



**NET
ZERO
CITIES**

TERMS AND CONDITIONS OF USE NETZEROCITIES PORTAL

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Disclaimer

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TERMS AND CONDITIONS OF USE NETZEROCITIES PORTAL

Article 1. DEFINITIONS

"Account" means the personal account allowing the User to access the Platform after logging in using an email address and single-use code.

"Code of conduct": Refers to the Code of conduct appearing in the Appendix of the present TOU, which is intended to govern the behavior of Users on the Platform.

"The Company" or **"LGI"**, refers to LGI Sustainable Innovation, SASU whose registered office is located at 6 Cité de l'Ameublement 75013 Paris, France registered in the Paris Trade and Companies Register under number: B 485 241 368 and represented by Mr. Vincent Chauvet.

"Content": refers to content of any kind posted on the Platform by its Users.

"Content User": means the User or any other person who uses the Content subject to the license, uploaded on the Platform by a User.

"Knowledge repository" means the open access area of the Platform where Users may submit proposals for articles or content to published, after a peer-review process. The Knowledge repository is accessible to logged-in Users with an Account and to any Internet user.

"License": Refers to the creative commons license under which the Content posted on the Platform by Users is subject.

"Platform" means the online NetZeroCities platform, allowing Users to interact and share content on issues related to sustainability and carbon neutrality.

"Project", means the "NetZeroCities" or "NZC" project, which is part of the Horizon 2020 Research and Innovation Programme in support of the European Union's Green Deal designed to help cities overcome the current structural, institutional, and cultural barriers they face in order to achieve climate neutrality.

"Service" refers to the Service provided by LGI, i.e., making the Platform and its functionalities available to Users.

"TOU" or **"Terms"** means these General terms and conditions of use setting out the User's rights and obligations.

"User" means the person who has created an Account on the Platform and uses the Service, regardless of its role.

Article 2. SERVICE DESCRIPTION

For the needs of the Project, LGI is developing and operating a social portal called NetZeroCities, which aims to connect different types of Users: cities across Europe, companies offering innovative solutions related to carbon neutrality, regional, national, and European authorities and experts who will be in charge to address the needs of the cities officers and citizens using the Platform.

The Platform contains different modules and functionalities accessible to Users according to their quality: a knowledge repository, a NZC barometer, a community blog, city dashboards, a call

management functionality, an onboarding tool, a grant monitoring functionality, a P2P space and social network and various interactive tools.

LGI reserves the right to develop the Service, to add and/or change the Platform's features, without the User being entitled to claim any compensation. LGI will inform Users of the scheduled changes through the Platform or any other appropriate mean.

LGI does not charge Users for the use of the Service and the Platform is not funded by advertising resources. The Platform was created as part of the NetZeroCities Project and has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 101036519.

Article 3. ACCEPTANCE OF THE TOU

These TOU form the binding agreement between LGI and the User and govern the provision of the Service to the User, namely the creation of an Account on the Platform and the use of the Platform.

Use of the Services is subject to acceptance of these TOU. This acceptance is deemed effective once Users have checked the corresponding box upon registration. The User having accepted the Terms and Conditions of Use acknowledges that he/she is fully informed and contractually bound by all its provisions. If the User does not agree with the current TOU, he/she cannot create an Account on the Platform or access the Service.

If not proven otherwise, Users acknowledge and accept that the data recorded by LGI constitutes proof of all operations carried out using their Account on the Platform.

LGI reserves the right to modify and change these TOU at any time, provided that Users are informed of these scheduled changes and are given the opportunity to review the modified TOU within 30 days before the modified TOU come into force.

Article 4. REGISTRATION PROCESS AND ACCESS TO THE PLATFORM

Registration process. When logging on to the Platform for the first time, the User is asked first to enter (i) his/her email address, (ii) information relating to: his/her functions, identity, and location and (iii) whether he/she wishes to receive news and updates. The User is then asked to read and accept the privacy policy and the TOU. The User is informed that the personal data contained in the registration form is required for the creation of an account and is processed in accordance with LGI's [privacy policy](#).

