

MIRRI web portal (at University of Valencia)

Terms and conditions of use

By continuing to browse or using this website in any way, you expressly agree to the Terms of use set out below

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I. Details of the service provider

The Universitat de València is a public institution with its own legal personality and heritage, and with the rights recognised by the Constitution and the existing laws. This institution currently operates the domain mirri.org, on behalf of the [MIRRI Consortium Partners](#). The Universitat de València is one of the institutions providing the MIRRI Infrastructure and its identification and location data are:

Name: Universitat de València-Estudi General (Hereinafter, Universitat de València)

VAT: Q4618001D

Registration code of the Universities, Centres and Titles: 018

Type: Public university

Address: Avenida Blasco Ibáñez, 13 - 46010 Valencia

E-mail: web@mirri.org

Phone number: +34 963544612

The Microbial Resource Research Infrastructure (hereinafter “MIRRI”) is the pan-European distributed Research Infrastructure for the preservation, systematic investigation, provision and valorisation of microbial resources and biodiversity. MIRRI has applied to be established as ERIC in April 2021 according to European ERIC Council regulation number 723/2009, implementation reference 2017/C 230/01.

In these terms of use (and the documents referred to in it), MIRRI acts on behalf of the international collaboration pursued by the [Consortium Partners](#).

II. Purpose and scope of application

These terms and conditions are intended to define the conditions governing the edition and use of web pages and services located in the address www.mirri.org and also regulate such use. Any user accessing the information and services offered in that domain is subject to this document. Furthermore, certain services may be affected by specific terms and conditions, accessible, where appropriate, in the corresponding portals. Such terms and conditions must be read and will be mandatory for users.

III. Description of the Service

MIRRI delivers services to private and public businesses (hereinafter, Users) in Europe as well as outside Europe.

MIRRI services include, but are not limited to, provision of content related with the use of microbial resources, supply of microbial resources, access to microbial-related technological services, training courses and use of the forum of experts.

MIRRI grants access to the domain mirri.org on a temporary basis to its users, and it reserves the right to withdraw or amend any service it provides on the site without notice.

MIRRI aims to update the site regularly, and may change content at any time. If the need arises, MIRRI may suspend access to the site, or close it indefinitely. Any of the content on the site may be out of date at any given time, and MIRRI is under no obligation to update such content.

IV. Responsibility of MIRRI

MIRRI manages and administers the information and the services offered through the domain mirri.org and it will monitor the compliance of the following principles:

Respect for the right to personal data protection in the terms established by the Organic Law 3/2018, of Protection of Personal Data and Digital Rights Guarantee and the implementing rules.

Principle of equality, accessibility to information and services through electronic means under the terms established by the regulations in force on these matters.

Principle of security in the implementation and usage of electronic means.

Principle of responsibility and quality on the accuracy and authenticity of the information and services offered through mirri.org.

Principle of technological neutrality and adaptability to the progress of techniques and electronic communication systems guaranteeing independence in the choice of alternative technologies by citizens and by MIRRI. To this end,

the MIRRI will use open standards and, where appropriate and in addition, standards that are widely used by citizens.

V. Exclusion of liability

Notwithstanding the foregoing, the liability of MIRRI shall be limited as set out in this clause V.

The information published on the site shall not be intended to amount to advice on which reliance should be placed.

To the extent of services provided free of charge, MIRRI shall not be liable for any loss or damage of any nature.

MIRRI shall be only responsible for the official nature and truthfulness of the information and services offered by MIRRI directly through the domain mirri.org. Therefore, MIRRI shall not be responsible or liable to any third party for the content and accuracy of any information or opinions posted, transmitted, uploaded or submitted by registered users to the site.

Moreover, MIRRI acts in good faith in the provision of information and services to users through its domain mirri.org, so MIRRI is not liable for:

- Information reproduced by third parties and, in particular, the information in the cache of search engines (catching services).

- Technical failures that may impede access to information and services offered through the mirri.org domain.

- Access and use of information and services by minors.

- Access and illegal use by users and, in particular, to activities known as framing or pharming.

- Improper use by third parties alien to MIRRI and, in particular, when those impersonate or emulate the corporate identity of MIRRI.

- The contents of the links that lead to external sites to mirri.org. domain.

Nothing in these terms shall limit or exclude MIRRI's liability for death or personal injury resulting from its negligence; any fraud or fraudulent misrepresentation; or any other liability which, by law, cannot be limited or excluded.

VI. Obligation of users

The status of user will be assigned to any citizen who access the information or services placed within the mirri.org domain, both if the information is used or not. In the use of the information and services offered within the above mentioned domain, the users have the following obligations:

- Users shall make a good use of the information and services offered by MIRRI through the domain mirri.org

Users shall obey these regulations, the Universitat de València statutes and the rest of the legal system. In particular, the rights of citizens and, especially the ones regarding the protection of data, intimacy, honor and personal portrayal, shall be upheld.

The rights of intellectual and industrial property of MIRRI and third parties shall be upheld according to the applicable law.

Users shall collaborate with MIRRI when information on illegal or criminal actions related to the use of MIRRI telematic resources becomes available.

In any case shall the information and services referred to in this document be used for the following aims:

Incurring illicit or illegal activities of any type and, particularly, broadcasting contents or propaganda with a racist, xenophobic, pornographic, sexist, apologising terrorism or undermining of human rights character or acting to the detriment of the rights of intimacy, honor, personal portrayal or infringing people's dignity.

Broadcasting fake, incorrect or inexact manifestations or references on the pages and services of MIRRI.

