

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING EXTERNAL ACCESS TO MASS FOR COLLABORATION (hereafter, known as “The Service”).

These Terms and Conditions are a legal agreement between you and MET OFFICE on behalf of the SECRETARY OF STATE FOR BUSINESS, INNOVATION AND SKILLS OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND of FITZROY ROAD, EXETER EX1 3PB for access to The Service and sets out the terms and conditions for use of The Service which will apply to all Users. Applying for access to The Service means that you accept (and agree to abide by) all of the Terms and Conditions stated herein.

Introduction

(i) The Service is provided by the Met Office (and may be enabled by Enabling Provider(s)) to allow Collaboration Projects to be undertaken between members of external organizations to the Met Office and the Met Office.

(ii) These Terms and Conditions are intended to preserve the security of information delivered by The Service and the integrity of The Service itself and sets out, amongst other things, the obligations concerning the conduct of Users whilst using The Service.

1. Interpretation and definitions

Account Credentials means items which have been given to you which identify your account on The Service. This may be in the form of username and passwords, a file or token for use in either a Client Application or Web Interface used to access The Service.

Client Application means a software application to access The Service and provided by the Met Office to either you, the organization you represent, or to an Enabling Provider for that purpose.

Collaboration Project means a collaboration which has been approved between one or more members of an organization external to the Met Office and a Sponsor within the Met Office.

Confidential Information means all information of a confidential or sensitive nature such as commercial, governmental, military or personal information; including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, techniques, know-how, financial information, personal information, databases and the information contained therein;

Enabling Provider means a third party who through a partnership with the Met Office, provides specific systems/environments to enable access to The Service. For example – the JASMIN facility at BADC.

Malware means software or data which is intentionally likely to cause damage to computer or information systems or inconvenience to the user, whether for commercial, criminal or destructive purposes. Examples of malware include (but are not limited to) viruses, worms, logic bombs, spyware and adware;

Service Desk means the contact point for Users to report problems;

Sponsor means the individual to whom a Collaboration Project is assigned and who is responsible for the Collaboration Project.

Terms And Conditions means this agreement;

The Service means External Access to MASS for Collaboration at the Met Office. This is service provided specifically for the purposes of enabling Collaboration Projects between the Met Office and users or organizations external to the Met Office.

User means an individual who is authorized to use The Service for the purposes of a Collaboration Project.

2. Acceptable Use of The Service

2.1 You will use The Service for the purpose of undertaking work on Collaboration Activities(s) only and for no other purpose. Your use of The Service must:

- (a) Comply with the terms of this Terms and Conditions Agreement.
- (b) Comply with the law applicable in England and Wales.
- (c) Comply with any contractual or licence obligations relating to your Collaboration Project, or associated with data used within the Project.

2.2 You must not use The Service for any of the following:

- (a) Unlawful activity.
- (b) Subverting any security features or testing the security enforcing features of The Service or any Enabling Provider.
- (c) Creating, transmitting, storing, downloading, or displaying material that
 - (i) is defamatory of any person;
 - (ii) is obscene, offensive, hateful or inflammatory;
 - (iii) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or anything else prescribed by law;
 - (iv) discloses the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;
 - (v) infringes any copyright, database right, trade mark or any other intellectual property rights of any other person or body;
 - (vi) breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (vii) is in contempt of court;
 - (viii) is likely to harass, upset, embarrass, alarm or annoy any other person;
 - (ix) impersonates any person, or misrepresent your identity or affiliation with any person;
 - (x) gives the impression that the material emanates from another organisation if this is not the case;
 - (xi) advocates, promotes, incites any third party to commit, or assist any unlawful or criminal act;
 - (xii) contains any advertising or promotional material relating to a User's own private business or commercial service;
 - (xiii) contains material which would be considered Confidential Information.
- (d) Running any form of business whether private, personal or charitable, or creating, editing or accessing website pages associated with that business.
- (e) Gaining (or attempting to gain) unauthorized access to any facility or service within or outside The Service, or making any attempt to disrupt or impair such a service.
- (f) Using The Service to try and compromise any system such as customers' and partners' networks, or systems on the Internet.
- (g) Creating or intentionally downloading malicious software (Malware) of any kind, including virus-like code embedded in macros or similar.
- (h) Intentionally storing known virus-infected programs or macros or intentionally transferring or forwarding of any such material to another person or system.
- (i) Deliberately or recklessly undertaking activities which may result in any of the following:
 - (i) the waste of staff effort or network resources, including time on any system accessible via The Service;
 - (ii) the corruption or disruption of other Users' data or software;

(iii) the violation of the privacy of other Users;

(iv) the disruption of the work of other Users;

(v) the introduction or transmission of any Malware into The Service, including the systems/environments of any Enabling Provider.