Access to the Platform. For registration and authentication, a password-less procedure is set up. When the User first accesses the Platform, he/she will receive a 6-digit single use code at the email address he/she has provided. This unique code, which is only valid for a certain amount of time must be entered in the dedicated area of the login page in order to access the Platform. The device used for signing in is then memorized and future connections by the User within 12 months' time will not require additional authentication. If the User logs out or logs in with a new device, the procedure must be repeated. The User will also be able to delete his/her connected devices via the settings of his/her Account. The User will also be able to choose to deactivate the password less feature and activate the factor authentication for each log in.

The User may access the Platform at any time, excluding maintenance periods. Users are informed that the service is provided "as is", without any implicit or explicit guarantee of availability or service level.

Article 5. USER ACCOUNT PRIVACY

The Account created by the User to access the Platform is strictly personal, confidential, and non-transferable. The User undertakes to maintain the confidentiality of his/her email address and not to allow any third party to access his/her Account. In the event that the User loses control of or access to his/her email address, he/she is requested to inform LGI as soon as possible and to request that access to his/her Account be blocked. Otherwise, any access to the Account using the email address provided by the User and the single use code sent to this address will be presumed to be by the User.

If LGI has legitimate reasons to believe that the User's access or the security of the Platform is compromised, or that the Platform is being misused due to unauthorized access, LGI reserves the right to temporarily suspend the User's Account.

Article 6. USER TYPES

Users must be at least 18 years of age to access and use the Platform. Access to the Platform is open to different types of Users, as described below. The Users are organized in five categories, conditioning their prerogatives and the functionalities of the Platform to which they will have access:

- Citizens: these profiles are intended for natural persons who are citizens of European cities.
- City staff: these profiles are intended for natural persons who are part of the staff of European cities, themselves divided into four categories (mission city, pilot city, twin cities, any city) according to their role in the Project.
- Local Partners and community of practice: these profiles are intended for members of a community of practices.
- Public authorities: these profiles are intended for Users who are members of public authorities at European, national, or regional level.
- Guides: these profiles are intended for Users with guide status, i.e. city advisors and experts.
- NetZeroCities consortium users

At the time of registration, Users agree to select the user type that matches their role and responsibilities. LGI reserves the right to verify that the type chosen by the User at the time of registration meets his or her actual prerogatives and to modify it if necessary.

Article 7. SERVICE FEATURES

The Service includes the features as described below. The Platform features can be differentiated according to the type of User.

Features available to City staff users:

- **On-boarding tool:** This feature serves as an introduction to the Project and the Platform. It includes a virtual tour through the Platform and several links that will bring the User to “Quick reads” and recommended content on the Platform.

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- **Dashboards:** The dashboards allow individual progress monitoring for European cities regarding carbon emissions. Progress will be reported on each city’s dashboard using quantitative and qualitative KPIs.
- **Call and Grant monitoring:** The Call & Grant monitoring feature allows for management and reporting of grants as well as cities’ application process, depending on the city’s status.
- **Interactive tools:** a set of interactive tools and services spanning social innovation, active learning, technical advisory, and innovative finance are made available to cities through the Platform.

Features available to all Users:

- **Knowledge Repository:** The Knowledge Repository feature is a multi-media repository of resources aimed towards supporting the Users to progress towards carbon neutrality. It allows Users to browse all resources, view featured content and find relevant content using features such as search, tags, and filters. The knowledge repository can be enriched directly by Users who submit the contents they wish to see published to a peer review system. It can also be enriched with resources from the Platform’s peer to peer space, or from external initiatives identified by members of the NZC consortium. The content published on the Knowledge repository is distributed under a creative commons license as described in the present TOU. The Knowledge repository is accessible to logged-in Users with an Account and to any Internet user.
- **P2P Collective space and Social Network:** The Peer-to-Peer Social Network and Collaboration Space provides a profile page per User (social networking functionality) and allows Users to organize and attend meetings and events, in person or remotely, to create and engage in groups based on their interests, to access Cities’ profile pages, to access a newsfeed curated with relevant Content and to interact with other Users.
- **NZC Barometer:** Users are able to monitor the progress of European cities through the NZC barometer which provides a high-level aggregation of data from all cities to assess their progress in achieving their objective of climate neutrality by 2030. The barometer is updated on an annual basis.

