**Terms and Conditions Summary of Changes** 

**Privacy Policy** 

**Copyright Statement** 

# **Terms and Conditions**

These Terms and Conditions (Terms) create a contract between you and Frontiers Media SA (Frontiers) which applies to your use of our websites and to any other interaction between you and Frontiers.

These terms apply to all interactions with and use of Frontiers' Publishing Platform and Loop Research Network (websites).

These terms come into effect on 25th May, 2018.

# General

#### 1. Who We Are

Frontiers is an award-winning Open Science platform and leading Open Access scholarly publisher. Our mission is to make high-quality, peer-reviewed research articles rapidly and freely available to everybody in the world, thereby accelerating scientific and technological innovation, societal progress and economic growth. Founded in 2007 by two neuroscientists, Frontiers has grown to become one of the world's largest open-access publishers

#### 2. What Is Covered Under These Terms and Conditions

These terms create a contract between you and Frontiers whenever you interact with us, whether or not you are registered with us. For example, these terms cover all visits to Frontiers websites; the submission, review, acceptance (or rejection) and publication of articles; and use of the Loop Research Network. Other rules and procedures of Frontiers, including the <u>Author Guidelines</u>, <u>Privacy Policy</u> and <u>Copyright Statement</u>, also apply. Other specific terms, such as our terms for editors, will also apply if you are or become an editor with Frontiers.

Our contract with you is personal to you and may not be assigned or transferred by you to any other person.

Your right to use of any Frontiers website and any Frontiers functionality is conditional on your complying with these terms and all other applicable rules and conditions of Frontiers. Frontiers will also comply with its terms and conditions.

# **Registering with Frontiers**

# 3. Registration

You may become a registered user of Frontiers (including Loop) by clicking here. To register you must provide at least the minimum information required.

You can manage your privacy settings. You can find information on how to do this in our **Help Centre**.

If you already have a Loop profile, you are already a registered user of Frontiers. You should check to ensure that you have only one profile with Frontiers and Loop, where possible, to avoid confusion.

# 4. Who May Register with Frontiers

Only natural persons aged 18 or over may register with Frontiers, and you must register in your own name. You may not create more than one profile.

By registering with us you promise Frontiers that the information you provide is accurate and not misleading.

Frontiers may refuse or cancel a registration, at its discretion, with or without notice.

# 5. What It Means to Register with Frontiers

By successfully registering with us, you have the following immediate benefits:

you become a registered user of Frontiers and a member of the Loop network

you may submit articles for peer review and other content, and you can apply to become a Frontiers editor or reviewer.

Registering with Frontiers also means accepting the following:

you have read, understood and agree with these Terms, Frontiers' <u>Privacy</u> <u>Policy</u> and <u>Copyright Statement</u>

you must comply with these terms and all other rules and conditions of Frontiers. This obligation also applies to all users, whether or not registered

you must comply with all generally-accepted academic and scientific norms and Frontiers' own principles

you understand that Frontiers is not obliged to publish any content contributed by you, and that Frontiers may remove any content contributed by you, including retracting peer-reviewed articles.

If you wish to close your account with Frontiers, please contact support@frontiersin.org.

#### 6. Communications and Emails

By registering with Frontiers, you consent to receiving email and other

communications from Frontiers.

You may opt out of certain types of messages, such as marketing messages, in your settings, but you may not opt out of messages on matters such as administrative and legal issues, changes in terms and conditions and other necessary communications. If you do not agree to receive such emails and communications, you may not register with Frontiers and Frontiers may cancel any existing registration.

You must keep your email and other contact details up to date in your registration information.

#### 7. Your Rights as a User. Restrictions on Your Rights

As a user, registered or not, you may use all open functionalities of the Frontiers websites if you comply with all our terms. Some functionality may be restricted to registered users or to certain types of users (such as editors).

You may benefit from the <u>CC-BY licence</u> over articles and other content as described elsewhere in these terms.