(j) Holding or processing any material, which would be considered Confidential Information.

2.3 You will only use those data specified in individual Collaboration Project agreements and will only use the data supplied for purposes as outlined by the License agreement(s) that are provided by the Client Application when you download data through The Service.

3. Security

3.1 You acknowledge that the account created for you to access The Service is for your use only. You will take all reasonable precautions to prevent others from using any Account Credentials which are issued to you to enable access to The Service.

3.2 You acknowledge that you will be held accountable for any actions that are performed using your Account Credentials through The Service.

3.3 You are not permitted to share the Account Credentials issued to you to access The Service with others and are responsible for keeping your Account Credentials secure.

3.4 You will inform the Service Desk promptly if you suspect your Account Credentials may have been compromised or been used by somebody else.

3.5 If you are accessing The Service via an Enabling Provider, you will inform the Enabling Provider immediately if you suspect that you have encountered Malware on the systems of the Enabling Provider and will co-operate with any requests made to mitigate the effect of the Malware. You must not attempt to remove or destroy the Malware. You must not use The Service again until you receive express permission to do so.

3.6 If you access The Service through an Enabling Provider and require any software to be loaded onto the Enabling Providers' system, you must seek approval from the Enabling Provider before doing so.

3.6 You must not use the Client Application provided to access The Service for any purpose other than to access The Service.

3.7 You should not attempt to access the service via any other means than the Client Application.

3.8 You must not reverse engineer, circumvent or distribute copies of the Client Application provided to you to access The Service, either in part, or in whole.

3.9 You must not attempt to circumvent, or disrupt the operation of any Web Interface provided to you to access The Service.

4. Support

4.1 Access to The Service is provided to you with no warranty and the Met Office will not be held responsible for any commercial damages or losses, loss of profits or relating to use of The Service, or due to periods of time when The Service is unavailable for use.

4.2 The Met Office reserves the right to restrict the number of requests, or reject Requests made to The Service at any time.

4.3 Users should be aware that The Service will be unavailable during scheduled maintenance. The Met Office will take reasonable steps to inform you of outages to The Service due to planned maintenance.

5. Monitoring

5.1 You acknowledge that whilst you are using The Service you will be subject to lawful business monitoring.

5.2 Met Office reserves the right to exercise control over all activities employing its computer facilities, which may include but is not limited to:

(a) monitoring the use and performance of The Service;

(b) investigation relating to breaches or alleged breaches of the terms of these Terms And Conditions or any other regulatory or statutory requirement.

(c) investigation relating to breaches or alleged breaches of the licensing terms under which data has been provided to the User in relation to the Collaboration Project(s) in which they are (or have previously) participated.

6. Confidentiality

6.1 You will treat any Confidential Information which may become available to you through the use of The Service as confidential. Such Confidential Information must not be disclosed, copied, modified, disseminated, published, or used either in whole or in part.

7. Breach of the Terms and Conditions

7.1 When Met Office considers that a breach of these Terms and Conditions has occurred, or any Licensing terms under which data is made available to you, it may at its discretion take such action as deemed appropriate. Failure to comply with acceptable use of The Service constitutes a material breach of the terms of use on which you are permitted to use The Service and may result in Met Office taking all or any of the following actions.

(a) Immediate, temporary or permanent withdrawal of your right to use The Service.

(b) Issue a warning to you.

(c) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach.

(d) Further legal action against you.

(e) Disclosure of such information to law enforcement authorities as Met Office feels is necessary or as required by law.

(f) Inform the Sponsor of the Collaboration

(g) Inform any Enabling Provider you use to gain access to The Service of the breach

(h) Inform any organization you work for (or represent) about the breach

7.2 Met Office excludes its liability for all action it may take in response to breaches of these Terms and Conditions. The actions described above are not limited, and Met Office may take any other action it deems appropriate.

8. Service Desk contact details

8.1 All problems should be reported in the first instance to the Service Desk either by Email servicedesk@metoffice.gov.uk or Telephone 01392 886666

8.2 Support for the service is provided between Monday to Friday, between the hours of 9am to 5pm - UK time; excluding bank holidays.

8.3 The Met Office will use reasonable endeavours to respond to your query within 7 working days.

9. Governing Law

9.1 This User Agreement will be construed and enforced in accordance with the laws of England and Wales. The English Courts will have exclusive jurisdiction to deal with any dispute that arises out of or in connection with this User Agreement.

10. Changes to this Agreement

10.1 Met Office may revise these Terms and Conditions at any time and will provide reasonable notice to you of any revisions made.