Some Platform features may include sending notifications to Users directly on the Platform or by email on a daily, weekly, or monthly basis. Users can always change their notification settings and unsubscribe whenever they wish.

Article 8. SERVICE DURATION

The service is provided to the User for an unlimited period of time, until the deletion of the User’s Account.

Termination by User. The User may delete their Account and all their data at any time and for any reason, including because they no longer wish to use the Service or due to a change in the TOU.

Termination by LGI. The Service may also be terminated at LGI’s sole discretion in the event of a breach by the User of its obligations as set out in the present TOU and in particular in the event of a breach of the Code of conduct below.

If LGI deletes a User account, LGI will inform the User by email to the contact address provided and/or via the Platform, stating the reasons for deletion. The User will then be given the opportunity to request another review of the situation by LGI, unless the Account was deleted due to a breach of applicable laws or regulations in the User's country of residence or if its deactivation is requested by a court decision or a request issued by any competent legal authority or would incur the liability of LGI or a third party.

Article 9. SUPPORT

LGI provides Users with assistance in the event of difficulties encountered when accessing or using the Platform or the Service. To contact the support team, the User may send an e-mail precisely describing the issue to the following address: suport@netzerocities.eu.

The User undertakes to fully cooperate with LGI and provide any information required to resolve the difficulty encountered. If LGI becomes aware that the User is using the Service in violation of the terms of the present TOU, the Code of conduct or any applicable regulations, LGI reserves the right to refuse to provide the User with assistance.

LGI makes its best efforts to provide a timely response to each assistance request. Nevertheless, the User is expressly informed that response times may be longer in the event of an unusual increase in the volume of requests received.

Article 10. LGI'S GUARANTEES AND LIABILITY

When providing the Service, LGI acts as a host within the meaning of the Directive on electronic commerce 2000/31/EC of the European Parliament and of the Council of 8 June 2000. Users are therefore informed that, unless otherwise agreed, LGI does not exercise any prior control over the Content that is published on the Platform by Users and does not provide any guarantee as to the Content's quality, accuracy, or the fact that it is up to date.

In this respect, LGI can only be held liable for the content published on the Platform in accordance with Articles 14 and 15 of the aforementioned Directive. Apart from this, LGI shall not be liable for any direct or indirect damage caused by a User to another User or to a third party in connection with the use of the Service and in particular in the event of a breach by the User of the applicable regulations or the Code of Conduct.

LGI offers the use of the Platform on an "as is" basis and makes every effort to ensure that it is maintained and functional but does not give any guarantee of faultless functioning or that the Service will be operational at all times.

LGI shall not be liable for any difficulties experienced by the User in the availability and use of the Service, or in case of failure or malfunction of tools, systems, or networks beyond its control or to the unreliability of the means of access available to the User to access the Platform.

Third-party websites, social networks, and platforms. LGI has no control over websites or platforms that are not created by LGI but by third parties, including by a User, and which are not administered by LGI. LGI is not responsible in any way for the content of these third-party websites, over which it has no control.

Article 11. INTELLECTUAL PROPERTY

11.01 Intellectual property rights relating to the Platform

The Platform and all its components (software in the form of source and object code, preparatory material and databases, logos, trademarks, graphic design components, images, videos, texts and, more generally, all content present on the Platform which has not been uploaded by Users) are creations protected by intellectual property rights held by LGI and/or, where applicable, its partners. The provision of the Platform to Users by LGI does not result in any transfer of intellectual property rights to the Users.

