



## Synapse Terms and Conditions of Use

### Summary of key Provisions

Last updated: **March 18, 2013**

By using Synapse, you agree to the Terms and Conditions of Use listed below. Here is a summary of several key provisions of those Terms and Conditions. Be certain to read the full Terms and Conditions of Use in detail; in the event of any conflict or inconsistency between this summary and the full Terms and Conditions, the full Terms and Conditions will govern.

When **using Synapse**, you must:

- **Act ethically and responsibly.**
- **Protect and respect data participant's privacy and confidentiality**
- **Abide by all applicable laws and regulations.**
- **Not hack Synapse.**
- **Share content only when you have authority** to do so and sharing does not violate any applicable laws or contracts.
- **Take full responsibility** for your use of data, software and other Synapse content.

If using or contributing **data** on Synapse, you must:

- **Register using accurate, current and complete information.**
- **Understand and respect the specific rules for redistributing dataset, software or other content.**
- **Respect intellectual property rights** of others and **acknowledge contributors** in all presentations.
- **Not discriminate, identify, or re-contact** individuals or groups represented by the data.
- Use and contribute only data that has been **de-identified to HIPAA standards**. For information about de-identification in accordance with the HIPAA Privacy Rule, please visit <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html>.
- **Ensure that human participants have consented to share their data on Synapse, where required by applicable law.**
- **Keep personal information private and secure from any potential abuses.**

Sage Bionetworks wants you to know that:

- Contribution to and use of data in the Synapse Commons are governed by **these Terms and Conditions of Use**, the [Synapse Commons Data Use Procedure](#) and the [Synapse Privacy Policy](#).
- We will **remove content** if we deem it inappropriate.

- These Terms and Conditions of Use apply to, but we otherwise do not monitor, data or content contributed to **private workspaces**.
- We respect the **intellectual property rights** of others, and ask you to do the same.
- You must be **13 years old of age** to use this site.
- We take **no responsibility or liability for any content** that has been posted to Synapse.
- You may **cancel your Synapse account at any time**.

## Synapse Terms and Conditions of Use

Last updated: **March 18, 2013**

Welcome to Synapse, a service operated by Sage Bionetworks, an IRS 501(c)(3) public charity (“**Sage Bionetworks**,” “**we**,” or “**us**”). These Terms and Conditions of Use (“**Terms**”) are a binding legal agreement between you and Sage Bionetworks regarding your use of Synapse, Sage Bionetworks’ computational and storage software platform enabling collaborative, data-driven research on integrative genomic datasets, including any replacements thereof and successors thereto (“**Synapse**” or the “**Service**”). Synapse is comprised of a publicly-available portion designed to enable combined analysis of genomic data (the “**Synapse Commons**”), as well as workspaces on Synapse designated as private by a Synapse user (“**Private Workspaces**”). Unless otherwise indicated in these Terms, all references to Synapse and the Service include both the Synapse Commons and Private Workspaces.

Please read these Terms carefully. By using Synapse, or downloading, uploading, installing, or using any genomic, molecular, phenotypic and/or other data from human or non-human sources (“**Data**”), any algorithms, tools, and other software code in source or object form (“**Software**”), or any other information and content (such content, including Software, is referred to in these Terms as “**Content**”) available on or through Synapse, you agree to be bound by this Agreement and use Synapse and all Data and Content in compliance with this Agreement. If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind such company or entity to this Agreement.

In addition, when using certain features of Synapse, you also will be subject to the guidelines, terms, and agreements applicable to such features (“**Policies**”). For example, the [Synapse Privacy Policy](#) describes the personal information Sage Bionetworks collects in connection to Synapse, and how we use and disclose such information. All such Policies, including the Synapse Privacy Policy and the [Synapse Commons Data Use Procedure](#) are incorporated by

reference into these Terms. If these Terms are inconsistent with any Policy, the terms in the Policy will control to the extent of the inconsistency.

We may periodically make changes to these Terms and will identify the date of last update. We will post the updated Terms on Synapse and will also notify registered users when they log-onto Synapse of any material changes to these Terms, so please keep your registered email address current. Changes to the Terms will be effective upon being posted on Synapse, except as set forth below. Material changes to these Terms will be effective 30 days from posting of such change or receiving notification by email (“**Effective Date**”). We encourage you to review the most recent version of the Terms frequently and remain informed of any changes to these Terms. If you continue to use Synapse after we modify these Terms, you will be deemed to have consented to terms of the modified agreement for your use of Synapse as of the date of the modification. If you do not agree to any provision of these Terms, you must not use Synapse.

## **1. Eligibility**

You must be 13 years of age or older to use Synapse. Use of Synapse is void where prohibited. You represent and warrant that any information you submit to the Services or otherwise to Sage Bionetworks, during registration or otherwise, is true and accurate, that you are 13 years of age or older, and that you are fully able and competent to enter into and abide by these Terms. Each account on Synapse may be used by one human, and each human may create only a single account.

