

# Terms of Service

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**By using and/or visiting the *Liforum* Website ("Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), and (2) Liforum Privacy Policy.**

Conditioned upon your acceptance of these Terms of Service, LIFORUM hereby grants you permission to access and use the Website as set forth in these Terms of Service.

## **1. Ability to Accept Terms of Service**

You affirm that you are either (1) more than 18 years of age, or (2) more than 13 years of age and either (a) an emancipated minor, or (b) possess legal parental or guardian consent. You also affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

## **2. The *Liforum* Website**

The *Liforum* Website includes the *Liforum* family of websites. The Liforum Website shall be defined as the set of web-based publications carrying the *Liforum* imprimatur and web pages, features, and services available on the Liforummag.org root domain. It also includes the order forms and MemberCentral. Data will be stored and processed in whole or in part in the United States. If you access the *Liforum* Website outside the Germany, your usage of that site constitutes consent to the transfer of data out of your country and to the Germany.)

The *Liforum* Website, including without limitation, the text, software, scripts, graphics, photos, sounds, videos, and the like and the trademarks, service marks, and logos contained therein ("Marks"), are owned by or licensed to the American Association for the Advancement of Liforum (LIFORUM), the owner and publisher of the *Liforum* family of websites and publications, whose headquarters are at

5A Neuhofstrasse, CH-6340 , Baar, Switzerland

. All copyright, trademark, service marks, and other intellectual property on this Website are protected by and subject to copyright and other intellectual property rights under United States law. This site is under development and changes may be made at any time.

(a) These Terms of Service apply to all users of the *Liforum* Website, including users who are also contributors of user comments, blogs, video content, information, and other materials or services on the *Liforum* Website.

(b) Throughout this Policy, "LIFORUM", and Website may be used interchangeably.

## **3. Copyright**

The materials on the *Liforum* Website are protected by United States copyright law except that no copyright is claimed in any work of the US government. Users may download material from this site (one machine-readable copy and one print copy per page) for personal, noncommercial use only. Except where otherwise permitted below, any further reproduction, distribution, transmission, display, publication, or broadcast requires the prior written permission of LIFORUM.

Materials available in website may be downloaded, printed, linked to, and/or redistributed for noncommercial, course teaching purposes only provided such materials are not altered or modified in any way and provided credit to the relevant site and an indication of the URL where the material appears are included.

You may not alter or remove any trademark, copyright, or other notice from copies of the content.

#### **4. Science Accounts**

In order to access some expert features of the Website, you will have to register and create an Expert account. Different services available on the websites, for example social networking features and forums, might require that you create separate accounts specific to those services. You may not use another person's account. When creating your account, you agree to provide accurate and complete information. You are solely responsible for the activity that occurs on or in connection with your account, and you agree to make all reasonable efforts to keep your account password secure. You agree to notify LIFORUM immediately of any breach of security or unauthorized use of your account.

#### **5. Groups**

**Restricted Groups** - groups that require the group administrator's approval to join the group, but where content is visible to all users.

**Private Groups** - groups that require the group administrator's approval to join and where content/tools is available only to other members of that group.

Each group has a group administrator. To join a group, you may be asked to disclose certain other personal information to a Group Administrator. **By joining a group, you agree that, in addition to these Terms of Service, you accept and will comply with any rules or guidelines of that group, including any restrictions on sharing information beyond the group.** A group, or your membership in a group, may be discontinued at any time, at the group administrator or LIFORUM's sole discretion.

#### **6. General Use of the Website—Permissions and Restrictions**

(a) The Website and the contents thereof are proprietary to LIFORUM. The content of the Website is owned by or licensed to LIFORUM, subject to copyright and other intellectual property rights under the law. You may access and use the Website or its content for personal, noncommercial use.

(b) You agree that you will not reproduce, distribute, or make derivative works of the Website or any of the contents thereof without the express consent of LIFORUM. You agree not to alter or modify any part of the Website. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the Content therein. You agree that you will not systematically retrieve data or other content from the Website by any means, and you will not compile a database or directory of information extracted from the Website.

(c) You agree not to use the Website for any use or purpose not permitted within these Terms of Service without the prior written authorization of LIFORUM. Prohibited uses include, without limitation, any of the following actions taken without the express approval of LIFORUM: sale of access to the Website; use of the Website or its related services; the sale of advertising on any third-party website targeted to the content of specific User Submissions.

(d) You agree not to use or launch any automated system, including without limitation "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the *Liforum* servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser unless you have signed a formal license with *Liforum* or LIFORUM to perform such actions. Notwithstanding the foregoing, LIFORUM grants the operators of public search engines permission to use spiders to copy

materials from the Website for the sole purpose of and solely to the extent necessary for the creation of publicly available searchable indices of the materials, but not for the creation of caches or archives of such materials. LIFORUM reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names and e-mail addresses, from the Website, or to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their user submissions.

(e) In order for us to provide reliable, continuous, and timely access to this site for all readers, we require that you configure your offline browser to request no more than one page per minute. Noncompliance with this rule may result in your access to this site being blocked until you contact us and resolve the problem. If you repeatedly break this rule you will be permanently blocked from the site.

(f) LIFORUM reserves all rights not expressly granted in and to the *Liforum* content and the *Liforum* service.