Damaging the physical and logical systems of MIRRI, its suppliers and third parties.

Introducing or broadcasting computer viruses or any other physical or logical systems which may be subject to provoke the above mentioned damages.

Users shall not republish, redistribute, show to the public, sell, rent, sub-license or exploit for commercial purposes content from the domain mirri.org, unless they own or control the relevant rights in the content, or have authorisation from MIRRI.

Users shall not make a link to any content on the mirri.org domain unless they have authorisation from MIRRI.

Users submitting any content to the website represent, warrant and covenant that:

they have the legal right and authority to accept these terms of submission;

they are the owner of the material or content and/or have all the necessary rights, consents, permissions and licences which are required to submit the content;

the content does not (whether in its submission, subsequent use or otherwise) infringe the intellectual property rights of any third party;

to the extent that the content identifies any individual (whether by name, picture or otherwise), they have obtained all consents and permission from those individuals which are required for MIRRI to use the content;

the content does not include any material that may be illegal, defamatory, obscene, offensive, harmful to the safety or any person, aimed at harassing any person or otherwise inappropriate to display on the site;

the content does not contain any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("spam");

at our request, they will provide MIRRI with written copies of any consents, permission and licences that they are required to obtain in relation to the submitted content;

they will keep MIRRI indemnified, and hold MIRRI harmless, against any claim, loss, damage, cost, expense (including legal fees) or other liability MIRRI may suffer or incur as a consequence of its use of the content or of any breach by the user of this terms of use, whether or not any such liability was foreseeable; and

they will not be entitled to any further compensation for any use by MIRRI of the submitted content

VII. Access and use of services with login

MIRRI offers users that have proven professional experience related with the use of microbial resources, access to certain services which require to open an account and submitting some information using a registration form.

Users agree to provide true, accurate, current and complete information; and to maintain and promptly update their profile to keep it true, accurate, up-to-date and complete.

MIRRI shall have the right to refuse account applications if the information provided in the registration form seems, at MIRRI's discretion, untrue, inaccurate, out-of-date or incomplete or if it fails to show that the professional profile of the user is related with the use of microbial resources.

In the use of services with login, the user has the following obligations:

Secretly keeping the passwords to access restricted-access services, remaining prohibited to facilitate user data and passwords to third parties.

Passwords shall not be stocked up in files, storage mediums or any other places where they can be accessed by non-authorised people.

Users shall always recourse to eight-characters longer passwords, including capital letters, numbers or signs and **shall not be** words, names or concepts.

Access to services with login remains restricted without the corresponding authorisations. MIRRI will only be responsible of the security measures related to the access of such services.

MIRRI shall have the right to disable any user identification code or password, whether chosen by the user or allocated by MIRRI, at any time, if in its opinion the user has failed to comply with any of the provisions of these terms of use.

Users should notify MIRRI immediately at web@mirri.org if they become aware of any unauthorised use of your identification code or password.

From time to time, MIRRI may restrict access to some parts of the site, or the entire site, to registered users.

Registered users submitting content acknowledge that MIRRI may, without notice to you, reject, refuse to use or delete any content at any time where it considers this to be reasonably necessary.

MIRRI shall have the right to disclose a user identity to any third party who claims that any content posted or uploaded by such user to the site constitutes a violation of their intellectual property rights, or their right to privacy.

MIRRI shall use reasonable endeavours to protect any information a user may submit to the site, but it cannot guarantee the security of any information in transmission: any transmission is at the user's own risk. Once MIRRI has received information from a user, it will use appropriate procedures and security features to try to prevent unauthorised access.

VIII. Intellectual and industrial property

The design, source code, logotype, brand and other distinctive signs which appear within the mirri.org domain are property of MIRRI.

Total or partial reproduction of the contents within the site remains prohibited without authorisation.

MIRRI acknowledges and agrees that it obtains no right, title or interest from the content submitted by the users, including any intellectual property rights which may subsist in that content (whether those rights are registered or not, and wherever in the world those rights may exist). The users acknowledge and agree that they are responsible for protecting and enforcing those rights and that MIRRI has no obligation to do so on their behalf

IX. Data protection

Data published in mirri.org

Sites hosted in the mirri.org domain may contain personal data. This data shall only be used for academic and administrative aims. The fact of using it for aims different to these and, particularly, for commercial reasons or for a massive sending of emails (SPAM), will be considered as contrary to the principles in article 4 of the Organic Act 3/2018, of Personal Data Protection and Digital Rights, and its equivalents within the Regulation 2016/679 (GDPR).

In any case, capture and storage of personal data published in the mirri.org domain remains prohibited.

Data submitted by users to open a MIRRI account

MIRRI processes the information about registered users in accordance with the MIRRI [Privacy Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Navigation data

On the other hand, in navigation and use of the services located in the mirri.org domain, the [Privacy policy](#) and the Cookies policy of MIRRI shall be taken into account.

X. Applicable laws

Without prejudice to the present terms and conditions, users shall submit to the Spanish legislation. Any conflict or discrepancy arisen from the interpretation or application of these general conditions shall be subdued to Spanish courts and tribunals.

XI. Validity and changes

These terms and conditions are applicable since the date of their publication. MIRRI reserves its right to modify them without any requirements and such changes are binding to all users since the date of their publication in this page. Therefore, users are advised to check this page from time to time to take notice of any changes.

In case any point or clause of these general conditions is considered to be totally or partially null or not applicable by any competent Court, Tribunal or Administrative body, such nullity shall not affect the other dispositions within the general conditions.