In this respect, any use of the Platform and its contents other than for browsing and consultation for private use is prohibited. In particular, the User is prohibited from reproducing or representing for any use other than private, selling, distributing, issuing, translating, adapting, disseminating, and communicating, in full or in part, in any form whatsoever, any component of the Platform. Furthermore, any disassembly, decompilation, decryption, extraction, reuse, copying in whole or in part is strictly prohibited and may result in the suspension of the Service and legal proceedings.

11.02 Intellectual property relating to content published by Users on the Platform

Content of any kind (including but not limited to: text, photos, illustrations, graphics, videos or any other type of content supported by the Platform) uploaded or published by Users on the Platform (in groups, on profile pages, on city pages, in the knowledge repository and more generally, on all collaborative spaces of the Platform will automatically be subject, as soon as they are uploaded, to the Creative Commons license: Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) (the "License").

Before any publication of Content in the knowledge repository, the User is invited to read the terms of the License and to accept them. The User is expressly informed that he/she will not receive any remuneration in return for the publication of Content in the knowledge repository.

Under the terms of this license, Content users may:

- Share the Content. Copy and redistribute the Content in any medium or format.
- Adapt the Content. Remix, transform, and build upon the Content.

The User cannot revoke these freedoms, as long as the license terms are followed by Content users.

According to the terms of this license, Content users must in particular:

- **Attribution:** give appropriate credit, provide a link to the license, and indicate if changes were made. The Content user may do so in any reasonable manner, but not in any way that suggests the User endorses the Content user or their use.
- **NonCommercial:** The Content user may not use the material for commercial purposes.
- **ShareAlike:** If the Content user remixes, transforms, or builds upon the Content, they must distribute their contributions under the same license as the original.

No additional restrictions: the User may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

Content users do not have to comply with the license for elements of the material in the public domain or where the use from the Content user is permitted by an applicable exception or limitation.

No warranties are given. The license may not give the Content User all the permissions necessary for their intended use. For example, other rights such as publicity, privacy, or moral rights may limit how the Content user uses the Content.

In case of consultation or use of Content published in the Knowledge repository, the User agrees to comply with the terms of the license as set out above.

Article 12. MISCELLANEOUS

Entire agreement. The TOU are accessible at any time on the Platform. They represent the entire agreement between LGI and the User and supersede any prior version or other agreement between the Parties. They come into effect from the update date indicated at the top of the present document. The TOU apply to the exclusion of all other conditions and constitute all the rights and obligations of the parties within the framework of their contractual relationship. No specific condition, at the initiative of the User, may be added to or substituted for the present TOU.

In the event that one or more provisions of the TOU is found to be invalid, unenforceable or of no effect, the TOU will retain their full force and scope and the validity of the remaining provisions shall not be affected thereby.

These General Terms and Conditions of Use apply to the use of the Service to the exclusion of any other services or activities offered by LGI, the conditions of use of which would then be defined in a document separate from these TOU. Specific conditions or agreements may apply to the use of other services offered by LGI outside the Platform.

Non-waiver. The fact that LGI delays in exercising any of its rights under the TOU or its contractual relationship with the User or fails to exercise such rights or to enforce any breach of a contractual obligation by the User, shall not be construed as a waiver to exercise the aforementioned rights or obligation.

The User agrees that LGI may transfer the contract to its affiliates or a third party without the User's prior consent.

Article 13. APPLICABLE LAW AND DISPUTE RESOLUTION

The Service is provided in English and a translation in all the official EU languages is conducted by Tilde.com and made available to Users on the Platform. The TOU are provided in English and the English version shall prevail over any language used in translation.

In the event of a dispute or to resolve a complaint, the User agrees to contact LGI by email at: contact@netzerocities.eu in order to find an amicable solution.

