

Terms of Use

From The Relativity Wiki

Our Terms of Use

Welcome to the Relativity wiki! The Relativity wiki (“we” or “us”), is a nonprofit charitable organization whose mission is to empower and engage people around the world to collect and develop content about Relativity and Virtual Reality, free of charge.

To support our vibrant community, we provide the essential infrastructure and organizational framework for the development of wiki Projects and their editions. We strive to make and keep educational and informational content from the Projects available on the internet free of charge, in perpetuity.

We welcome you (“you” or the “user”) as a reader, editor, author, or contributor of the Relativity Project, and we encourage you to join the Relativity community. Before you participate, however, we ask that you please read and agree to the following Terms of Use (“Terms of Use”).

Overview

These Terms of Use tell you about our public services at the Relativity wiki, our relationship to you as a user, and the rights and responsibilities that guide us both. We want you to know that we host an incredible quantity of educational and informational content, all of which is contributed and made possible by users like yourself. Generally we do not contribute, monitor, or delete content (with the rare exception of policies like these Terms of Use. This means that editorial control is in the hands of you and your fellow users who create and manage the content. We merely host this content.

The community – the network of users who are constantly building and using the various sites or Projects – are the principal means through which the goals of the mission are achieved. The community contributes to and helps govern our wiki.

You are welcome to join as a contributor, editor, or author, but you should follow the policies. Because we are dedicated to making content freely accessible to the public, we generally require that all content you contribute is available under a free license or in the public domain.

Please be aware that you are legally responsible for all of your contributions, edits, and re-use of Relativity's content under the laws of the Netherlands and other applicable laws (which may include the laws where you live or where you view or edit content). This means it is important that you use caution when posting content. In light of this responsibility, we have some rules about what you cannot post, most of which is either for your own protection or for the protection of other users like yourself. Please keep in mind that the content we host is for general informational purposes only. We also include other important notices and disclaimers, so please read these Terms of Use in their entirety.

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1. Our Services

The Relativity wiki is dedicated to encouraging the growth, development and distribution of free content, and to hosting the full content of our projects for the public free of charge. However, we act only as a hosting service, maintaining the infrastructure and organizational framework that allows our users to build the Relativity wiki by contributing and editing content themselves. Because of our unique role, there are a couple of things you should be aware of when considering our relationship to you, the Relativity project, and the other users:

- a. **We do not take an editorial role:** Because the Relativity projects are collaboratively edited, all of the content that we host is provided by users like yourself, and we do not take an editorial role. This means that we generally do not monitor or edit the content of the wiki, and we do not take any responsibility for this content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content. Instead, we simply provide access to the content that your fellow users have contributed and edited.
- b. **You are responsible for your own actions:** You are legally responsible for your edits and contributions on Relativity's Projects, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. For clarity, applicable law includes at least the laws of the Netherlands. Although we may not agree with such actions, we warn editors and contributors that authorities may seek to apply other country laws to you, including local laws where you live or where you view or edit content. Relativity generally cannot offer any protection, guarantee, immunity or indemnification.

2. Privacy Policy

We ask that you review the terms of our Privacy Policy, so that you are aware of how we collect and use your information. Because our services are used by people all over the world, personal information that we collect may be stored and processed in the Netherlands. By using our services, you consent to any such transfer of information outside your country.

3. Content We Host

- a. **You may find some material objectionable or erroneous:** Because we provide a wide array of content about Relativity and Virtual Reality, that is produced or gathered by fellow users, you may encounter material

that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using our services.

- b. **Our content is for general informational purposes only:** Although we host a great deal of information that pertains to professional topics, this content is presented for general informational purposes only. It should not be taken as professional advice.

4. Refraining from Certain Activities

The Relativity Wiki only exist because of the vibrant community of users like you who collaborate to write, edit, and curate the content. We happily welcome your participation in this community. We encourage you to be civil and polite in your interactions with others in the community, to act in good faith, and to make edits and contributions aimed at furthering the mission of the shared Project.

Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. Therefore, for your own protection and for that of other users, you may not engage in such activities on our sites. These activities include:

Harassing and Abusing Others

- Engaging in harassment, threats, stalking, spamming, or vandalism; and
- Transmitting chain mail, junk mail, or spam to other users.

Violating the Privacy of Others

- Infringing the privacy rights of others under the laws of the Netherlands or other applicable laws (which may include the laws where you live or where you view or edit content);
- Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by the Wikimedia Foundation; and
- Soliciting personally identifiable information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well-being of minors.

Engaging in False Statements, Impersonation, or Fraud

- Intentionally or knowingly posting content that constitutes libel or defamation;
- With the intent to deceive, posting content that is false or inaccurate;
- Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive; and
- Engaging in fraud.

Committing Infringement

- Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law.

Misusing Our Services for Other Illegal Purposes

- Posting child pornography or any other content that violates applicable law concerning child pornography;
- Posting or trafficking in obscene material that is unlawful under applicable law; and
- Using the services in a manner that is inconsistent with applicable law.