## **2. Account Registration**

You must register to use certain features of Synapse. When you register, you agree to (a) provide accurate, current and complete information about you as may be prompted by registration forms on Synapse (“**Registration Data**”); (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided to you for use on Synapse; and (c) maintain and promptly update the Registration Data, and any other information you provide to us, and to keep all such information accurate, current, and complete. You will notify us immediately of any unauthorized use of your account or any other breach of security by emailing us at [Synapseinfo@sagebase.org](mailto:Synapseinfo@sagebase.org). If messages sent to an email address provided by you are returned as undeliverable, we reserve the right to terminate your account immediately with or without notice to you and without any liability to you or any third party, subject to applicable law.

## **3. Fees; No Refunds**

Access to the Service presently is provided to you free of charge. Sage Bionetworks reserves the right to implement fees or change the fees for Synapse, or portions thereof, at any time by providing you notice on Synapse or otherwise.

## 4. Access to and Use of Data and other Content

### a. Overview

Synapse gives registered users the ability to upload and make available to other users Data and Software. Any Data or Software that is posted or transmitted by any user of Synapse other than Sage Bionetworks is referred to in these Terms as “**User Materials**.”

Data will be made available through the Synapse Commons using a three-tier data use system, as discussed in greater detail in the [Synapse Commons Data Use Procedure](#) and the [Synapse Privacy Policy](#) (collectively, the “**Synapse Commons Data Terms of Use**”). This Section 4(a) contains a brief overview of the three-tier data use systems for the Synapse Commons, but you should review the Synapse Commons Data Terms of Use carefully. In the event of any conflict or inconsistency between this Section 4(a) and the Synapse Commons Data Terms of Use, the Synapse Commons Data Terms of Use govern to the extent of the conflict or inconsistency.

While it is Sage Bionetworks’ policy to promote Data sharing with as few restrictions as possible (Open Data) on the Synapse Commons, the Synapse Commons accommodates Data sharing under restricted conditions when required by informed consent, legal contract and/or privacy requirements as disclosed by the Data contributor (Restricted or Controlled Data). This process is designed to allow Data sharing within the legal and ethical framework for responsible use of genomic Data.

- **Open Data (“Tier 1”)** includes data that may be shared with every Registered Synapse user in an unrestricted manner. Users have authority to access all Open Data following agreement to these Terms and Conditions of Use.

- **Restricted Data (“Tier 2”)** includes data that may be shared only following user agreement to comply with additional data-specific terms. These terms are imposed only when required to maintain protections, regulatory or legal conditions described as part of informed consent or legal contracts enacted during the process of Data generation and disclosed by the Data contributor.

- **Controlled Data (“Tier 3”)** includes data requiring additional protections for human subjects, like sensitive information or data from “vulnerable populations” as defined using [OHRP guidelines](#) and by the [European Data Protection Directive](#) and its implementation in applicable local law. Sharing of controlled data is considered to confer more than minimal additional risk of re-identification and/or harm to human participants and contribution or use of these data requires independent review/monitoring.

Individuals interested in submitting Data to the Synapse Commons must comply with the Synapse Commons Data Terms of Use, including their requirement to work with Sage Bionetworks to ensure that Data is shared using the appropriate terms of use and restrictions.

Subject to applicable law, we take no responsibility and assume no liability for any User Materials posted, stored, or uploaded by you or any third party, or for any loss or damage to any User Materials. Although we have no obligation to screen, edit, or monitor any User Materials posted on or transmitted through Synapse (other than Data posted to the Synapse Commons, to the extent described in the [Synapse Commons Data Use Procedure](#) and the [Synapse Privacy Policy](#)), we reserve the right, and have discretion, to remove and screen, any User Materials posted, stored, or transmitted on or through Synapse at any time and without notice.

Moreover, we provide you with the opportunity to use Private Workspaces on Synapse, and to only designate Content and Data as accessible to certain other Synapse users. We take reasonable measures in an effort to ensure that access to such Content or Data, or to any Private Workspace, by unauthorized individuals or entities will not occur, but we cannot guarantee that any such unauthorized access will not occur and make no representations or warranties in this regard.

## **b. Licensing**

### **i. Software and Data**

Subject to applicable law, if you post or transmit any Software or Data on or through Synapse, then you grant us and our subsidiaries and affiliates a nonexclusive, royalty-free, no-charge, perpetual, irrevocable, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Materials throughout the world in any media (provided, however, that the preceding right and license extends only to the extent reasonably necessary for us to host such Software or Data on Synapse and to make it available on Synapse and take other actions with respect to such Data as contemplated by these Terms and Conditions of Use and the Synapse Commons Data Terms of Use).

If you post or transmit any Software or Data on or through the Synapse Commons, then, subject to applicable law, unless you otherwise properly indicate other license terms or other terms and conditions, you grant us, our subsidiaries and affiliates, and all other users of the Synapse Commons a nonexclusive, royalty-free, no-charge, perpetual, irrevocable, worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Materials throughout the world in any media.

