

## Terms and conditions

The Copernicus Emergency Management Service (CEMS) is funded under the [Regulation \(EU\) No 377/2014 of the European Parliament and of the Council of 3 April 2014](#) and is part of the Copernicus services.

It provides information for emergency response in relation to different types of disasters, including meteorological hazards, geophysical hazards, deliberate and accidental man-made disasters and other humanitarian disasters, as well as the prevention, preparedness, response and recovery activities.

The flood early warning and monitoring systems of the Copernicus EMS are composed of the European and Global Flood Awareness Systems (CEMS EFAS & GloFAS).

The access and use of Copernicus Service Information is regulated under [Regulation \(EU\) No 377/2014 and Commission Delegated Regulation \(EU\) No 1159/2013](#). In particular, the law provides that users shall have a free, full and open access to Copernicus Service Information without any express or implied warranty, including as regards quality and suitability for any purpose. These terms and conditions are designed to reflect the relevant law.

By using data of CEMS EFAS & GloFAS the user agrees to be bound to all terms and conditions provided herein including, in particular, the limitations on use, transferability, warranty and liability. 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.

The terms provided herein are complemented by the terms of the commission [Legal Notice](#) and [Privacy Statement](#), unless otherwise expressly stipulated herein.

## Access and use:

Subject to their compliance with the terms and conditions set forth herein, users are granted free access to the data of CEMS EFAS & GloFAS for the following purposes and within the limits allowed under applicable law:

- (a) reproduction;
- (b) distribution;
- (c) communication to the public;
- (d) adaptation, modification and combination with other data and information;
- (e) any combination of points (a) to (d).

Some data as produced by CEMS EFAS & GloFAS is restricted according to article 12 of Commission Delegated Regulation (EU) No 1159/2013. Access to this restricted data will be granted only to specific users and upon registration.

Where the user communicates to the public or distributes data of CEMS EFAS & GloFAS, he/she shall inform the recipients of the source of that data and information by using the following or similar notice:

'Generated using Copernicus Emergency Management Service information [Year]' Where

the data of CEMS EFAS & GloFAS has been adapted or modified, the user shall provide the following or similar notice: 'Contains modified Copernicus Emergency Management Service information [Year]' Disclaimer and liabilities:

Data from CEMS EFAS & GloFAS is provided for information purposes only. This means that the data does not constitute in any way a flood warning for which only national/regional institutions are authorized within their region of responsibility.

The information contained in CEMS EFAS & GloFAS is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of merchantability, integration, satisfactory quality and fitness for a particular purpose. In particular nothing in these terms and conditions should be interpreted as a guarantee that the information contained will be free from errors or omissions, and that such errors or omissions can be rectified. In addition, changes to the data might occur frequently and without prior notice.

By using CEMS EFAS & GloFAS information and data the user acknowledges that these conditions are applicable to him/her and that - to the full extent allowed by law - the user renounces to any claims for damages against the European Union and the providers of the data and information thereto. The scope of this waiver encompasses any dispute, including contracts and torts claims that might be filed in court, in arbitration or in any other form of dispute settlement.

### **Intellectual Property Rights**

The user expressly recognises and acknowledges that the use of the data from CEMS EFAS & GloFAS shall not confer any intellectual property rights or other proprietary right to the user. No provision herein shall be deemed to affect the ownership and interest of the European Union in said data and the intellectual property thereto which shall remain unaltered. Any independent intellectual property right generated as a result of modifying or adapting the data from the flood early warning and monitoring component of the Copernicus EMS shall be owned by the respective creator(s).

### **Access to third party information:**

These terms and conditions only cover data and information from CEMS EFAS & GloFAS. Access to information from third parties to which the user is directed through this portal may be subject to different license terms.

### **Appropriate conduct:**

While using the data from CEMS EFAS & GloFAS you agree that you are solely responsible for complying with these terms and conditions and with any other obligation that may be applicable under law.

### **Data privacy:**

The users' rights on their personal data are protected according to [Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995](#) and [Regulation \(EC\) No 45/2001 \(EC\) No 45/2001 of the European Parliament and of the Council of 18 December 2000](#). Such data will only be used by the European Commission and the providers of the said data and Information for providing services to the user and for statistical as well as

evaluation purposes.