If you are a registered user, you may create links to Frontiers websites from other respectable websites, but not from any website which does not comply with the requirements of these terms. Frontiers may remove any links and/or to require their removal, and you must comply with such a request. Frontiers is not responsible for the content of third-party websites.

Uploading of videos and similar materials is subject to all related rules, including third-party and intellectual property rules. Be aware of the warranties you give concerning your right to upload any content.

# 8. Infringement of Your Rights

We believe in respecting the rights of all, including rights granted by law and those generally accepted in academia. If you believe your rights have been infringed, please contact us at this address: <a href="mailto:claims@frontiersin.org">claims@frontiersin.org</a>.

#### 9. Exclusion of Users

We expressly reserve the right to refuse applications to register with Frontiers and/or to suspend or cancel the accounts of users, at our discretion.

#### 10. Privacy, Personal Data and Cookies

Frontiers strives to comply, as a minimum, with Swiss and EU laws on privacy and data protection and to apply the principles of recognised cross-border data protection procedures. Our updated <u>Privacy Policy</u> provides detailed information on what personal data we collect, how we use it and your rights concerning our processing of your data.

You are responsible for maintaining the security of your password. Do not share your password with any other person. If your password security may have been breached, change it immediately. Choose strong passwords and avoid obvious passwords. You must notify Frontiers immediately if you believe that unauthorised access has been gained to your account. Frontiers is not responsible for any damage suffered by you due to a lack of security on your part.

It is important to keep your personal information up to date. Please check it regularly.

Be aware that your public profile may be viewed by anyone visiting your profile on the Frontiers website, in any country. To change your privacy settings with Frontiers please <u>log in</u> to your account.

# Ownership of Website, Software and Content. Trademarks

# 11. Ownership of Website, Software and Content

Frontiers is the owner of the frontiersin.org website, the software constituting that website and of all copyright and other intellectual property rights in those assets.

Frontiers is the owner of the combination of all content on its websites and of the look and feel of its websites.

Frontiers does **not** own the copyright in articles you submit to it – you (or your employer or funder) continue to own the copyright in your articles. See the section <u>Licences (permissions) you grant as an authors</u> and the <u>Copyright Statement</u> for more information.

#### 12. Trademarks

"Frontiers In" and "Loop" are registered trademarks of Frontiers Media SA.

# Conditions for Submissions of Articles for Peer-Reviewed Publication

#### 13. Submission

If published, your article will in principle remain published permanently, with your personal details and those of your co-authors, as well as those of the reviewers and handling editors, on the Frontiers website, and stored in archives, in repositories and potentially in other places.

When you submit an article to Frontiers, you promise that:

the article is not under consideration by any other journal; if it has been submitted for consideration elsewhere, it has been definitively rejected and is no longer being considered for publication

the article will not be submitted for publication elsewhere unless either published or rejected by Frontiers

you have the explicit consent of all co-authors to submit the article and to accept these conditions, including the granting of the CC-BY licence, on behalf of all co-authors

you have the authorisation of all copyright owners (which may include your employer or funder, and any owners of third-party graphics) to submit the article and to grant the CC-BY licence over the article

an article submitted to report original research is an original contribution, meaning it contains content that has not been previously published in its current form (except for manuscripts deposited as pre-prints in established community-validated pre-print services)

the article does not contain any non-attributed content from any existing source, including the authors' own existing material

all contributors have been adequately acknowledged

the article and all authors meet the authorship criteria as outlined in the **Author Guidelines** 

the article complies with all the rules on content

all findings have been verified in accordance with the highest scientific standards in the relevant field

all research involving regulated animals (i.e. all live vertebrates and higher invertebrates) has been conducted in accordance with relevant institutional and national guidelines, all applicable legislation and guidelines and accepted best practices, and the approval body has been identified in the article

research involving human subjects has been conducted in accordance with the World Medical Association's **Declaration of Helsinki**, you have identified the approval body in the article and the article states clearly that informed written consent was obtained from all participants

the article clearly declares any financial, commercial or other relationships which may be considered to represent a potential conflict of interest

you have disclosed all relevant facts to Frontiers concerning the author(s), the article, the underlying research, any relevant third-party rights and any actual or potential conflicts of interest.

