

15. Conditions of use

15.1 Preface

- In conformity to the legal and regulatory dispositions concernint the Administration du Cadastre et de la Topographie, called ACT from here on, ACT offers to the public state and municipality as well as private sector organisations, and to the general public the national official geoportal on the website www.geoportail.lu.
- Via internet, the user can:
- read up on geodata, geoproducts and geo-webservices from the official institutions in Luxembourg
 - view the geodata in the mappers
 - order products and estimates of products in the eShop
 - Publish geoproducts, geodata and webservices of geodata
 - directly access webservices that deliver geodata in a standardised and interactive way
- the present conditions of use define the conditions under which ACT, manager of the geoportal, offers the described services.
- The user acknowledges to have learnt the technical requirements to use the services, as well as the present conditions of use. By using the services, he implicitly recognises that he has obtained all necessary information to use the services, their characteristics, functions as well as the technical requirements to access them.
- ACT reserves the right to modify the text of the present conditions of use, without specific notification

15.2 Services of the geoportal

15.2.1 Target group

- The geoportal is destined to :
 - national and foreign public administrations of state, regional or municipality level
 - societies and business companies that need geodata
 - the general public

The geoportal is an exchange platform of geodata, geoproducts and geodata webservices.

- Are considered as geodata digital content with a unambiguous spatial link. Are considered as geoproducts all sorts of documents like maps, plans, extracts or others, which are based on geodata. Are considered as geodata services informatic applications capable of service geodata content on demand via the network.

15.2.2 Metadata catalogs

- The geoportal contains a catalog with metadata about the available geoproducts, geodata and geoservices.
- Every item is described in the catalogs with metadata which are compliant to the international specifications and norms in the geodata field.
- The information about the available geoproducts, geodata and geoservice are managed by the different providers connected to the geoportal, and this information can by no means imply any responsibility of ACT, manager of the system.
- Metadata found in the catalogs can never overrule legal stipulations (laws, règlements grand-ducaux). In case of loopholes in the catalog or contradictions between catalog and law text, the official legislation always overrules information contained in the catalogs.
- The catalog contains information in 4 languages :luxembourgish, french, german and english. ACT cannot assume any responsibility in case of translation mistakes or eventual contradictions between the different language versions of the metadata sets.

15.2.3 Online geodata viewing

- The geoportal offers a viewing tool to display geodat content concerning the territory of the Grand-Duchy of Luxembourg.
- The content viewable in the mappers may not be used as legal proof in lawsuits. The content of the visible geodata, their completeness, actuality, precision, dimension or quality can never give any guarantee about the real circumstances in the terrain. ACT as well as the geodata providers of the geoportal deny any responsibility in case of eventual contradictions between the reality and the geodata content, even in case of damage encountered because of these differences.
- ACT does not pretend to offer all existing official geodata content of the Grand-Duchy. But ACT aims at gathering as much ass possible of the available geodata.

15.2.4 Online order of geoproducts

- Authenticated users can order geoproducts offered in the geoportal and require estimates of geoproducts.
- Only registered users with a user account and a password can use the ordering function.
- Any action made with a user account and its password implicates the responsibility of the account owner. This is especially true for orders.
- The account owner has to take care not to disclose his account name and corresponding parties to thirds.
- Ordered downloadable digital content remains available for download during 7 days after the first download to make sure that the customer can retrieve his data even in case of network problems. After 7 days, the files are automatically deleted.
- Files which have not been downloaded are automatically deleted from the servers after 1 year, without notification nor refund.
- In case of epayment, the customer has to comply to the rules of our partner companies CETREL and saferpay.

15.2.4.1 Conditions spécifiques relatives à l'acquisition et l'utilisation de données cadastrales

- Certaines données sont soumises à des conditions d'obtention définies dans le règlement grand-ducal du 9 mars 2009 portant fixation des conditions et modalités de délivrance de la documentation cadastrale.
- L'utilisateur reconnaît que le traitement de certaines données fournies par l'administration peut être soumis aux dispositions de la loi du 2 août 2002 relative à la protection des personnes à l'égard du traitement des données à caractère personnel, telle qu'elle a été modifiée, notamment en ce qui concerne l'interconnexion de données.
- L'utilisateur confirme avoir pris connaissance du format d'échange des données pour lesquelles il sollicite, par sa commande, une concession de droits d'utilisation auprès de l'administration. Aucune réclamation ultérieure portant sur le fait que le format des données choisi soit inadapté au besoin de l'utilisateur ne pourra être prise en compte.
- L'administration se réserve le droit de mettre à jour les données sans en avertir l'utilisateur, qui par la suite n'aura aucun droit de dédommagement, ni de remplacement des données.
- Toute transmission de données à un tiers se fait sous la seule responsabilité de l'utilisateur et soumet ledit tiers aux mêmes prescriptions que l'utilisateur.
- Si l'utilisateur ne demande pas un devis avant sa commande, il accepte implicitement le prix de vente fixé par l'ACT pour les données commandées.

