

Fluxx Grantee Portal Terms of Use

Grantee Portal

The Conference on Jewish Material Claims against Germany (the “Claims Conference”) provides access to its Fluxx Online Grantee Portal (the “Grantee Portal”) for its grantee and prospective grantee individuals, institutions and their institutional representatives (each a “User” and collectively “Users”) as a way to streamline and enhance the processes for applying for and administering grants. By accessing or using the Grantee Portal, each User acknowledges having read and understood, and agrees to be bound by, the following terms of use (“Terms”). Grantee and prospective grantee organizations ultimately are responsible for ensuring that their institutional representatives follow these Terms and are responsible for any violations thereof. The Claims Conference may, in its sole discretion, modify the Terms at any time, and a User’s continued use of the Grantee Portal constitutes acceptance of the Terms as modified.

User Access

To access the Grantee Portal, each User must have an individual account with a username, password and e-mail address that is unique and exclusive to the User. The Claims Conference does not permit Users to share accounts with each other or with others at the User’s institution. Sharing your User login ID and password with any other party is strictly prohibited. Each User is responsible for maintaining the security and confidentiality of that User’s account and password and is responsible for any and all activities that occur under the User’s account. Users must notify the Claims Conference immediately of any unauthorized account access or any other breach of security of which they become aware. Organizational Users, not the Claims Conference, are responsible for determining who within their organization shall have access to information contained in the Grantee Portal.

Copyright

All elements of the Grantee Portal, including its software and content displayed on the portal (“Site Content”), are protected by copyright, trademark, and/or other applicable laws relating to intellectual property. Any Site Content used to design, develop, or host the Grantee Portal is owned by and shall remain the property of the Claims Conference and/or third parties and is hereby specifically not transferred to any User. All trade names, logos, trademarks, and/or service marks which appear on the Grantee Portal are the property of the Claims Conference or their respective owners and may not be used without the prior written approval of the owner. User may not use, store, display, modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Site Content on the Grantee Portal in whole or in part, except to the extent they are owned by User.

Grant of License

You certify that you own all intellectual property rights in all materials and content that you upload, post, email, transmit, or otherwise make available on the Grantee Portal ("User Submissions"). User Submissions remain the intellectual property of the individual User. By submitting User Submissions on your Grantee Portal, you expressly grant the Claims Conference a nonexclusive, perpetual, irrevocable, worldwide, right to use, download, reproduce, publish, translate, distribute, transmit, and display such User Submissions and your name, voice, and/or likeness as may be contained in your User Submissions, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, for the sole purpose of evaluating, processing and administering any grant relating to the User Submissions, and for storing User Submissions in our database for future reference.

Inappropriate Materials and Submissions

You are solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise make available on the Grantee Portal. You are prohibited from posting or submitting any material infected with a computer virus, worm, "Trojan Horse" or other such destructive feature, or any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any other material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and the sender's agents to civil and criminal penalties. You further understand and agree that you are prohibited from posting or submitting unsolicited advertisements or solicitations, and any content that the Claims Conference deems to be offensive. The Claims Conference reserves the right to reject any submission or content that may, in its sole discretion, violate these Terms or is otherwise objectionable. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including, without limitation, the immediate removal of the related materials from the Grantee Portal. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting illegal materials.

Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Grantee Portal for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that, in our sole discretion, imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (b) interfere or attempt to interfere with the proper working of the Grantee Portal or any activities conducted on the site; or (c) bypass any measures we may use to prevent or restrict access to the Grantee Portal.

Disclaimer

The Grantee Portal and its Site Content are provided on an “as is” basis. The Claims Conference makes no representations or warranties, either express or implied, regarding the Grantee Portal or the Site Content, and hereby specifically disclaims any and all such representations or warranties of any kind, including but not limited to those with respect to the completeness, accuracy, or currency of information presented or its suitability for any particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Claims Conference does not guarantee continuous, uninterrupted, or secure access to the Grantee Portal. You acknowledge that from time to time the Claims Conference may need to suspend availability of the Grantee Portal, in order to carry out routine maintenance, upgrades, etc. You acknowledge that we have the right to suspend such availability. You further agree that we have the right to change the format or technical specification of the Grantee Portal, at our sole discretion. Use of the Grantee Portal is solely at a User’s own risk. The Claims Conference may suspend or terminate any account or a User’s access to the Grantee Portal at any time. We store your data in a secure manner in a restricted-access database. However, no data transmitted over the Internet can be guaranteed to be 100% secure, and we do not represent or guarantee the security of personal information or other information in any form. Similarly, we disclaim liability for personal information submitted through the Grantee Portal and you submit this data at your own risk.

Liability/Indemnity

In no event shall the Claims Conference or its trustees, officers, employees, representatives, agents, successors, or assigns be liable to Users or any other party for any claims, liabilities, losses, costs, or damages under any theory, including but not limited to any direct, indirect, punitive, special, incidental, or consequential damages arising out of or in connection with any access, use (or inability to use), or distribution of the Grantee Portal or its content. You specifically acknowledge that the Claims Conference shall not be liable for User Submissions or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. To the fullest extent permitted by law, each User agrees to indemnify and hold harmless the Claims Conference from and against any and all claims, liabilities, losses, costs, or damages (including reasonable attorneys’ fees), arising out of or occurring in connection with a User’s (a) use of the Grantee Portal or transmission of any information on the Grantee Portal by authorized Users, or (b) violation of any of these Terms; or (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any claim or damages that arise as a result of any User Submission that you provide to the Claims Conference; or (f) any other party’s access to and use of the Grantee Portal with your unique username, password or other appropriate security code.

Privacy/Security

The Claims Conference adheres to organizational security and privacy requirements, as set forth in our privacy policy at: <http://www.claimscon.org/about/privacy-policy/>. The Claims Conference complies with the European Union General Data Protection Regulation (GDPR) with respect to the personal data of citizens located in the European Union.

Institutional Users are responsible for complying with all national and local laws and regulations concerning data privacy, including but not limited to the GDPR.

By using the Grantee Portal, User acknowledges the collection, use, storage and distribution of his/her personal information, including without limitation, his/her name, address, telephone number, email address, banking information (if relevant), by the Claims Conference, for the purpose of evaluating, processing and administering your grant or your institution's grant.

If you are located in the European Economic Area (EEA), by using the Grantee Portal you understand that your personal data will be transferred outside the EEA, for the purpose of the Claims Conference evaluating, processing and administering your grant or your institution's grant. For specific details about how the Claims Conference may use your data and your rights, please see the Claims Conference privacy policy: <http://www.claimscon.org/about/privacy-policy/>.

User is responsible for obtaining the consent of third parties (if required under the law) to submit third-party personal data via the Grantee Portal.

Termination

We may restrict, suspend or terminate your account or your use of the Grantee Portal at any time, for any reason or for no reason. We may also block your access to the Grantee Portal in the event that (a) you breach these Terms and Conditions; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

Jurisdiction

These Terms are governed by the laws of the State of New York. Any dispute regarding the Terms or use of the Grantee Portal shall be resolved solely in the state or federal courts located in New York, New York.

Any inquiries regarding these Terms should be directed to fluxxhelp@claimscon.org.