# 14. Acceptance and Rejection

Acceptance is at Frontiers' discretion in accordance with its rules and processes. Once accepted, an article will in principle be published; on rare occasions an issue causing rejection may arise or be discovered, in which case the article may be rejected despite having been previously accepted.

#### 15. Publication

There is no prior right to publication. Articles submitted will be subjected to ethical and technical checks and then to our rigorous and interactive peer-review process, which will require your cooperation.

If the article is published, you will become liable to pay our article publication charge (APC), or to ensure that it is paid. Current APCs can be seen here.

The Frontiers peer-review process is designed to ensure scientific rigour and does not check for the satisfaction of the other requirements.

#### 16. Disclosure of inventions

You must ensure that all patent applications have been filed prior to submission of your article.

# 17. Time for publication

If Frontiers unjustifiably fails to publish an article within a reasonable period of its final acceptance and payment by the author, Frontiers shall refund the publication fee, to the exclusion of any other liability of Frontiers for such failure.

#### 18. The Published Article

Once published, an article can not be removed except by Frontiers' decision, taken in accordance with accepted retraction processes. The article is likely to be archived and referenced in a number of archives and repositories.

The article will be published with the name(s) and affiliation(s) of the author(s) and the names of the reviewers who endorsed publication during the peer review, as well as that of the handling editor.

Frontiers reserves the right to remove any content, and to retract peerreviewed articles, which in its view breach any applicable terms of Frontiers and/or which in Frontiers' view are inappropriate in any way. Such removal

does not entitle the author to reimbursement of APC.

Frontiers is not liable for the acts or statements of others.

#### 19. Licences (Permissions) You Grant as an Author

When you submit an article to Frontiers, you grant to Frontiers and to the world at large a permanent, non-cancellable, free-of-charge, worldwide licence (permission) to publish, display, store, copy and re-use that article – including any third-party materials – and to create derivative works from it. You can not terminate that licence. You must ensure that you have all necessary permissions from third parties. Ownership by the third party of the copyright can still be notified on the relevant materials, and attribution must be made in accordance with usual scholarly practices.

The licence (permission) you grant over your article (including any third-party materials included in your article) is a **Creative Commons attribution licence** (known as a "**CC-BY**" licence). You can not terminate that licence.

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You may **not** reproduce or publish any content in any forum (online or not) which advocates any political, religious, anti-religious, racist, extremist, violent or disrespectful viewpoints. If you post any Frontiers content in such a forum, you must remove it immediately on request by Frontiers.

You may also not reproduce any content from our websites in order to

denigrate Frontiers.

The same CC-BY licence also applies to any other content, such as reviews, opinions, conference abstracts and blog posts, which you may submit to Frontiers.

You irrevocably grant us permission to use any non-patented ideas set out in your content or in any message sent or submitted to Frontiers, without any charge and without restriction, for any purpose in any part of the world.

Any content of yours appearing on a non-Frontiers website remains subject to the terms and conditions of that website.

# 20. Disputes

We have mediation processes for settling disputes related to articles, and we mutually promise to exhaust those possibilities prior to commencing any judicial dispute resolution mechanisms.

# Advertising, Commercial Promotion and Sponsorships

# 21. Sponsorship Programmes

Frontiers has sponsorship programmes for Research Topics and other areas. Sponsorships must comply with strict ethical rules. If you are interested in becoming a sponsor, please contact us at <a href="mailto:topics@frontiersin.org">topics@frontiersin.org</a>.

# 22. Promotional Messages

Messages and other content promoting a commercial offering are not permitted without Frontiers' written agreement.

#### 23. Advertising

Frontiers does not currently accept advertisements.

# **Using Our Websites**

#### 24. Rules on Content

All content submitted to Frontiers, whether or not peer-reviewed, must comply with these rules. This is your responsibility when you submit any article or content.

