

Terms of Use

Welcome to our Website.

Your access to and use of this Website is subject to these Website Terms of Use. Please read them carefully before accessing or using this Website.

- **DEFINITIONS**

MOTIVATE XR (Maintenance, Support & Operation Training using Immersive Virtual and Augmented Technology for Efficiency with XR), herein referred as “The project”, is a 36-month IA project that addresses the topic HORIZON-CL4-2023-HUMAN-01-CNECT.

The term “Consortium” refers to all signatories, other than the European Commission, of the Grant Agreement 101135963, which may have single or joint intellectual property rights in relation to the project outcomes.

The term “Materials” refer to all information, content, data, documents (e.g. white papers, brochures, datasheets, FAQs, templates, press releases, etc.), downloads, files, text, images, photographs, graphics, videos, webcasts, publications, tools, resources, software, code, programs, applications and products made available or enabled via the Website.

The term “Website Manager”, otherwise stated as ‘us’ or ‘we’, refers to the entity responsible to create and manage the Website <http://motivatexr.eu> (collectively referred to herein below as this “Website”), in order to provide information to its users. Grant Agreement 101135963 assigns to F6S Network Ireland Limited (www.f6s.com) the role of website manager, thus F6S Network Ireland Limited is the Data Controller of the website.

The term ‘you’ refers to the visitor of our Website.

- **SCOPE**

These Website Terms and Conditions (these “Terms” or these “Website Terms and Conditions”) contained herein, shall govern your use of this Website, including all pages within this Website. These Terms apply in full force and effect to your use of this Website and, by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms and Conditions.

- **YOUR USE OF THE WEBSITE**

You agree to use the Website and its contents only for purposes that are permitted by the Terms of Use and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You specifically agree not to access (or attempt to access) any of the Materials, through any automated means (including use of scripts or web crawlers), or by hacking, password mining or other means. You agree that you will not engage in any activity that interferes with or

disrupts the Website (or the servers and networks, which are connected to or accessible through the Website).

You also agree to use the functionalities available in the Website only to access, download, utilise, post, send or receive Materials in an appropriate manner.

You may view, download for caching purposes only, and print Material from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any Material, which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without the Website Manager's express written consent. You also agree not to use any Materials in a manner that infringes any Intellectual Property Rights or rights of any party, not to reproduce or utilise in other electronic or printed publications. The graphic as well as technical design and all content as well as pictures used in this online presentation are protected by copyright.

You also agree not to use Website's domain name as a pseudonymous return e-mail address; not to disrupt, interfere or inhibit any other user from using and enjoying the Website or other affiliated or linked sites, or the Materials; and not to use any Materials in a manner that infringes any Intellectual Property Rights or rights of any party;

- **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

Other than content you own, which you may have opted to include on this Website, under these Terms, the Consortium and/or its licensors own all rights to the intellectual property Material contained in this Website, and all such rights are reserved. The Consortium authorises users to copy and print extracts or documents from this Website solely for personal, non-commercial use, on the understanding that any copy or extract of said documents or pages obtained, maintain all intellectual property rights or other property notices including all disclaimers contained therein. The Project's logo may not be used or reproduced without the prior written consent of the Consortium.

Except as permitted by the copyright law applicable, you may not reproduce or communicate any of the content on this Site, including files downloadable from this website, without the written permission of the copyright owner.

- **TRADEMARKS, TRADE NAMES AND LOGOS**

All trademarks, trade names and logos appearing in the Website are the property of their respective owners and are protected by the international copyright and trademark laws. You agree not to defame or disparage the Project and all trademarks, trade names or logos included in the Website or in the Materials. Any use of any of the trademarks, trade names and logos appearing throughout the Website without the express written consent of the owner of the trademark or name or logo, as applicable, is strictly prohibited.

- **LICENCE TO YOU**

The Consortium grants you a personal, worldwide, non-assignable, royalty free and non-exclusive licence to use the Website solely for the purpose of enabling you to use and enjoy the benefit of the Website and the Materials, in the manner permitted by these Terms of Use. You may not (and you may not permit anyone else to) copy, reverse engineer, create a derivative work of, or decompile or otherwise attempt to extract the source code of the Website or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically permitted to do so by the Website Manager. Unless the Website Manager has given you written permission to do so, you may not

- assign (or grant a sublicense of) your rights to use the Website or the Materials,
- grant a security interest in or over your rights to use the Website or the Materials, or otherwise transfer any of your rights to use them.

