

Terms of Use

Please read these legal terms of use (together, the “User Agreement”) carefully before using the BEACON website (www.beaconbio.org), making a contribution to this website, or otherwise accessing or downloading any information from this website (the “Site”). This User Agreement is a binding agreement between you and Boston University (“BU”), and governs your access and use of the Site, which includes any information, data, tools, products, services and other content (together, “Content”) available on or through the Site.

1. Acceptance of terms of use.

By accessing or using the Site, you hereby accept and agree to comply with this User Agreement. You represent and warrant that you have the full legal authority to enter into the User Agreement and if you are acting on behalf of an organization or company, you have the legal authority to bind such organization or company to the User Agreement.

2. BU grants you a limited right to use the Site.

BU hereby grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the Site. The use of the Site is subject to your compliance with any and all applicable laws and this User Agreement. BU reserves the right, at its sole discretion, to immediately terminate your right and ability to access the Site, upon any breach by you of this User Agreement.

Unauthorized individuals, institutions and other entities may not act on behalf of BU, use its property or solicit contributions without express authorization from BU.

You may not violate or attempt to violate the security of the Site. You may not decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of the Site. You may not use the Site in order to transmit, distribute, store or destroy material in violation of any applicable law or regulation or in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others.

BU complies with all applicable laws and regulations as they may be modified from time to time. If any provision of this User Agreement conflicts with any applicable law or regulation, the applicable law or regulation will supersede the conflicting provision.

This User Agreement and your use of this Site are and shall be governed and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its rules concerning conflict of laws. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern.

Should you have any questions concerning BEACON, please feel free to contact us at ceid@bu.edu or write to us at 111 Cummington Mall, Suite 140, Boston, MA 02215.

3. You grant BU a right to use your contributions.

By sending a written contribution to BU, you grant a perpetual, royalty-free, unconditional license to BU, and any successor organization, to publish your contribution on the BEACON Site and all affiliated sites, as well as disseminate it to other parties via RSS or other media, and to discuss or reference it in any publications related to or arising out of BEACON. You also agree that BU has the right, but not the

obligation, to edit or remove any contribution, or to merge it in text or concept with other contributions, in BU's sole discretion.

We will credit your contribution by publishing it with your name or an acceptable pseudonym of your choosing, or you may remain anonymous. We collect personal information such as, but not limited to, your email address and Internet Protocol address. We reserve the right to use this information internally, including but not limited to research purposes, quality assurance and correspondence with you. We will not sell, share, rent, or otherwise reveal your personal information to any third party except as required by law, or to address issues of noncompliance.

BEACON and its users, including government agencies, depend on contributors for the accuracy of submissions. BEACON takes no responsibility for errors or inaccuracies in any submission. Deliberate misrepresentation of information by a contributor may constitute a violation of law, and if it is serious we will report it to appropriate government authorities.

4. You will be bound by revised versions of this User Agreement that BU posts on the Site.

Modifications of this User Agreement will be effective immediately upon posting unless we indicate otherwise. Your use of the Site indicates your full acceptance of this User Agreement in its then-current form each time you use the Site.

5. The Content may not be available for use outside of the United States.

BU makes no representation that any Content is appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Site from other locations, you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

6. The Site is owned by BU.

BU owns and operates the Site and the Content provided to you via the Site. All Content contained in the Site is the property of BU, its licensors or its content contributors, and is protected by U.S. and international copyright and trademark laws. The compilation (meaning the collection, arrangement and assembly) of all Content on the Site is the exclusive property of BU and is protected by U.S. and international copyright laws. The Content on the Site may be used for your personal information only. The Content may not in any way be abstracted, reproduced or translated, regardless of whether or not all copyright, trademark and other proprietary notices are included in each such use. No portion of the Site or the Content may be sold or otherwise used or distributed in conjunction with any commercial purpose, unless expressly permitted in writing by BU. Systematic retrieval of Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory is strictly prohibited without prior written permission from BU.

BEACON is a trademark of BU. All other trademarks, service marks, trade names and logos appearing on the Site are the property of their respective owners.