#### All content must:

be accurate or be genuinely believed to be accurate after duly rigorous investigation

only state opinions which are genuinely held

comply with all generally accepted scientific and academic norms and with all accepted citation rules and norms, and must give appropriate credit for contributions

comply with all accepted ethical rules and norms, including any Frontiers ethical guidelines

not infringe any intellectual property rights (including copyright, moral rights and database rights) of any person

be the subject of any necessary consents and authorisations

not breach any terms and conditions of any website or other forum from which that content was copied or derived, or to which you provide a link, or from which you have provided a link to our website

not be defamatory

not be malicious, offensive, discriminatory, threatening, racist, extremist; not

promote hatred or violence or denigrate any person, group of people or set of beliefs, or provide any link to any such material

only be for the purpose of furthering scientific and academic discourse in good faith, and in particular not be for the purpose, or have the effect, of promoting any commercial offering, service, product or interest, without Frontiers' prior explicit agreement

not give a false impression that it emanates from Frontiers or is approved by Frontiers, or otherwise be misleading in any way

not be pornographic or indecent

remain polite and respectful, especially when disagreeing

not ascribe any negative psychological or other labels or descriptions to any named or identifiable person or group of people, without the specific, informed consent of the person or people concerned to such label or description being ascribed to him/her/them

not be for the purpose, or have the primary effect, of promoting any political, societal, religious or anti-religious views

not disclose confidential information, including personal data of others, without the consent of the owner of that information or data

comply with all applicable laws

not advocate, refer to or provide a link to any website or content which would itself infringe any of these principles.

We may remove any content, or retract peer-reviewed articles, at our discretion. You may also request deletion of content and we will consider such requests in their context. We may insert a place-holder to indicate that a comment has been deleted. We may retain deleted comments in our database.

Frontiers is not responsible for content posted by its users, including the content of peer-reviewed articles.

Content you post will by default be visible to others. You may alter your settings to reduce access to your content (but not to peer-reviewed articles)

by editing the default settings for each post you make.

Any content posted by you may be commented on, copied, quoted and linked to by others.

If you believe any content breaches any of these requirements, please contact us at editorial.office@frontiersin.org

#### 25. Prohibited Activities

The following activities are prohibited on Frontiers' websites and can result in your registration being suspended or terminated, which Frontiers expressly reserves the right to do, and in your being liable for damages to Frontiers and/or to third parties:

Gaining or attempting to gain access to another user's account without that user's explicit and informed permission

Disguising your identity when interacting in any way on Frontiers' websites

Any activity which is designed to, or is likely to, cause any harm or damage to Frontiers, any of Frontiers' suppliers or any users of Frontiers' facilities

Any attempt to copy, hack or reverse-engineer the code forming the website or any of its functionalities

Any act intended or likely to cause any damage to any Frontiers website, its availability on the internet, its underlying software or reputation, including (but not limited to) denial of service attacks

Uploading or placing on any Frontiers website, or in any website to which you provide links, any virus or other harmful or undesirable code

Any fraudulent, harmful or illegal activity

Any attempt to gain unauthorised access to databases or other resources of Frontiers or its suppliers

Posting or linking to any content which does not comply in all respects with the content requirements set out in these terms

Posting of any personal information of any other person without that person's explicit informed consent

The posting of any commercial or promotional content, or any content which includes promotion of any commercial or business offering, without a specific agreement with Frontiers in that respect

The mounting or promotion of any pyramid scheme or other multi-level marketing scheme

Reproduction, duplication, copying or re-selling any part of any Frontiers website except for good-faith reliance on the <u>CC-BY licence</u> or as otherwise specifically permitted by these terms or following the specific and explicit agreement of Frontiers.

# 26. Text and Data Mining

Frontiers does not object to text and data mining of its website's public content for the legitimate purpose of enrichment of external collections of scientific literature. However, we may need to restrict this activity if it hinders the performance of our website and its services. If you encounter problems, please feel free to contact our technical support: <a href="mailto:support@frontiersin.org">support@frontiersin.org</a>.