If the dispute cannot be resolved amicably, if the User is a consumer and is resident in a member state of the European Union, the laws of that member state will apply to any dispute concerning the Service arising between LGI and that User and the courts of that member state will have jurisdiction to hear the dispute.

In all other cases, the User agrees that the claim will be brought before the competent courts of the city of Paris and that French law will govern these TOU.

APPENDIX – CODE OF CONDUCT

This document outlines the aims and guidelines governing participant conduct within the NetZeroCities online_community, including the Community of Practice (CoP), a platform for diverse individuals to collaborate and engage in a constructive and supportive manner, with a focus on topics pertinent to the transition towards climate-neutrality. This code of conduct applies primarily to the NetZeroCities portal (NetZeroCities.app).

Our Aim

Our goal is to provide a safe environment that delivers the best possible experience to every individual. We have a zero-tolerance policy for any form of abusive behavior, including harassment, discrimination, sexism, and racism.

We aim to foster an environment where diverse individuals can collaborate and interact positively and constructively. To achieve this, we encourage behavior such as using inclusive and welcoming language, showing respect for differing viewpoints and experiences, prioritizing the interests of the community, and demonstrating empathy towards fellow members.

Guidelines

1. Treat everyone with respect. You can disagree with others but do so without using degrading language or personal attacks. Intimidation, bullying, or harassment are not tolerated. Inappropriate language is not tolerated. Racial or ethnic slurs, aggressive language, profanity, threats, or language that is offensive to other cultures, groups, or religions is prohibited.
2. Use clear language. Refrain from using abbreviations and acronyms without clarifications. Aim to share knowledge so that experts and non-experts alike benefit from your input.
3. Communicate concisely to effectively convey your message.
4. Keep the focus on action towards climate-neutrality. The community is dedicated to the transition to climate-neutrality; avoid straying into unrelated issues or political debate.
5. Share useful information, media, and documents. Make sure your content is trustworthy, informative, and inoffensive.
6. Stay on topic. Post content that is relevant to the channel, group, or space you are in.
7. Mind your audience. Determine the relevant place for your content to avoid posting the same content multiple times in the same channel or across several channels.
8. Respect ongoing discussions. Do not interrupt threads to change the topic or ask for help with a different issue. Look for the right thread or channel for your concern.
9. Welcome newcomers. New people join the community daily. Be patient with them and guide them.
10. Ask for help when needed. First, refer to the portal's Help Center. If needed, you can open a ticket in the Get support section of the Help Center. As a last resort, you can contact NetZeroCities support (support@netzerocities.eu).
11. The NetZeroCities platform, including the portal, is not intended for commercial purposes (including business development, or customer acquisition). Do not use the NetZeroCities

platform to promote or sell a product, service, or business, unless such a space is overtly created for this purpose.

12. Restrict funding requests. Do not use the platform to apply for funding outside of specifically dedicated calls.
13. Do not spread misleading information. Never provide information, instructions, or advice that you know to be incorrect, deliberately misleading, or harmful.
14. Protect personal and private information. Avoid posting content containing personal or private information in public channels; instead, use the chat to share such details with specific people. This is for your security and protection.

Applicability and Scope

This code of conduct applies to all community's spaces, and particularly the NetZeroCities portal. This includes public and private groups and channels, as well as direct messages.

Anti-Harassment Statement

This community maintains a zero-tolerance policy towards all forms of harassment. Such misconduct includes offensive remarks targeting gender, disability, political affiliation, race, ethnicity, nationality, immigration status, language, religion, or any other identity characteristic.

Reporting

If you want to report a violation of this code of conduct, or have any other concerns, please contact platform administrators, User Success Manager and Online Community Coordinator. We'll respond to any complaint promptly.

Every code of conduct violation report is taken seriously. If a member's immediate safety is at risk, an admin may take any appropriate action, including temporarily banning the offender from the community.

Confidentiality and privacy will be respected throughout the process. Please consult the Terms of Use for full terms and conditions available on the NZC Portal.