

# Terms and conditions

PLEASE READ THESE TERMS OF USE (“AGREEMENT” OR “TERMS OF USE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY FIGSHARE LLP. (THE “COMPANY”). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [HTTP://UCL.FIGSHARE.COM](http://UCL.FIGSHARE.COM) (THE “SITE”) AND THE SERVICE OWNED AND OPERATED BY COMPANY (INCLUDING YOUR USE OF SUCH SERVICE WHEN MADE AVAILABLE THROUGH SOFTWARE OWNED, OPERATED, OR LICENSED BY COMPANY OR THROUGH A THIRD PARTY WEBSITE) (COLLECTIVELY WITH THE SITE, THE “SERVICE”). BY USING THE SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SERVICE. THIS AGREEMENT APPLIES TO ALL USERS OF THE SITE OR SERVICE

## Key conditions of Repository Use:

The following categories of data must not be uploaded to the UCL Research Data Repository:

- personal data as defined by data protection legislation, including information that may identify a living individual directly or indirectly;
- data provided in confidence; or
- data that would contravene any third-party agreement.

You should not upload data containing copyrighted content that is not owned by either UCL or its employees, except in cases where that content is either licensed so as to permit derivations, or permission to upload and/or publish the data has otherwise been explicitly granted by the copyright holder.

You should consider whether the data to be uploaded may be licensed commercially before deciding to freely release it to the public. Information and advice about the commercial licensing of datasets can be sought from UCL Business <https://www.uclb.com/about/our-people/>, however, you should ensure that you obtain your own legal advice regarding the commercial licensing of datasets specific to your circumstances.

The above summary should not be relied on in substitution of the detailed terms and conditions set out below.

## Further Terms and Conditions:

**REPRESENTATIONS BY ORGANIZATIONS.** If you agree to these terms on behalf of a business, organization, agency or institution “an Organization,” you represent and warrant that (i) you have authority to bind that Organization to this Agreement, (ii) your agreement to these terms will be treated as the agreement of the Organization and (iii) any individual or entity to whom you provide access to the Software shall be made aware of and shall be bound by these terms. In that case, “you” and “your” in this Agreement shall refer to the Organization you represent.

Where the terms of this Agreement create any rights, entitlements, obligations or liabilities as between the Company and University College London (“UCL”), such rights, entitlements, obligations and liabilities shall at all times be subject to the terms of the Special Module Agreement dated 2<sup>nd</sup> August 2018 and the applicable Digital Science General Terms and Conditions dated 2<sup>nd</sup> August 2018 entered into between the Company and UCL for the provision of the Service (“Main Service Terms”). For the avoidance of doubt, as between the Company and UCL: (i) the Main Service Terms shall take precedence over this Agreement; and (ii) nothing in this Agreement shall operate to create any rights, entitlements, obligations or liabilities that are broader or narrower (as applicable) than those under the Main Service Terms.

Acceptance of Terms. The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the “Terms of Use”), which terms also incorporate Company’s Privacy Policy. <http://figshare.com/privacy>. The Service is available only to individuals who are at least 18 years old. If you are under 18 you may not use or attempt to register for the Service.

You represent and warrant that you are an individual (i.e. not a corporation), you are of legal age to form a binding contract, that all registration information you submit is accurate and truthful and that you will maintain the accuracy and truthfulness of such information by accessing your preference settings from within the Service. Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

Modification of Terms of Use. Company reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site, on or through the Service, or by sending an email to the email address associated with your account. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

Rules and Conduct. As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service is provided only for your own non-commercial use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term “Content” includes, without limitation, any content, articles, data, text, photographs, images, illustrations, or other information, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Company, its partners or other third parties on or through the Service (and corresponding metadata).

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that: infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; you know is false, misleading, untruthful or inaccurate; is unlawful, threatening, abusive, harassing, defamatory, derogatory,

discriminatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; impersonates any person or entity, including any employee or representative of Company; breaches, or causes Company to breach, any applicable law or regulation or terms of any third party hosting provider we notify to you; or could result in any claim or action against Company or damage Company's goodwill or reputation in any way.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure and shall comply with all limits on size notified to you from time to time (via the Service or otherwise); (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service), nor access or use the same in a way or using means not made available by us for that purpose; (iv) run any form of auto-responder or "spam" on the Service; (v) copy, modify, adapt or create derivative works of any part of the Service; (vi) make available, distribute, sell, rent, lease, license, frame, commercialise or use for the benefit of any other person (including as part of a service bureau arrangement) any part of the Service, or use any part of the Service to develop, or otherwise in connection with, a product or service which competes with any of the products or services that Company offers; (vii) decipher, decompile, disassemble, reverse engineer or attempt to derive any source code or underlying ideas or algorithms of, any part of the Service save to the extent permitted by applicable law. The foregoing restrictions shall also apply (where the context permits) to any 'Data', and you shall not use any automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape or mine the Data except those expressly authorised by Company in advance in writing. For the purposes of the above, 'Data' means all information and data provided, developed or made available by Company (and including all data accessible within or made available via the Service) and derived therefrom, save in respect of your User Submissions.

If Company has reason to believe you are not complying with the above restrictions or the terms of any licence granted under these Terms of Use, you shall give us access to such information as Company shall reasonably request to assess such compliance, provided Company shall take reasonable steps to minimise any disruption to you.

