

# Terms and Conditions of Use for BHTOM.space

## 1. Introduction

Welcome to BHTOM.space ("BHTOM," "we," "our," or "us"). These Terms and Conditions govern your use of the BHTOM tool, a platform designed for astronomers, researchers, educators, and the space industry.

## 2. Data Upload and Ownership

2.1. Users may upload images from telescopes, provided they are calibrated on a best-effort basis (bias, dark, flat-field corrections applied).

2.2. The original uploaded data remains the property of the user who uploaded them.

2.3. BHTOM reserves the right to generate higher-level data products extracted from the original uploaded data. The higher-level data remains the property of BHTOM.

## 3. Target Management and Public Data Visibility

3.1. When adding a public target to our system, you agree that the target name and its coordinates will be visible to other registered users.

3.2. When adding a non-public object to our system, you agree that the target name and its coordinates will be visible to the BHTOM administrators.

## 4. Data Access and Downloading

4.1. All registered users may download the products provided by BHTOM if available.

4.2. We track and log information regarding data downloads, including which targets were downloaded, by whom, when, and from which IP address.

4.3. Users agree that BHTOM may store user information, including affiliations, but will not share this information with third parties.

## 5. Communication and Notifications

5.1. By using BHTOM, you agree that we may use your registered email address to send occasional notifications regarding observing campaigns, regular newsletters and other service-related updates.

## 6. Data Usage in Scientific Publications

6.1. Users who download data and use it in scientific publications must contact BHTOM operators to agree on the authorship.

6.2. When using BHTOM-generated products in publications, users agree to include BHTOM builders as co-authors. The current list of BHTOM builders can be found in the About section of the BHTOM.space webpage or after contacting BHTOM.

6.3. We may also be required to include all observers and their colleagues (e.g., data analysts, sponsors, telescope operators, observing time owners) as co-authors.

## **7. General Terms**

7.1. BHTOM reserves the right to modify these Terms and Conditions at any time. Users will be notified of significant changes.

7.2. By using BHTOM, you confirm that you have read, understood, and agreed to these Terms and Conditions.

## **8. GDPR Compliance and Data Protection**

8.1. The data controller responsible for processing your personal data is the National Centre for Nuclear Research, Astrophysics Division, located at ul. Ludwika Pasteura 7, 02-093 Warszawa, Poland. You can contact us at: [contact@bhtom.space](mailto:contact@bhtom.space).

8.2. BHTOM is committed to protecting your personal data in accordance with the General Data Protection Regulation (GDPR).

8.3. By using BHTOM, you acknowledge that we collect and process certain personal data (e.g., your name, email address, institutional affiliation, and data upload/download logs) based on your consent and/or our legitimate interest in ensuring platform functionality, scientific collaboration, and security.

8.4. We will not share your personal data with third parties without your explicit consent, except as required by law.

8.5. You have the right to access, rectify, or delete your personal data, as well as restrict or object to its processing. Requests regarding data privacy can be sent to [insert contact email].

8.6. Your data will be stored securely and retained only for as long as necessary for the purposes outlined in these Terms and Conditions.

8.7. If you believe your data protection rights have been violated, you have the right to file a complaint with the relevant data protection authority.

8.8. Some of your personal data may be processed or stored outside the European Economic Area (EEA), in accordance with applicable data protection safeguards, such as Standard Contractual Clauses (SCCs).