- **LINKS TO OTHER INTERNET SITES**

The Website may contain links to other internet sites and services that are operated and maintained by third parties or its affiliates. You acknowledge, understand and agree that the Website Manager will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on such other sites.

- **CHANGES**

The Website Manager reserves the right to modify, suspend, or discontinue any portion of the Website and Materials at any time, with or without notice. The Website Manager reserves the right to modify any part of these Terms of Use at any time. Any modifications shall be effective upon posting to the Website. You agree to review these Terms of Use periodically so that you are aware of any such modifications. Your continued use of the Website after any such modifications have been posted shall be deemed your acceptance of any modifications to the Terms of Use. If, at any time, the Terms of Use are not acceptable to you, you should immediately cease use of the Website. You agree that the above-stated standard for notice of modifications is reasonable.

- **LIMITATION OF LIABILITY**

The Website Manager shall bear no liability for any direct, indirect, incidental or consequential damages that may be due to the incorrect use of the Website by Users or to any errors, failures, defects or delays in the operation of the Website or in the transmission of information on the Internet through this Website.

- **JURISDICTION**

By accessing this Website, and the Materials, you agree that all matters relating to your access to, or use of them, shall be governed by the statutes and laws of Ireland and European Union, without respect to conflicts of laws principles thereof. Any disputes arising out of the use of this Website will be subject to the exclusive jurisdiction of the Courts of Dublin, Ireland.

- **GENERAL**

These Terms of Use shall be governed by, and construed in accordance with, the laws of Ireland without regard to its conflicts of law principles. The Website Manager's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use shall derogate the Coordinator's right to comply with law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Website Manager with respect to such use. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between the parties relating to the subject matter herein, and replace all prior or contemporaneous communications, oral or written.

Privacy Policy

Effective as of %DATE%

WHO WE ARE

"Data controllers" are the people or organisations that determine the purposes for which, and the manner in which, any Personal Data is processed, and make independent decisions in relation to the Personal Data and/or who/which otherwise control that Personal Data.

For the purposes of the GDPR, the data controller of this website with regard to the Personal Data described in this Privacy Policy is F6S Network Ireland Limited (registered number 643630) , whose registered office is at 77 Lower Camden Street, Dublin 2 D02 XE80, Ireland.

This Website falls under the responsibility of the %ACRONYM% Consortium and is concerned with the dissemination and exchange of information about the research conducted in the course of the project and the outcome of this work. The %ACRONYM% project is committed to protecting your privacy and is developing technology that gives you a powerful and safe online experience. This Privacy Policy applies to the Web Site of the %PROGRAMME% %ACRONYM% project (Grant Agreement %GRANT%) and governs data collection and usage.

- **POLICY SCOPE**

The purpose of this Privacy Policy is to provide you, as our data subject, with a statement regarding the Data Protection and Privacy practices and obligations of The %ACRONYM% Project and an explanation of your rights as a data subject.

This Data Protection and Privacy Policy and Notice applies to our business practices, our website (Websites), which are accessible from <https://%WEBSITE%> and it applies regardless

of whether you use a computer, mobile phone, tablet, TV or other device.

As the Organisation is established in the Republic of Ireland, this document is written in the vein of Irish Data Protection Law, and The %ACRONYM% Project falls under the jurisdiction of the Irish Data Protection Commission. This Privacy Policy sets out what Personal Data we collect and process about you in connection with the services and functions of the Organisation. We are not responsible for the content or the privacy notices for any websites to which we may provide external links.

- **WHY AND HOW DO WE ENSURE COMPLIANCE?**

Data protection and privacy laws provide rights to individuals with regard to the use of their Personal Data by organisations, including The %ACRONYM% Project website. Irish and EU laws on data protection govern all activities we engage in with regard to our collection, storage, handling, disclosure and other uses of Personal Data.

We must comply with data protection and privacy laws because the law requires us to but we also would like you to have confidence in dealing with us, and compliance with data protection law helps us to maintain a positive reputation in relation to how we handle Personal Data.

We are required to demonstrate accountability for our data protection obligations. This means that we must be able to show how we comply with the applicable data protection and privacy laws, and that we have in fact complied with the laws.

