

Spectrometer Calibration Service

Terms of Service and Privacy Policy

1. Introduction

The Spectral Calibration service is an automated tool (hereafter referred to as the "Tool") for performing spectral characterization and calibration of spectrometers. The Tool is used in the following three steps. (1) Filling out and submitting a form with information of the calibrated spectrometer (approximate spectral range, optionally type and serial number for the report), calibration source (select a predefined type or upload a list of emission lines), calibration model (point spread function model and order of the model, order of the tuning curve model and order of the spectrum baseline model), uploading the calibration spectrum and optionally an existing calibration file. (2) Interactively initializing the positions of the emission lines and optionally excluding individual emission lines from the calibration. (3) The Tool analyzes and processes the submitted data and generates a calibration report that includes the wavelength and spectral resolution for each data point of the uploaded spectrum and if possible, an assessment of the calibration error (subject to the spectral range and emission lines of the calibration source). The report can be downloaded as a PDF file and the calibration data as a CSV file. Registered users can manage their calibration reports and use their existing reports as templates for initiating new calibrations by the Tool. By using the Tool you agree to these Terms and Conditions of Use. Please read them carefully.

2. Developer / Provider

The Tool is developed and provided by UL FE, Tržaška cesta 25, SI-1000 Ljubljana, Slovenia (hereafter referred to as the "Developer") and with VAT ID SI11015489. The Developer guarantees to have developed and will continue to develop the Tool in a professional manner and with all due care and skill. The Developer shall provide the Tool as described on the website <https://xopto.eu/> or in any agreement or quotation, to which these Terms and Conditions of Use are attached.

3. Use License

You acknowledge that the Tool is a research prototype. You agree to use the Tool only for purposes that are permitted by these Terms and Conditions of Use and that you are responsible for compliance with these Terms and Conditions of Use and any applicable law, regulation or generally ac-

cepted practices or guidelines in the relevant jurisdictions. If you do not agree with these terms in full, you must not use this Tool. You agree that in no case shall the Developer be declared liable for any direct, indirect, incidental, consequential or special damages, costs or other claims suffered by you as a result of the use of the Tool, as well as for any difficulty experienced during its use or for it being impossible to use.

The technical requirements, characteristics and functions of the Tool are described on website <https://xopto.eu/>. You are solely responsible for ensuring that the technical requirements, characteristics and functions of the Tool are fulfilled and correspond to your needs. Furthermore, you are solely responsible for the results that you may obtain while using the Tool.

4. Data Handling

The Developer will store, manage and process the uploaded data in accordance with the The General Data Protection Regulation (EU) 2016/679 ("GDPR") data protection and privacy legislation. The Developer will implement sufficient security measures to guarantee this, including procedures to contact you in the event of information security incidents. The Developer shall not be liable for damages and costs, or be held responsible for any situations, where the data stored or communicated through the Tool is lost or accessed by third parties through illegal or illicit means. The Developer is entitled to use the data uploaded by the user or to retain a copy of the data uploaded by the user for internal and external research and development purposes, unless the Developer is informed otherwise via the provided contact within 14 days after uploading the data.

5. Tool Provisions

The Developer does not warrant or disclaim any liability that the Tool will operate without interruption or be error free, or that any errors can or will be corrected. You acknowledge that the Tool's technical requirements, characteristics and function may change from time to time without prior notice. Except as expressly set forth herein, the Tool is provided "as is" and "as available", and the Developer does not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, currency, or timeliness of the Tool. You will make your best efforts to notify the Developer of any error or any other defect of the Tool, which comes to your notice during its use. In that case, you will make your best efforts to notify to the Developer of the error and of the relevant cor-

rection.

6. Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Privacy Policy for you to understand how we collect, use, communicate and disclose and make use of personal information. In order to ensure that the confidentiality of personal information is protected and maintained, the Developer will: (1) process your personal data in conformity with the The General Data Protection Regulation (EU) 2016/679 (“GDPR”) data protection and privacy legislation; (2) collect and use personal information solely with the objective of fulfilling those purposes specified in these Terms and Conditions of Use and for other compatible purposes, unless specified otherwise under your prior consent or as required by the law; (3) retain personal information as long as necessary for the fulfillment of the purposes in these Terms and Conditions of Use; (4)

make the information about policies and practices relating to the management of personal information readily available to all users; (5) not sell, rent or otherwise share personal information with any third parties. All confidential information disclosed by one party to the other shall remain property of the disclosing party.

7. Amendments

These Terms and Conditions of Use may be revised and changed at any time without prior notice. By using this Tool you agree to be bound by the current version of these Terms and Conditions of Use at that moment.

8. Contact

Please contact the Developer via e-mail: info@xopto.eu.