# 27. Availability. Viruses and Attacks. Bugs and Errors

Frontiers endeavours, through active maintenance, to ensure that its websites remain available, bug-free and error-free, but the need for planned and emergency maintenance and the nature of software development mean that no absolute guarantee can be given. We will do what we can to give adequate warning of any planned downtime and to minimise unplanned downtime.

We may from time to time withdraw services and replace them with others.

You are strongly advised to keep back-ups of any content which you do not wish to lose.

Frontiers adopts industry-standard measures to minimise the risk of attacks, viruses, other harmful code and hackers. Given that our platform exists to permit the contribution of content, and given the constant efforts of those with ill intent, we can not guarantee that the website, or links posted by users, will be free from third-party viruses and other malicious third-party software or that we will always be successful in preventing attacks from succeeding.

We will continue in our efforts both to prevent such occurrences and to minimise their impact on us and on our users.

# **Final Provisions**

#### 28. Breach of Terms

Breach of any of these terms by Frontiers or you would be a breach of our contract.

#### 29. Amendment of Terms

These terms, and other conditions and rules of Frontiers, will be amended from time to time. Amendments will be communicated in the manner(s) appearing most appropriate to Frontiers. This may include email and/or notification at login. For this reason you should visit our websites regularly to ensure you are informed of changes to Terms. Amendments take effect upon that communication being made available to you, whether or not you actually log in to receive the information.

#### **30. DISCLAIMER OF WARRANTIES**

YOUR USE OF FRONTIERS WEBSITES OR ANY WEBSITE TO WHICH THEY ARE LINKED IS AT YOUR SOLE RISK. FRONTIERS WEBSITES AND THEIR CONTENT ARE PROVIDED FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. FRONTIERS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO FRONTIERS WEBSITES, THEIR AVAILABILITY OR THEIR CONTENTS AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT RELATING TO THE FRONTIERS WEBSITES, THEIR CONTENT OR ANY WEBSITE TO WHICH THEY ARE LINKED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FRONTIERS OR THROUGH OR

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#### 31. LIMITATION OF LIABILITY

IN NO EVENT SHALL FRONTIERS OR ITS LICENSEES, EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL LOSS, DAMAGES FOR LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, CLAIMS OF THIRD PARTIES, OR ANY OTHER LOSS, COST, CLAIM OR EXPENSE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY FRONTIERS WEBSITE, ITS CONTENT OR ANY WEBSITE TO OR FROM WHICH ANY LINKS MAY BE ESTABLISHED.

Nothing in these Terms and Conditions for Users shall limit or exclude, or be interpreted as intending to limit or exclude, Frontiers' liability for gross negligence (as defined under Swiss law) or for deliberate wrongdoing, or for any other matter for which, under any applicable law, liability can not be limited or excluded.

# 32. Deadline for Bringing Claims

Any claim against Frontiers must be brought within one year of your becoming aware of the existence of that claim.

# 33. Failure to Enforce Rights

Frontiers may choose not to enforce its rights in the event of a breach of these Terms. Such forbearance does not prevent Frontiers from enforcing that right in the future.

# 34. No Third-Party Rights

No third party (except your co-authors on submission of an article) obtains any rights from your contract with Frontiers, which is personal to you.

# 35. Force Majeure

Neither you nor Frontiers are / is liable for failure to fulfil obligations due to circumstances beyond the reasonable control of the affected party, but both you and Frontiers undertake to take all reasonable measures to limit the duration and effect of those circumstances and to find other ways of fulfilling your or its obligations.

# 36. Governing Law and Jurisdiction

Your agreement with Frontiers, including these terms and all other matters referred to above, is governed exclusively by the laws of Switzerland. You and Frontiers agree to seek in good faith to resolve any disputes through goodfaith discussion, negotiation and mediation before resorting to litigation. Any dispute not so resolved shall be subject to the exclusive jurisdiction of the courts of the Canton of Vaud, Switzerland. Frontiers does not accept any other jurisdiction unless otherwise explicitly agreed by it in writing. You will consent to any action by us taken to stop or prevent you from bringing an action in breach of this clause, and to indemnify us for our costs in bringing such an action.

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