

TERMS AND CONDITIONS

These terms and conditions (“Terms”) constitute an agreement between the user or registered user¹ 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 8-10 rue Mario-Nikis, 75015 Paris, France, 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.

DISCLAIMER

Access to and/or use of the ESA SWE Portal (“Portal”) and associated services² constitutes acceptance of these Terms.

Neither ESA nor any other party involved in creating, producing or delivering the Portal and associated services shall be liable for any direct, incidental, consequential, or indirect damages arising out of Your access to and/or use of the Portal and associated services. While ESA endeavours to maintain the highest level of content, information and data, ESA does not guarantee 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 and associated services, You browse and use the Portal and associated services at Your own risk. ESA does not warrant that the functional aspects of the Portal and associated services will be uninterrupted or error free or that this Portal and associated services, or the server that makes the Portal available, are free of viruses or other harmful components. Please note that ESA may change material on the Portal and associated services without prior notice. ESA will be grateful for any feedback with regards to functional errors or content inaccuracies. This feedback should be provided via the SWE Helpdesk (helpdesk.swe@esa.int).

The Portal and associated services 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.

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

² Associated services are defined as the SWE Service Helpdesk along with webinars and training courses providing information and guidance on how to utilise the services presented via the ESA SWE Portal. It also includes embedded service elements such as email alerting on space weather conditions which the registered user may opt to receive on a case-by-case basis while using the Portal.

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

See separate Cookie Notice available on this website.

COPYRIGHTS

Content published on the Portal and disseminated via associated services may be protected by intellectual property rights ("IP Content"). You undertake to comply with all intellectual property rights and usage restrictions relating to such IP Content. Nothing herein shall be construed as granting or implying any rights to You in or to any IP Content owned by ESA or by any third party credited as the provider.

The Portal provides access to ESA data as well as to data made available by third-party providers. Unless otherwise specified in the applicable terms, such third-party content is intended and may be used by You for personal and non-commercial purposes only. Any other use, including commercial use, may be subject to separate rights, license terms and restrictions imposed by the relevant third-party providers. You are responsible for complying with such terms and obtaining any necessary permissions before using such third-party content, including for any commercial use.

Data owned by ESA made available through the Portal are subject to the applicable "[Terms and Conditions for the Use of S2P Space Weather Data](#)". By accessing or using such ESA data, you agree with those terms and conditions.

For assistance regarding the use of ESA or third-party data, the Portal, or associated services, You may contact the SWE Helpdesk (helpdesk.swe@esa.int).

HOLD HARMLESS

You agree to indemnify and hold ESA harmless from any claim or demand 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 and disseminated via associated services, 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

MISCELLANEOUS PROVISIONS

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 arbitrator appointed in accordance with the said Rules. The language of arbitration shall be English. The place of arbitration shall be Paris, France.