We do this, among other ways, by our written policies and procedures, by building data protection and privacy compliance into our systems and business rules, by internally monitoring our data protection and privacy compliance and keeping it under review, and by acting if our representatives, including employees or contractors, fail to follow the rules.

We also have certain obligations in relation to keeping records about our data processing.

- **WHO MUST COMPLY?**

All our representatives, which include employees and contractors, are required to comply with our Data Protection Policies and Procedures which inform this Privacy Policy when they process Personal Data on our behalf.

What are the data protection principles and rules?

We aim to comply with the following principles found in Data Protection Law:

- Lawfulness, fairness and transparency – Personal data must be processed lawfully, fairly and in a transparent manner.
- Purpose Limitation – Personal data must be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
- Data minimisation – Personal Data must be adequate, relevant and limited to what is necessary in relation to purposes for which they are processed.
- Accuracy – Personal data must be accurate and, where necessary, kept up to date.

Inaccurate Personal Data should be corrected or deleted.

- Retention – Personal data should be kept in an identifiable format for no longer than is necessary.
- Integrity and confidentiality – Personal data should be kept secure.
- Accountability – Under the GDPR, we must not only comply with the above six general principles but we must be able to demonstrate that we comply by documenting and keeping records of all decisions.

- **PROJECT DATA CONTROLLERS**

The %ACRONYM% project is made of %NUMBER_OF_CONSORTIUM_PARTNERS% consortium partners, each of these entities is responsible for their own data protection compliance. If you have any queries about your personal data being used in this project please contact the relevant controller from the list below making sure to cite clearly that your query is related to the %ACRONYM% project:

Partner	Email	Link to Privacy Policy
Official Name Of Partner 1	Partner 1 Email	Link To Partner 1 Privacy Policy On Their Website
Official Name Of Partner 2	Partner 2 Email	Link To Partner 2 Privacy Policy On Their Website
F6S Network Ireland Limited	privacyie@f6s.com	https://www.f6s.com/privacy-policy-participants
Official Name Of Partner ...	Partner ... Email	Link To Partner ... Privacy Policy On Their Website

- **PERSONAL DATA THAT THIS WEBSITE COLLECTS PROVIDED BY YOU AND HOW WE USE IT**

Any personal information which you volunteer to The %ACRONYM% Project through the use of this website will be treated with the highest standards of security and confidentiality, strictly in accordance with the EU GDPR and the Data Protection Acts 1988 to 2018. Unless stated otherwise in detail in the relevant sections of the Website, Personal Data generated from the use of our Website is processed as follows:

(i) Contact via contact form

Should you choose to communicate with us via the contact form, we invite you to provide your name, your email address, and message. The website does not store your personal data. The legal basis for processing Personal Data for the purposes set out in this item is art. 6(1)(b) of GDPR.

(ii) Newsletter subscription

Should you choose to subscribe to our newsletter, we invite you to provide your name, and your email address which are managed by <https://mailchimp.com/> according to their terms and conditions. The website does not store your personal data. The legal basis for processing Personal Data for the purposes set out in this item is art. 6(1)(a) of GDPR. You can withdraw your consent from any communication from the %ACRONYM% project by using the 'Unsubscribe' link in any communication.

(iii) Social Media

Some of our webpages use social media plug-ins from other organisations. We embed widgets from these social media networks to provide retweet / sharing functions, like boxes, stream embeds and follow buttons. These other organisations may receive and use personal data about your visit to our sites or apps. If you browse our Website or view content on our apps, the information that these third-party social media organisations collect may be connected to your account on their site. For more information on how these organisations use personal data, please read their privacy policies. The legal basis for processing Personal Data for the purposes set out in this item is art. 6(1)(a) of GDPR.

(iv) Special Category Data

We will not collect special category data from you (for example information around your political/philosophical beliefs, racial/ethnic origins, sex life/sexual orientation) through your use of this website.

(v) Site visitation tracking

We use Google Analytics (GA) to track user interaction and for statistical reasons. We use this data to determine the number of people using our site, to better understand how they find and use our web pages and to see their journey through the website.

Although GA records data such as your geographical location, device, internet browser and operating system, none of this information personally identifies you to us. Your computer's IP address is anonymized by GA services and cannot be used to personally identify you. We consider Google to be a third party.

GA makes use of cookies, details of which can be found on Google's developer guides. For your information, our Website uses the analytics.js implementation of GA. Disabling cookies on your internet browser will stop GA from tracking any part of your visit to pages within this website. The legal basis for processing Personal Data for the purposes set out in this item is art. 6(1)(a) of GDPR.