Engaging in Disruptive and Illegal Misuse of Facilities

- Posting or distributing content that contains any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users;
- Engaging in automated uses of the site that are abusive or disruptive of the services and have not been approved by the Relativity community;
- Disrupting the services by placing an undue burden on a Project website or the networks or servers connected with a Project website;
- Disrupting the services by inundating any of the Project websites with communications or other traffic that suggests no serious intent to use the Project website for its stated purpose;
- Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without authorization; and
- Probing, scanning, or testing the vulnerability of any of our technical systems or networks unless all the following conditions are met:
 - such actions do not unduly abuse or disrupt our technical systems or networks;
 - such actions are not for personal gain (except for credit for your work);
 - you report any vulnerabilities to the Relativity developers (or fix it yourself); and
 - you do not undertake such actions with malicious or destructive intent.

We reserve the right to exercise our enforcement discretion with respect to the above terms.

5. Password Security

You are responsible for safeguarding your own password and should never disclose it to any third party.

7. Licensing of Content

To grow the commons of free knowledge and free culture, all users contributing to the Relativity Wiki are required to grant broad permissions to the general public to re-distribute and re-use their contributions freely, so long as that use is properly attributed and the same freedom to re-use and re-distribute is granted to any derivative works. In keeping with our goal of providing free information to the widest possible audience, we require that when necessary all submitted content be licensed so that it is freely reusable by anyone who cares to access it.

You agree to the following licensing requirements:

- a. **Text to which you hold the copyright:** When you submit text to which you hold the copyright, you agree to license it under:

- GNU GENERAL PUBLIC LICENSE v3.0 (http://web.archive.org/web/20200909123019/https://wiki.relativity.net/index.php/The_Relativity_Wiki:Copyrights)

The only exception is if the Project edition or feature requires a different license. In that case, you agree to license any text you contribute under that particular license. Please note that these licenses do allow commercial uses of your contributions, as long as such uses are compliant with the terms.

- b. **Attribution:** Attribution is an important part of this license. We consider it giving credit where credit is due – to authors like yourself. When you contribute text, you agree to be attributed in any of the following fashions:

- i. Through hyperlink (where possible) or URL to the article to which you contributed (since each article has a history page that lists all authors and editors);
- ii. Through hyperlink (where possible) or URL to an alternative, stable online copy that is freely accessible, which conforms with the license, and which provides credit to the authors in a manner equivalent to the credit given on the Project website; or

- iii. Through a list of all authors (but please note that any list of authors may be filtered to exclude very small or irrelevant contributions).
- c. **Importing text:** You may import text that you have found elsewhere or that you have co-authored with others, but in such case you warrant that the text is available under terms that are compatible with the GNU GENERAL PUBLIC LICENSE v3.0 license (or, as explained above, another license when exceptionally required by the Project edition or feature).

You agree that, if you import text under a license that requires attribution, you must credit the author(s) in a reasonable fashion. Where such credit is commonly given through page histories, it is sufficient to give attribution in the edit summary, which is recorded in the page history, when importing the text. The attribution requirements are sometimes too intrusive for particular circumstances (regardless of the license), and there may be instances where the Relativity community decides that imported text cannot be used for that reason.

- d. **No revocation of license:** Except as consistent with your license, you agree that you will not unilaterally revoke or seek invalidation of any license that you have granted under these Terms of Use for text content or non-text media contributed to the Relativity project or features, even if you terminate use of our services.
- e. **Public domain content:** Content that is in the public domain is welcome! It is important however that you confirm the public domain status of the content under the law of the Netherlands as well as the laws of any other countries. When you contribute content that is in the public domain, you warrant that the material is actually in the public domain, and you agree to label it appropriately.
- f. **Re-use:** Re-use of content that we host is welcome, though exceptions exist for content contributed under "fair use" or similar exemptions under copyright law. Any re-use must comply with the underlying license(s).

When you re-use or re-distribute a text page developed by the Relativity community, you agree to attribute the authors in any of the following fashions:

- i. Through hyperlink (where possible) or URL to the page or pages that you are re-using (since each page has a history page that lists all authors and editors);
- ii. Through hyperlink (where possible) or URL to an alternative, stable online copy that is freely accessible, which conforms with the license, and which provides credit to the authors in a manner equivalent to the credit given on the Project website; or
- iii. Through a list of all authors (but please note that any list of authors may be filtered to exclude very small or irrelevant contributions).

In addition, please be aware that text that originated from external sources and was imported into a the Relativity wiki may be under a license that attaches additional attribution requirements. Users agree to indicate these additional attribution requirements clearly. Depending on the license, such requirements may appear for example in a banner or other notations pointing out that some or all of the content was originally published elsewhere. Where there are such visible notations, re-users should preserve them.

For any non-text media, you agree to comply with whatever license under which the work has been made available (which can be discovered by clicking on the work and looking at the licensing section on its description page or reviewing an applicable source page for that work). When re-using any content that we host, you agree to comply with the relevant attribution requirements as they pertain to the underlying license or licenses.

