



## WEBSITE DISCLAIMER

### No warranties

This website is provided “as is” without any representations or warranties, express or implied. SCICOL makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, SCICOL does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Any user of SCICOL is expected to obtain all the necessary permissions and approvals from the appropriate personnel before offering any service or using any facilities such as instruments, equipment and/or materials. SCICOL is not responsible in any case where a user utilized such facilities without obtaining the appropriate permissions.

Any information posted on SCICOL by a certain user is the responsibility of this user solely and SCICOL cannot be prosecuted or held accountable for it. If an individual believes a site user has relinquished sensitive or unpublished data without authorization, or has posted in any other dishonest manner that violates the terms of their school, employer, or this website, SCICOL can only discuss potentially removing such information from the website with the complainer, without being obligated or responsible to do so.

SCICOL shall remain neutral and not responsible in the case of any disagreement or dispute that may occur between any users of this website. SCICOL may receive and review complaints, feedback and/or suggestions, but is not obligated to take action or intervene in any dispute.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice on what information is acceptable to post online, you should consult your school, employer, or legal counsel.

No one has a right to use this website and SCICOL reserves the right to exclude any user it deems unfit. SCICOL reserves the right to delete any postings it deems has violated the terms or spirit of the user agreement, with no notice or refund. Users who violate the terms or spirit of the site may be prohibited from posting in the future, and SCICOL reserves the right to delete the account of any user at any time with no notice.

SCICOL consists primarily of information stored upon the intention and request of its users. SCICOL neither previews nor automatically reviews such information. Thus, the managers of SCICOL cannot have current knowledge of; possible data, information or idea of theft by any user of the website. They also cannot have current knowledge of possible infringements caused by information that is stored on the request of the users. SCICOL is not liable for such information in any way. If the managers of SCICOL are made aware of a possible infringement, they will act to remove or disable access to such information at their discretion.

Users of SCICOL may only post information that they may legally and ethically store, share, and publish. Users must not request to store any information that infringes any third party's copyright, trademarks, other intellectual property rights or any other rights.



SCICOL aims only to provide a platform for researchers seeking collaboration to meet and connect. SCICOL, in no way, shall be responsible for any disputes or disagreements between its users at any time and thus will not offer any assistance to solve such disputes.

### **Limitations of liability**

SCICOL will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if SCICOL has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit SCICOL's liability in respect of any:

- death or personal injury caused by SCICOL's negligence;
- fraud or fraudulent misrepresentation on the part of SCICOL; or
- matter which it would be illegal or unlawful for SCICOL to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, SCICOL has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against SCICOL's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect SCICOL's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as SCICOL.

### **Unenforceable provisions**



If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **WEBSITE TERMS AND CONDITIONS**

### **Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age

[This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to SCICOL's use of cookies in accordance with the terms of SCICOL's [privacy policy / cookies policy].]

### **License to use website**

SCICOL owns the intellectual property rights to the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public without express approval of the posting user;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website that is not your personal profile; or
- redistribute material from this website.

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.



You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without SCICOL's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without SCICOL's express written consent.

Users must not misuse the Service. Misuse of the Service includes, without limitation:

1. insults to other users;
  2. automated or massive manual retrieval of other users' profile data ("data harvesting");
  3. advertising for commercial products or services of all kinds;
  4. unsolicited job offers and business proposals;
  5. all kinds of technical attacks on the servers.
2. All aforementioned behaviors in this article are strictly forbidden, unless the user has obtained prior written permission by the site owners.

### **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to SCICOL a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to SCICOL the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or SCICOL or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.



SCICOL reserves the right to edit or remove any material submitted to this website, or stored on SCICOL's servers, or hosted or published upon this website.

Notwithstanding SCICOL's rights under these terms and conditions in relation to user content, SCICOL does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

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- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

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### **Unenforceable provisions**

If any provision of this terms and conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this terms and conditions .

### **Indemnity**

You hereby indemnify SCICOL and undertake to keep SCICOL indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by SCICOL to a third party in settlement of a claim or dispute on the advice of SCICOL's legal advisers) incurred or suffered by SCICOL arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

### **Breaches of these terms and conditions**

Without prejudice to SCICOL's other rights under these terms and conditions, if you breach these terms and conditions in any way, SCICOL may take such action as SCICOL deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website (temporarily or permanently), blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

SCICOL may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**



SCICOL may transfer, sub-contract or otherwise deal with SCICOL's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions together with the Website Disclaimer, Privacy/Cookies Policy constitute the entire agreement between you and SCICOL in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Copyright and other intellectual property rights:

All the features offered by SCICOL, the design of the website, the logos and other graphics, articles and texts, as well as the database are protected by copyright and property of the cofounders of SCICOL.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with New Hampshire state and U.S. federal law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Dover, New Hampshire USA.

### **SCICOL's details**

The registered business name of SCICOL is SCICOL, LLC and is a registered Limited Liability Corporation in New Hampshire, U.S.

You can contact SCICOL by email at [info@scicol.org](mailto:info@scicol.org).

## **PRIVACY STATEMENT**

Your privacy is important to SCICOL. This privacy statement provides information about the personal information that SCICOL collects, and the ways in which SCICOL uses that personal information.

### **Personal information collection**

SCICOL may collect and use the following kinds of personal information:

- [information about your use of this website (including listing, browsing, communicating, establishing collaborations);]
- [information that you provide using for the purpose of registering with the website (including name, email address, username, institution, field of study/research, education, career);]



- [information about transactions carried out over this website (including messages to listing owners);]
- [information that you provide for the purpose of subscribing to the website services (including name, email address, username, institution, field of study/research, education, career); and]
- [any other information that you send to SCICOL.]

### **Using personal information**

SCICOL may use your personal information to:

- [administer this website;]
- [personalize the website for you;]
- [enable your access to and use of the website services;]
- [publish information about you on the website with your consent;]
- [send to you products that you purchase;]
- [supply to you services that you purchase;]
- [send to you statements and invoices;]
- [collect payments from you; and]
- [send you marketing communications.]

Where SCICOL discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, SCICOL may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

### **Securing your data**

SCICOL will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

SCICOL will store all the personal information you provide [on its secure servers].

### **Cross-border data transfers**

Information that SCICOL collects may be stored and processed in and transferred between any of the countries in which SCICOL operates to enable the use of the information in accordance with this privacy policy.

[In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.]

You agree to such cross-border transfers of personal information.

### **Updating this statement**

SCICOL may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

### **Other websites**

This website may contain links to other websites.

SCICOL is not responsible for the privacy policies or practices of any third party.

### **Contact SCICOL**

If you have any questions about this privacy policy or SCICOL's treatment of your personal information, please write:

by email to [katharine@scicol.org](mailto:katharine@scicol.org)



## **COOKIES POLICY**

### **About cookies**

This website uses cookies. By using this website and agreeing to this policy, you consent to SCICOL's use of cookies in accordance with the terms of this policy.

Cookies are files sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables a web server to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

### **Cookies on our website**

SCICOL uses cookies to save the user's auto login information on the user's browser. SCICOL also uses cookies to remember the user's most frequently visited subdomains on the SCICOL website.

### **Refusing cookies**

Most browsers allow you to refuse to accept cookies.

In Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.

In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy".

Blocking cookies will have a negative impact upon the usability of some websites.

### **Credit**

This document was created using a Contractology template available at <http://www.contractology.com>.