- **COOKIES AND THIRD PARTY – COOKIES**

Cookies are small text files that can be used by websites to make a user's experience more efficient.

You reserve the right to set up your browser to warn you before accepting cookies, or you can simply set it to refuse them, although you may not have access to all the features of this website if you do so. See your browser 'help' button for how you can do this. You do not need to have Cookies on to use or navigate through many parts of this Website. Remember that if you use different computers in different locations, you will need to ensure that each browser is adjusted to suit your Cookie preferences.

- **HOW WE STORE YOUR PERSONAL DATA**

If you submit your contact details via the newsletter subscription form, your data is stored and managed in the platforms mentioned in section 5. They will be securely transmitted through the %ACRONYM% website with access only by authorised personnel.

Cookies are currently the only occasion where personal data will be stored by this Website.

We utilise state-of-the-art technology to store your data. The following safeguards are used, for example, to protect your personal data from misuse or any form of unauthorised processing:

- Access to personal data is restricted to a limited number of authorised persons for the stated purposes.
- The IT systems used for processing data are technically isolated from other systems to prevent unauthorised access and hacking.
- Access to these IT systems is constantly monitored to detect and prevent misuse in the early stages.

- **HOW LONG WE WILL KEEP YOUR PERSONAL DATA FOR**

The project shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected. However, as it is a European Commission funded project it must retain generated data until five years after the balance of the project is paid or longer if there are ongoing procedures (such as audits, investigations or litigation). In this case, the data must be kept until they end.

- **DATA BREACHES**

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

- **YOUR RIGHTS AS DATA SUBJECT WITH RESPECT TO YOUR PERSONAL DATA**

Under the General Data Protection Regulation [Articles 15-21], you have a number of important rights . In summary, those include rights to:

Right of access:

You have the right to be aware and verify the legitimate nature of the processing. So, you have the right to access your personal data and receive additional information about how we process it.

Right to rectification:

You have the right to study, correct, update or modify your personal data by contacting the %ACRONYM% website manager at privacy@f6s.com.

Right to erasure (Right to be forgotten):

You have the right to request deletion of your personal data when we process it on your consent or in order to protect our legitimate interests. In all other cases (such as, where there is a contract, obligation to process personal data legally required, or public interest), this right is subject to specific restrictions or shall not exist, as the case may be.

Right to restriction of processing:

You have the right to request a restriction of the processing of your personal data in the following cases:

- (a) when the accuracy of the personal data is contested and until the accuracy is verified
- (b) when you oppose the deletion of your personal data and request the restriction of their use instead,
- (c) when personal data are not needed for processing purposes, they are however required for the establishment, exercise, or defence of legal claims, and

(d) when you object to the processing and the decision on your objection to processing is pending.

Right to object to processing:

You have the right to object at any time to the processing of your personal data where, as described above, the processing is based on the legitimate interests we pursue as data controllers, as well as, for the purposes of direct marketing and consumer profiling, if applicable.

Right to data portability:

You have the right to receive your personal data free of charge in a format that allows you to access, use, and edit them with commonly used editing methods. You also have the right to ask us, in case it is technically feasible, to transmit the data directly to another controller. Your right to do so exists for the data you have provided to us and is processed by automated means based on your consent or for the execution of a relevant contract.

Right to withdraw your consent:

In cases where processing is based on your consent, you have the right to withdraw it without affecting the lawfulness of processing based on consent prior to its withdrawal.

If you would like to exercise any of those rights, please:

- contact us using our Contact details below
- let us have enough information to identify you,
- let us have proof of your identity and address, and
- let us know the information to which your request relates.

- **TIME LIMITS FOR COMPLIANCE WITH YOUR RIGHTS AS DATA SUBJECT**

We make every effort to comply with all requests within one month of the receipt of the request. However, this period may be extended for reasons relating to the specific right or complexity of your request.

- **DATA CONTROLLER CONTACT DETAILS AND DATA PROTECTION OFFICER**

The data controller of this website is F6S Network Ireland Limited (registered number 643630), whose registered office is at 77 Lower Camden Street, Dublin 2 D02 XE80, Ireland. All questions, comments and requests regarding this Privacy Policy may be also addressed to the following Contact details to privacyie@f6s.com or post address to our Company.

