



Terms of Service

Last Updated: August 2018

I. General Provisions

1. By accessing this site, you are agreeing to be bound by these Terms of Service. Regents of the University of Minnesota (the "University," "we" or "us") may, at any time, without notifying you, change the provisions of these Terms of Service, which may become effective immediately. By accessing this site after any such change, you are agreeing to be bound by these Terms of Service, as changed.
2. We may change the content, the interface, functionality or any other aspect of the services provided on this site, at any time, without notifying you in advance.
3. You are solely responsible for the content you submit to this site. We are not responsible for the accuracy, completeness or reliability of the content. We do not endorse or criticize the scientific or clinical merit of content submitted to this site.

II. Services.

1. You or someone on your behalf has purchased the right for you to access this site. You are an Authorized User. You may upload information and data (collectively, "Customer Data") to this site and you may view computer-generated information and data (the "Services") related to the Customer Data that is displayed on this site. We may deny or limit your access to the site or use of the Services if you have violated these Terms of Service or failed to pay, when due, any fee for the Services.
2. We grant you a limited, non-exclusive right to access this site and use the Services solely for your internal business purposes. You must use commercially reasonable efforts to safeguard your password to access this site. You must not share your password with any individual who is not an Authorized User.
3. You shall not reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Services, or use the Services other than as permitted under these Terms of Service.
4. Subject to the occurrence of Events of Force Majeure and Planned Outages, the Services will be continuously accessible to you. We will use commercially reasonable efforts to notify you prior to a Planned Outage. We are not responsible for delays or failures of performance of the Services or of our obligations under these Terms of Service caused, in whole or in part, by act or omissions outside of our reasonable and foreseeable control (an "Events of Force Majeure"), for example, but not limited to, acts of wars, hostility or sabotage;

acts of God; acts or omissions of a third party; pandemics; electrical, internet or telecommunication outages; and government restrictions. We will issue you a Service Credit at the end of the term of your agreement extending the term one month, without additional charge to you, if the up time for the site is less than 99% of the time during the term (excluding during occurrences of Events of Force Majeure and Planned Outages).

III. Submission of Customer Data.

1. You are solely responsible for the content you upload to this site. We generally do not review content. You are strictly prohibited from submitting content that is defamatory or libelous, that violates another's intellectual property rights or rights of privacy or publicly, or that is abusive, obscene or otherwise unacceptable. You are also prohibited from submitting content in which you do not have a legal right, as an author or otherwise, to submit to the site.
2. Before uploading information or data on an individual (e.g., current or potential player employee), you must have obtained, and you represent to us that you have obtained, all waivers, permissions and consents necessary from the individual or otherwise to upload, store and process that information or data to this site in connection with providing and using the Services.
3. You grant us a limited, royalty-free, world-wide, sub-licensable license to reproduce, store, distribute, publicly display, prepare derivative works based and use Customer Data you upload solely as reasonably required to provide the Services. You do not assign to us ownership of the intellectual property rights in the content. You continue to own all right, title, and interests in the content you submit.
4. We reserve the right to remove, with or without prior notice to you, content that you submit that in our opinion violates these Terms of Service.

IV. Data Use Agreement

1. The data submitted by you to the site will be used to provide Services to you.
2. Upon termination of the agreement to purchase the Services and upon your written request to us, we will promptly delete Customer Data you uploaded and stored on this site (including accompanying metadata).

V. Intellectual Property

1. You are solely liable for claims brought by third parties alleging that your submission of content to this site (including our exercising any right you granted us under the Submission Policy) violates the parties' intellectual property or other rights. We will not defend or indemnify you for any claims.
2. You do not have any right, title, interest or license in the site, the content submitted to the site by others or the software and related documentation for the site.

3. The University does not acquire an ownership right or interest in the content you submit. You continue to own all right, title and interest in the content you submit.

VI. Payment

You agree to pay all fees or charges for products and services purchased in accordance with the fees, charges, and billing terms in effect for the products and/or services at the time a fee or charge is due and payable. All fees and charges are nonrefundable.

VII. Representations, Warranties, and Limitations of Liabilities

1. The Services will materially comply with their published specifications. We will use commercially reasonable efforts to cause this site to be continually available to you and the Services to be provided to you as described in these Terms of Service. We make no other representations or warranties about the site or the services offered on it. You otherwise access the site and use the Services at your sole risk.

WE OFFER AND YOU ACCEPT THE SERVICES ON THIS SITE “AS IS” AND “WHEN AND AS AVAILABLE”.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN THIS SECTION, ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE SITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. NO WARRANTY IS MADE THAT THE SITE OR THE SERVICES WILL NOT BE INTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

2. **IN ANY ACTION OR SUIT BROUGHT AGAINST US ARISING OUT OF YOUR ACCESSING THE SITE OR USING THE SERVICES OFFERED HERE, YOU AGREE THAT YOU WILL NOT SEEK AND MAY NOT BE AWARDED LOST PROFITS, LOST BUSINESS OR RESEARCH OPPORTUNITY, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

3. **FOR BREACH OF THE AGREEMENT TO PROVIDE THE SERVICES, YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES OR THE GRANTING OF A SERVICE CREDIT AS PROVIDED IN THESE TERMS OF SERVICE.**

4. **TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THE AGREEMENT TO PROVIDE THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE COMMENCEMENT DATE OF SUIT OR AN ACTION ALLEGING BREACH OF SUCH AGREEMENT. THIS LIMITATION APPLIES TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

VIII. General Terms

1. The laws of the state of Minnesota shall govern the interpretation and enforcement of these Terms of Service. All causes of action arising out of these Terms of Service shall be brought and maintained in the courts of the state of Minnesota.

2. These Terms of Service are intended as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. These Terms of Service cancel, supersede and revoke all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of these Terms of Service.

3. We may suspend or terminate your account and access to all or any part of the site at any time for any reason, with or without prior notice to you.

4. You shall comply with all applicable Export Laws pertaining to the Service (including any associated products, items, articles, computer software, media, services, technical data, and other information). You covenant and certify that you will not, directly or indirectly, export (including any deemed export), nor re-export (including any deemed re-export) the Services (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of federal law. For purposes of this Agreement, "Export Laws" includes, but is not limited to, the following federal laws and regulations: (a) the Arms Export Control Act (AECA) and its implementing International Traffic In Arms Regulations (ITAR,); (b) the Export Administration Act (EAA) and its Export Administration Regulations (EAR); (c) ITAR and EAR product/service/data-specific requirements; (d) ITAR and EAR ultimate destination-specific requirements; (e) ITAR and EAR end user-specific requirements; (f) Foreign Corrupt Practices Act; and (g) anti-boycott laws and regulations.

You agree not to convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to us without our prior written consent. We shall have the right to decline export controlled information or tasks requiring production of such information. If this Agreement cannot reasonably be performed without our having access to export-controlled items, the Agreement may be terminated by either party for convenience, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in this section.

The parties acknowledge and agree that the Services and any other deliverables to you from us (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

5. You and the University are acting as independent contractors and independent employers. Nothing creates or is to be construed as creating a partnership, joint venture, or agency relationship between us. Neither of us has the authority to act for or bind the other in any respect.