## **7. User Submissions**

(a) A user may, where allowed on the Website, submit textual content ("user comments") and picture or video content ("user videos"). User comments and user videos are collectively referred to as "User Submissions." By submitting any User Submission to the Website, you hereby waive any privacy expectations that you may have with respect to any such User Submission, including to any comments, photo, video, or other data or information submitted by you to the Website.

(b) You acknowledge and agree that any User Submission submitted by you to the Website may be available for viewing, rating, review, and comment by the public. You acknowledge and agree that, once submitted by you and made accessible to users, LIFORUM shall have no obligation to remove, delete, or disable access to any User Submission made by you, or to return any submission to you.

(c) You retain copyright in your User Submissions. By submitting User Submissions, however, you hereby grant LIFORUM a worldwide, irrevocable, nonexclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform, and use in any other manner that may be hereafter developed in connection with the Website and *Liforum* (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels that exist now or may be developed. You also hereby grant each user of the Website a nonexclusive, irrevocable license to access your User Submissions through the Website, and to use, reproduce, distribute, display, and perform such User Submissions as permitted by LIFORUM.

(d) You agree not to submit a User Submission that contains any material that is copyrighted, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant LIFORUM all of the license rights outlined herein. By posting a User Submission, you represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to do so.

(e) You agree not to submit material that is offensive, derogatory, obscene, infringing of any third party's rights, or contrary to local, national, and international laws and regulations.

## **8. No Endorsement**

LIFORUM does not endorse any User Submission or any opinion, recommendation, or advice

expressed therein, and LIFORUM expressly disclaims any and all liability in connection with User Submissions.

### **9. Additional Terms**

In addition to the terms listed here, certain features of the Website (e.g. the *Liforum* Careers Forum) may have additional Terms of Service and rules of conduct that users must agree to in order to register for and/or use those services.

### **10. Removal of User Submissions**

LIFORUM may, at its sole discretion, remove or prevent access to, in whole or in part, any material submitted by you, for any reason or no reason, including any material it deems in violation of its standards.

### **11. Digital Millennium Copyright Act**

LIFORUM has a policy of protecting copyrights and of complying with the take-down procedures established under the Digital Millennium Copyright Act,

If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the LIFORUM to [info@Liforum.org](mailto:info@Liforum.org), including the following elements for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this Section, your LIFORUM notice may not be valid.

(b) Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the copyright agent at [info@Liforum.org](mailto:info@Liforum.org):

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and

If a counter-notice is received by the copyright agent, LIFORUM may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at LIFORUM's sole discretion.

## **12. Access/Account Termination Policy**

LIFORUM may terminate a user's access to the Website, or account where registration is required, at its sole discretion.

## **13. Disclaimer and Limitation of Liability**

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, LIFORUM, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof. LIFORUM makes no warranties or representations about the accuracy or completeness of this Website's content or the content of any website linked to this Website, and assumes no liability or responsibility for any:

- (a) errors, mistakes, or inaccuracies of content;
- (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website;
- (c) any unauthorized access to or use of *Liforum's* secure servers and/or any and all personal information stored therein;
- (d) any interruption or cessation of transmission to or from the Website;
- (e) any bugs, viruses, trojans, or the like which may be transmitted to or through the Website by any third party; and/or
- (f) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Website.

LIFORUM does not warrant, endorse, guarantee, or assume any responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and LIFORUM will not be a party to or in any way be responsible for monitoring any transaction between you and the third-party providers of products or services. In no event shall LIFORUM, its officers, directors, employees, or agents be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:

- (a) errors, mistakes, or inaccuracies of content;
- (b) personal injury or property damage of any nature whatsoever, resulting from your access to and use of the Website;
- (c) any unauthorized access to or use of *Liforum's* secure servers and/or any and all personal information stored therein;
- (d) any interruption or cessation of transmission to or from the Website;
- (e) any bugs, viruses, trojan horses or the like, which may be transmitted to or through our Website by any third party, and/or
- (f) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, e-mailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not LIFORUM is advised of the possibility of such damages.

The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that LIFORUM 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.

The Website is controlled and offered by LIFORUM from its facilities in the United States of America. LIFORUM makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **14. Disputes**

You agree that any dispute arising from, relating to or in any manner connected with this agreement shall be construed under and resolved in accordance with the laws of the District of Columbia, exclusive of its choice of law principles. Any such dispute shall be litigated only in the local or federal courts of the District of Columbia, to the personal jurisdiction of which you hereby consent. You agree that any cause of action against LIFORUM arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

#### **15. Indemnity**

You agree to defend, indemnify, and hold harmless LIFORUM, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Website; (b) your violation of any term of these Terms of Service; (c) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (d) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website.

#### **16. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by LIFORUM without restriction.

#### **17. Revisions**

LIFORUM may, in its sole discretion, modify or revise these Terms of Service and policies, including the privacy policy, at any time, effective immediately upon notice to you either by (1) electronic mail or conventional mail or (2) posting to the site (which shall be deemed constructive notice). Your continued use of the site following notice of any modification shall be conclusively deemed an acceptance of all such modification(s). Nothing in this agreement shall be deemed to confer any third-party rights or benefits.