15.2.5 Direct access to geodata content through standardised webservice

- The geoportal offers a series of standardised webservice to deliver geodata online to the users.
- Access to geodata webservice can be protected by an authentication with password.
- The webservice are strictly compliant to the actual norms and standards, particularly the ISO standards and the Open Geospatial Consortium (OGC) specifications WMS, WFS, WCS, CS-W.
- Neither ACT nor the other providers can guarantee that the webservice correctly interact with the client software of the users. No modification, configuration or adaptation can be required in case of problems.
- The user has to acknowledge that the use of webservice is inclined to generate significant data flow and important server load. Therefore he has to prevent excessive use of the webservice.
- Access to certain webservice can entail fees.

15.2.6 Special functions for geodata, product and webservice providers

- The geoportal is a national exchange platform for geodata, geoproducts and geodata webservice, from multiple providers.
- The geoportal offers several functions to
 - offer products in the eShop
 - publish geodata content in the mappers
 - provide metadata information about geoproducts, geodata webservice and geodata in the catalogs
 - receive and handle orders
 - manage orders
- Access to the providers' functions presupposes an authentication with login and password.
- The use of the provider functions is free of costs.

- ACT assumes no responsibility in case of eventual problems in the interactions between customers and providers concerning orders made in the geoportal.

15.3 Prices

- The use of the geoportal itself is free of costs, but ordering products or accessing webservice may entail costs, in conformance with legal dispositions.

15.4 Responsibility

- By using the geoportal, the user implicitly agrees that ACT has met its obligations concerning advice and information about the essential characteristics of the provided functions in the geoportal, and that ACT installed sufficient IT and telecommunication means to use the services.
- Offering a support does not imply an obligation of a result.
- Neither ACT nor the "Centre des Technologies de l'Information de l'Etat" CTIE can be made responsible in case of unavailability of the system or a malfunctioning internet connection, or in case of service disturbances due to technical reasons out of their reach.
- Access to the geoportal is not guaranteed. ACT reserves the right to temporarily take the system offline, particularly of maintenance and security reasons. Such an unavailability implies no right whatsoever for compensation for damage suffered.
- ACT takes all necessary precautions to avoid perturbances and damage through internet attacks, and to avoid harmful software penetrates the geoportal's IT infrastructure. Nevertheless no guarantee in this extent can be given, and ACT assumes no responsibility in case of eventual damage encountered because of such problems.
- Neither ACT nor CTIE accept any responsibility in case of indirect damage encountered, like financial or commercial loss, loss of customers or market parts, general commercial problems, cost rise, benefit diminution, brand mark loss, loss of data, files or programs, resulting from difficulties using the geoportal's services or from using the transferred information. Any legal action against the user by a third person is considered an indirect damage, and is not liable for damage compensation
- ACT is not responsible for consequences resulting from the loss, theft or abuse of the user name and password in the geoportal.
- ACT reserves the right to block user accounts if abusive actions are discovered.
- The system can be configured to the personal needs of a user. But it is not allowed to proceed to forbidden actions in case of a malfunctioning access control.
- Access to the geoportal's functions happens through internet. By using it, the user declares to know about and to accept its risks. He needs to protect himself against internet piracy through a securised IT configuration, especially a firewall and a virus check. Luxembourg State cannot be responsible of direct or indirect damage encountered through navigation on the geoportal.

15.5 Applicable law

- The present conditions of use depend on Luxembourg legislation. In case of legal dispute, only the Luxembourgish tribunals are competent, except from higher ranking contrary dispositions.

15.6 Voidness

If one or several clauses in the present conditions of use are considered invalid, or declared to be invalid in conformance to a law, a regulation or a jurisdictional decision, the other clauses remain valid.

15.7 Hypertext links and linked sites

Except for a formal permission of ACT's director, the geoportal may not be integrated by whatever means, entirely or partially, in another web site, for example through framing or inlining techniques.

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Last update: **2017/04/10 16:44**