7. BU is not liable for any actions taken in reliance of the Content on the Site.

To the extent permissible under applicable laws, no responsibility is assumed for any injury and/or damage to persons or property as a matter of products liability, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, products or procedures contained in the Site. IN NO EVENT WILL BU, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, AGENTS, COLLABORATORS, LICENSORS AND REPRESENTATIVES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT. The additional disclaimers included in the various publications available via the Site are hereby incorporated by reference.

8. BU is not responsible for any technological problems or any impact that they may have.

All or any portion of the Site may not be available and may not function properly at any time. We make reasonable efforts to avoid technological problems, but at any time the Site may have and may cause technological problems such as viruses and other damaging computer programming routines or engines. We take reasonable security precautions when using the internet, telephone or other means to transport data or other communications, but we disclaim liability for any interception of data or communications. We make reasonable efforts to ensure that the Site is secure, but we do not guarantee the security of the Site and information you share with us, including your personal information, may be compromised. BU is not liable for any damage or injury caused by the performance or failure of performance of all or any portion of the Site. BU is not liable for any defects, delays or errors in or resulting from your use of the Site.

9. BU is not responsible for information on any third-party website that is referred in, or accessible or connected by hyperlink to, the Site.

The provision via the Site of links and referrals to other websites, publications or information resources does not constitute the endorsement of those websites or resources by BU, BEACON, its agents, collaborators or representatives. BU makes no representations or claims as to the quality, content and accuracy of the information, services or products which may be provided by such resources, and specifically disclaims any warranties, including but not limited to, the implied or express warranties of merchantability or fitness for any particular usage, application or purpose.

You may link to the Site solely for noncommercial purposes. Notwithstanding the foregoing, BU and BEACON reserves the right to prohibit any entity from linking to its website.

10. BU disclaims all warranties with respect to the Site that the law allows it to disclaim.

The unauthorized alteration of the content of this website is expressly prohibited. BU, its directors, officers, employees, affiliates, subcontractors, agents, collaborators, licensors and representatives shall not be responsible for any claims, actions, or damages which may arise on account of the unauthorized alteration of this website.

The Site is provided on an “as is” and “as available” basis. BU disclaims all representations and warranties, express or implied, of any kind of respect to the Content and Site including warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property and proprietary rights. Without limiting our general disclaimer, we do not warrant the availability, completeness, timeliness, functionality, reliability, sequencing or speed of delivery of the Site or any part of the Content.

To the maximum extent permitted by applicable law, in no event shall BU, its directors, officers, employees, affiliates, subcontractors, agents, collaborators, licensors or representatives be liable for damages of any kind arising from the use of this Site, or any loss or injury, caused in whole or part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering information through this Site, including without limitation, direct, indirect, consequential, incidental, special or punitive damages (even if BU has been advised of the possibility of such damages). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

This disclaimer of liability applies to any and all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction or unauthorized access to, alteration of or use of any data or other asset, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

BU'S AFFILIATES, SUBCONTRACTORS, AGENTS, COLLABORATORS, LICENSORS AND REPRESENTATIVES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

11. You will be responsible for any liability to BEACON and/or BU that arises out of your breach of this User Agreement or your use of this Site.

You hereby agree to indemnify, defend and hold BEACON, BU and its directors, officers, employees, affiliates, agents, collaborators, licensors, affiliates, contractors and representatives, harmless from and against any and all suits, liability, losses, damages, costs, and expenses (including reasonable attorneys' fees) that arise from or relate to:

1. your use of the Site;
2. your breach of your obligations under this User Agreement or any representation, warranty or covenant made by you in this User Agreement;
3. your violation of any applicable law, statute, ordinance, regulation or of any third-party's rights;
or
4. claims asserted by third parties which, if proven, would place you in breach of the representations, warranties, covenants or other provisions contained in this User Agreement.

12. Dispute resolution.

You agree to the following dispute resolution and class action waiver provisions:

We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the dispute informally. You agree to do so by sending us written notice to 125 Bay State Road, Boston, MA 02215. We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a dispute within 60 days, either of us has the right to initiate arbitration. Any statute of limitations will be tolled during this informal resolution process.

You and BU agree that disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available.

13. Changes to the User Agreement.

We are continuously working to develop and improve our Site. We may update the User Agreement accordingly from time to time. For example, we may make changes to the User Agreement due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Site.
- To adapt to new technologies.

All changes will be effective as soon as we post them to our Site. If you do not agree to the changes, you must stop using our Site.