The Site and Service are protected by copyright as collective works and/or compilations pursuant to U.K. copyright laws, international conventions, and other copyright laws. You shall abide by all applicable local, state, national and international laws and regulations. Company does not guarantee that any Content or User Submissions (as defined below) will be made available or will be continuously available on or through the Service. Company has no obligation to monitor the Site, Service, or Content. However, Company reserves the right to (i) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or

authorities relating to such Content or if Company is concerned that you may have violated the Terms of Use), or for no reason at all and (ii) to remove or block any User Submissions from the Service.

**Registration.** You may browse the Site without registering, but as a condition to using certain aspects of the Service, you may be required to be a registered user and will need to access using your UCL user name and password (“User ID”)

**Third Party Sites.** Company may make the Service available on or through other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Company’s control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such website or resource.

**Content and Licence.** You agree that the Service contains Content specifically provided by Company, its partners and other third parties, and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

**User Submissions.** The Service provides you with the ability to add, create, upload, submit, distribute or post (“Submit,” “Submitting” or “Submission”) content, articles, data, text, photographs, images, illustrations, or other information on or to the Site or Service (collectively, the “User Submissions”). By way of example, and not as a limitation, User Submissions may be Submitted when you request the Service to (i) identify, resolve, copy, or import content stored on your or a third party’s computer system, (ii) synchronize content such that the Service stores or “mirrors” content stored on your or a third party’s computer system by storing such content on equipment owned or operated by Company, (iii) save or store your comments, edits or annotations to Content accessible through the Service, or (iv) share with another person any content stored on your or a third party’s computer system.

You represent and warrant that the use or other exploitation of any User Submissions by you or Company as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights. Except in the case of User Submissions containing content exclusively in the public domain, you represent and warrant, and can demonstrate to Company’s full satisfaction upon request that (i) you own or otherwise control any and all rights or licences required in order to Submit all content in your User Submissions and to permit Company to use such content as contemplated by these Terms of Use, and (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by these Terms of Use.

You represent and warrant that, where you make any suggestions regarding, or other contributions to, the Services, any such contribution is your original work and you are free and authorised to make the same available to Company for use in any way without obligation to any person.

You understand that all information publicly posted or privately transmitted through the Site or Service is the sole responsibility of the person from which such content was Submitted. Company will not be liable for any errors or omissions in any content, and may delete, modify, or reformat any materials, content or information Submitted by you. Company does not endorse and has no control over any content Submitted to the Service. Company cannot guarantee the authenticity of any User Submission. You acknowledge that all Content accessed by you in connection with your use of the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting from your access to or your inability to access such Content.

If You have chosen to make Your Information Publicly Available, You understand that Company may share User Submissions with third parties in connection with your use of the Service, and that Company cannot and does not control any such third parties. You acknowledge that Company makes no representation or warranty regarding the privacy of any User Submissions and that you have no expectation of privacy with respect to any User Submissions unless expressly provided otherwise by Company's Privacy Policy, located at <http://figshare.com/privacy>

**Termination.** Company may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account, including User Submissions. If you wish to terminate your account, you may do so by following instructions available on the Site. Any fees paid hereunder are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Warranty Disclaimer.** Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Service; what Content you access via the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any Content contained in or accessed through the Service, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service.

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Indemnification. You shall defend, indemnify, and hold harmless Company and, its affiliates, employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, or Content, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

Limitation of Liability. IN NO EVENT SHALL COMPANY, ITS SUPPLIERS, LICENSORS, INTEGRATORS OR CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF ONE HUNDRED U.S. DOLLARS (\$100) (IN THE AGGREGATE) OR THE FEES PAID BY YOU FOR THE SERVICE DURING 12-MONTH PERIOD PRECEDING THE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (IV) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); OR (V) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Fees and Payment. Although our basic Services are currently free to users, Company reserves the right to amend or withdraw such free Services at any time. Premium Services require payment in order to be accessed by users. You shall pay all applicable fees, as described on the Site, in connection with any such Services selected by you. Failure to make the appropriate payment will result in the withdrawal of your access to the charged-for Services.

Company reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Site. Your continuing use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable (your statutory rights are not affected).

**Dispute Resolution.** A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Company agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in London, England, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. "JAMS" ([www.jamsinternational.com](http://www.jamsinternational.com)) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under these Terms of Use shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United Kingdom Courts. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this Section.

**Integration and Severability.** The Terms of Use are the entire agreement between you and Company with respect to the Site and use of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the same. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Miscellaneous.** Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Use are personal to you, and are not assignable, transferable or sub licensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the

other in any respect. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Copyright Dispute Policy. Company has adopted the following general policy toward copyright infringement in accordance with the European Union Copyright Directive. The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Identification of works or materials being infringed;

Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;

Contact information about the notifier including address, telephone number and, if available, email address;

A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

to remove or disable access to the infringing material;

to notify the content provider, member or user that it has removed or disabled access to the material; and

that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Service.

Procedure to Supply a Counter-Notice to the Designated Agent:



If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

A physical or electronic signature of the content provider, member or user;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the UK Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United Kingdom, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material 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 material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion. Please contact [researchdatarepository@ucl.ac.uk](mailto:researchdatarepository@ucl.ac.uk) for Notification of Claimed Infringement.

Effective Date: 26<sup>th</sup> March 2019.