A Data Protection Officer has been appointed by F6S and such DPO will assist with the oversight of this Privacy Policy.

- **HOW TO COMPLAIN**

As the Data Subject, you have the right to complain at any time to a supervisory authority in relation to any issues related to our processing of your Personal Data. We would like to hear from you first if you have a complaint about how we use your data so that we may rectify the issue. As The %ACRONYM% Project and F6S Network Ireland Limited are located in Ireland and we conduct our data processing in the EEA, we are regulated for data protection purposes by the Irish Data Protection Commissioner.

You can contact the Data Protection Commission as follows:

Website: www.dataprotection.ie

Phone: +353 (0) 1 7650100 or +353 (0) 1800437 737

Email: info@dataprotection.ie

Address: Data Protection Office – 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland

- **CHANGES TO OUR PRIVACY POLICY**

Our practices as described in this Privacy Policy may be changed, but any changes will be posted and any such changes shall apply to your continued usage.

You are encouraged to review this Privacy Policy periodically to make sure that you understand how any personal information you provide will be used.

We may also email you in certain circumstances to let you know if and when we update this Privacy Policy to ensure you are informed.

Any changes to this Privacy Policy will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

Cookie Policy

This website uses cookies. We use cookies to ensure that we give you the best experience on our website. Please also read our [Terms of Use](#) & [Privacy Policy](#) which governs the use of this site.

Cookies are small text files that can be used by websites to make a user's experience more efficient.

The law states that we can store cookies on your device if they are strictly necessary for the operation of this site. For all other types of cookies we need your permission.

This site uses different types of cookies. Some cookies are placed by third party services that appear on our pages.

You can at any time change or withdraw your consent from the Cookie Declaration on our website.

Learn more about who we are, how you can contact us and how we process personal data in our Privacy Policy.

Necessary (3)

Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.

Name	Provider	Purpose	Expiry	Type
CONSENT	YouTube	Used to detect if the visitor has accepted the marketing category in the cookie banner. This cookie is necessary for GDPR-compliance of the website.	2 years	HTTP Cookie
CookieConsent	Cookiebot	Stores the user's cookie consent state for the current domain	1 year	HTTP Cookie
wordpress_test_cookie	www.%WEBSITE%	Used to check if the user's browser supports cookies.	Session	HTTP Cookie

Statistics (3)

Statistic cookies help website owners to understand how visitors interact with websites by collecting and reporting information anonymously.

Name	Provider	Purpose	Expiry	Type
_ga	Google	Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	2 years	HTTP Cookie
_gat	Google	Used by Google Analytics to throttle request rate	1 day	HTTP Cookie
_gid	Google	Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	1 day	HTTP Cookie

Marketing (11)

Marketing cookies are used to track visitors across websites. The intention is to display ads that are relevant and engaging for the individual user and thereby more valuable for publishers and third party advertisers.

Name	Provider	Purpose	Expiry	Type
VISITOR_INFO1_LIVE	YouTube	Tries to estimate the users' bandwidth on pages with integrated YouTube videos.	179 days	HTTP Cookie
YSC	YouTube	Registers a unique ID to keep statistics of what videos from YouTube the user has seen.	Session	HTTP Cookie
yt.innertube::nextid	YouTube	Registers a unique ID to keep statistics of what videos from YouTube the user has seen.	Persistent	HTML Local Storage
yt.innertube::requests	YouTube	Registers a unique ID to keep statistics of what videos from YouTube the user has seen.	Persistent	HTML Local Storage
yt-remote-cast-available	YouTube	Stores the user's video player preferences using embedded YouTube video	Session	HTML Local Storage
yt-remote-cast-installed	YouTube	Stores the user's video player preferences using embedded YouTube video	Session	HTML Local Storage

yt-remote-connected-devices	YouTube	Stores the user's video player preferences using embedded YouTube video	Persistent	HTML Local Storage
yt-remote-device-id	YouTube	Stores the user's video player preferences using embedded YouTube video	Persistent	HTML Local Storage
yt-remote-fast-check-period	YouTube	Stores the user's video player preferences using embedded YouTube video	Session	HTML Local Storage
yt-remote-session-app	YouTube	Stores the user's video player preferences using embedded YouTube video	Session	HTML Local Storage
yt-remote-session-name	YouTube	Stores the user's video player preferences using embedded YouTube video	Session	HTML Local Storage