- g. **Modifications or additions to material that you re-use:** When modifying or making additions to text that you have obtained from a third party website, you agree to license the modified or added content under GNU GENERAL PUBLIC LICENSE v3.0.

When modifying or making additions to any non-text media that you have obtained from a third party website, you agree to license the modified or added content in accordance with whatever license under which the work has been made available.

With both text content and non-text media, you agree to clearly indicate that the original work has been modified. If you are re-using text content in a wiki, it is sufficient to indicate in the page history that you made a change to the imported text. For each copy or modified version that you distribute, you agree to include a licensing notice stating which license the work is released under, along with either a hyperlink or URL to the text of the license or a copy of the license itself.

8. Third-party Websites and Resources

You are solely responsible for your use of any third-party websites or resources. Although the Relativity wiki contains links to third-party websites and resources, we do not endorse and are not responsible or liable for their availability, accuracy, or the related content, products, or services (including, without limitation, any viruses or other disabling features), nor do we have any obligation to monitor such third-party content.

9. Termination

Though we hope you will stay and continue to contribute to our project, you can stop using our services any time. In certain (hopefully unlikely) circumstances it may be necessary for either ourselves or the Relativity community or its members to terminate part or all of our services, terminate these Terms of Use, block your account or access, or ban you as a user. If your account or access is blocked or otherwise terminated for any reason, your public contributions will remain publicly available (subject to applicable policies), and, unless we notify you otherwise, you may still access our public pages for the sole purpose of reading publicly available content on the Projects. In such circumstances, however, you may not be able to access your account or settings. We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or otherwise suspended, these Terms of Use will remain in effect with respect to relevant provisions.

10. Disputes and Jurisdiction

Highlighted for emphasis

We hope that no serious disagreements arise involving you, but, in the event there is a dispute, we encourage you to seek resolution through the dispute resolution procedures or mechanisms provided by Relativity. If you seek to file a legal claim against us, you agree to file and resolve it exclusively in a state or federal court located in the Netherlands. You also agree that the laws of the Netherlands will govern these Terms of Use, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in the Netherlands, in any legal action or proceeding relating to us or these Terms of Use.

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services or these Terms of Use must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence (or be forever barred).

11. Disclaimers

Highlighted for emphasis

At Relativity, we do our best to provide educational and informational content to a very wide audience, but your use of our services is at your sole risk. We provide these services on an "as is" and "as available" basis, and we expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.

We are not responsible for the content, data, or actions of third parties, and you release us from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. No advice or information, whether oral or written, obtained by you from us or through or from our services creates any warranty not expressly stated in these Terms of Use.

Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained by the service. We retain the right to create limits on use and storage at our sole discretion at any time with or without notice.

Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full depending on the law.

12. Limitation on Liability

Highlighted for emphasis

Relativity will not be liable to you or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, regardless of whether we were advised of the possibility of such damage.

13. Modifications to these Terms of Use

Just as Relativity community's input is essential for the growth and maintenance of our project, we believe that community input is essential for these Terms of Use to properly serve our users. It is also essential for a fair contract. Therefore, we will provide these Terms of Use, as well as any substantial future revisions of these Terms of Use, to the community for comment at least thirty (30) days before the end of the comment period. If a future proposed revision is substantial. For changes for legal or administrative reasons, to correct an inaccurate statement, or changes in response to community comments, we will provide at least three (3) days' notice.

Because it may be necessary to modify these Terms of Use from time to time, we will provide notice of such modifications. However, we ask that you please periodically review the most up-to-date version of these Terms of Use. Your continued use of our services after the new Terms of Use become official following the notice and review period constitutes an acceptance of these Terms of Use on your part. For the protection of the Relativity project and other users like yourself, if you do not agree with our Terms of Use, you cannot use our services.

14. Other Terms

These Terms of Use do not create an employment, agency, partnership, or joint venture relationship between you and us, the Relativity project. If you have not signed a separate agreement with us, these Terms of Use are the entire agreement between you and us. If there is any conflict between these Terms of Use and a signed written agreement between you and us, the signed agreement will control.

You agree that we may provide you with notices, including those regarding changes to the Terms of Use.

If in any circumstance, we do not apply or enforce any provision of these Terms of Use, it is not a waiver of that provision.

You understand that, unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us, the community, or the Relativity project.

Notwithstanding any provision to the contrary in these Terms of Use, we (the Relativity project) and you agree not to modify the applicable terms and requirements of any free license that is employed on our wiki when such free license is authorized by these Terms of Use.

These Terms of Use were written in English (U.S.).

If any provision or part of a provision of these Terms of Use is found unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and will be enforced to the maximum extent permissible, and all other provisions of these Terms of Use will remain in full force and effect.

Thank You!

We appreciate your taking the time to read these Terms of Use, and we are very happy to have you contributing to the Relativity wiki. Through your contributions, you are helping to build something really big – not only an important collection of collaboratively edited reference that provides education and information about Relativity and Virtual Reality.

These Terms of Use went into effect on May 8, 2019. Previous versions of the terms: There are no previous versions.

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