party websites are outside ESA's control, are not covered by the personal data provisions set forth below, and are provided for Your convenience and interest only.

## PERSONAL DATA

See separate privacy notice available on this website.

## USE OF IP ADDRESS

The IP address is a number that is automatically given to Your computer when You are surfing on the internet. Servers and 'big computers' that host web pages, automatically identify Your computer through its IP number. ESA uses IP addresses in order to carry out statistics, and IP addresses do not directly identify You.

## USE OF COOKIES

---

<sup>1</sup> A registered user is defined as a user who has received login credentials in order to access the services provided via the SWE Portal. A user is any person or entity visiting the SWE Portal.



See separate Cookie Notice available on this website.

#### COPYRIGHTS

Content available on the Portal is intended and may be used by You for Your personal and non-commercial use only. Questions relating to any potential non-personal and/or commercial usage of the SWE Services, data and products, shall be directed to the SWE Helpdesk ([helpdesk.swe@ssa.esa.int](mailto:helpdesk.swe@ssa.esa.int)).

Content published on the Portal may be protected by intellectual property rights (IP Content). You undertake to observe all intellectual property rights relating to IP Content, in particular any restrictions regarding the right to copy, use, distribute, reproduce, modify, adapt, publicly perform and publicly display such IP Content. You may not have a permission to copy, use, distribute, reproduce, modify, adapt, publicly perform and publicly display IP Content available on the Portal unless You have obtained a specific authorisation in this respect by the right holder of the IP Content.

Nothing herein shall be construed as granting or implying any rights to You on the IP Content owned by ESA or by any third party credited as the provider (for example copyright holder) of such IP content.

#### HOLD HARMLESS

You agree to indemnify and hold ESA and its Member States harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of a direct or indirect infringement of such a third party's intellectual property rights related to IP Content, available on the Portal, that You may have copied, used, distributed, reproduced, modified, adapted, publicly performed and publicly displayed, sold, or redistributed in violation of these Terms, or in violation of such third party's rights.

#### USE OF ESA LOGO

The ESA logo is owned by ESA and protected by trademarks and under Article 6ter of the Paris Convention for the Protection of Industrial Property. You may not modify or create derivatives of the ESA logo. Any use, reproduction, publication, display, transmission, making available to the public or exploitation of the ESA logo requires prior written authorisation. For authorisation, please contact: [corporatedesign@esa.int](mailto:corporatedesign@esa.int)

#### MISCELLANEOUS PROVISIONS

Should any provision of these Terms be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction, the invalid or unenforceable provision shall be given no effect but the remaining provisions of these Terms shall remain in full force and effect.

Without prejudice to the applicability of the ESA Convention and in particular its Annex I on privileges and immunities of ESA, these Terms and Conditions shall be governed and interpreted in accordance with the laws of France. All disputes arising out of, or in connection with, the present letter shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of arbitration shall be English. The place of arbitration shall be Paris, France.