If you post or transmit any Software or Data to any Private Workspace, you may grant other users of such Private Workspace such rights and licenses as you deem appropriate.

### **ii. Other User Materials**

If you post or transmit any User Materials other than Software, Data, and Registration Data on or through Synapse Commons, then, unless you or we indicate otherwise, subject to applicable law, you (a) grant us and our subsidiaries and affiliates a nonexclusive, royalty-free, no-charge, perpetual, irrevocable, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Materials throughout the world in any media; (b) grant us, our subsidiaries and affiliates, and all other users of Synapse, a nonexclusive, royalty-free, no-charge, perpetual, irrevocable, worldwide, fully sub-licensable patent license to make, have made, use, offer to sell, export, and otherwise transfer such User Materials both on and off of Synapse; and (c) grant us and our affiliates, subsidiaries, and sub-licensees the right to use the name that you submit in connection with such User Materials, if we choose, in each case subject to applicable law.

### **c. Synapse Commons Data Content, Access and Use Procedures**

These Terms and Conditions of Use, the [Synapse Commons Data Use Procedure](#) and the [Synapse Privacy Policy](#) govern all use of, and all contributions of, all Data to the Synapse Commons. All use of, and all contributions of, Data on the Synapse Commons must comply with these terms.

Without limiting the generality of the foregoing, (a) all contributors and users of Data must take all actions described in the Synapse Commons Data Terms of Use with respect to the Data they contribute or use; and (b) your access to and use of certain types of Data may be subject to additional terms and conditions that you will be required to agree to before receiving access to such Data.

Data and Content contributed to Private Workspaces are not reviewed or monitored by Synapse, but all contributions of User Materials (including, without limitation, Data) thereto must comply with these Terms.

### **d. Representations and Warranties**

If you post or transmit any User Materials on or through Synapse, then you represent and warrant that (i) you own and control all of the rights to the User materials that you post or transmit, or you otherwise have the right to post such User Materials to Synapse and to specify use of such User Materials by us and by other users of Synapse; (ii) all Data is de-identified in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (“HIPAA”), (iii) you have obtained any and all consents, waivers, authorizations and/or institutional or independent review board (IRB) approvals necessary to provide the Data for use on the Synapse Commons and/or Private Workspaces, as applicable, (iv) when posting or transmitting genomic Data from EU individuals and/or if required by applicable privacy laws and regulations, you have verified that specific, informed and freely given consents was obtained prior to posting or

transmitting genomic Data on or through Synapse; and (v) the use and posting of User Materials you supply does not violate the Synapse Commons Data Use Procedure or these Terms, will not violate any rights of or cause injury to any person or entity, and will not otherwise create any harm or liability of any type for us or for third parties.

All Content accessible through Synapse is for informational purposes only. Materials are not a substitute for professional advice on any matter, medical or otherwise. Always seek the advice of a qualified health professional. Sage Bionetworks does not recommend or endorse any treatment, institution, professional, physician, product, procedure or other information that may be mentioned through Synapse.

**5. API Terms.** We may offer users the ability to access Data via an application programming interface (“**API**”). Any use of the API, including use of the API through a third-party product that accesses Synapse, is bound by these Terms and Conditions of Use plus the following specific terms:

- a. Abuse or excessively frequent requests to Synapse via any API (as determined by us in our sole discretion) may result in the temporary or permanent suspension of your account’s access to the API.
- b. You must not access or use the API through any technology or means other than those provided in Synapse or through other explicitly authorized means we may designate. You must not hide or mask from us your identity as it accesses Data using the API.
- c. We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.
- d. Without limiting the generality of the foregoing in this Section 5, subject to applicable law, you expressly understand and agree that we will not be liable for any losses or 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, even if we have been advised of the possibility of such losses or damages (unless such losses were reasonably foreseeable by us at the time you agreed to these terms), resulting from your use of or inability to use the API, or any third-party code or products that access data via the API.

## **6. Use Restrictions**

In your use of Synapse, you agree not to:

- a. Contribute any Data to Synapse that is not de-identified in accordance with the HIPAA Privacy Rule and any other applicable privacy laws and regulations (for information about de-identification in accordance with the HIPAA Privacy Rule,

please visit <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html>);

- b. Publish, present or otherwise disclose Data or results from analysis of Data obtained through Synapse without properly attributing the Data source using the language provided by the Data contributor of that Data set;
- c. Redistribute Data in a manner that fails to comply with any provision of the [Synapse Commons Data Use Procedure](#) without limiting the generality of the foregoing, “Controlled” (Tier 3) Data may not be redistributed, and “Open” (Tier 1) and “restricted” (Tier 2) Data may be redistributed, but solely to the extent the redistributing user assures that all subsequent recipients comply with these Terms and Conditions of Use, the Synapse Privacy Policy, as well as any additional Dataset-specific terms of use);
- d. Make any attempt to engage in any use of Data or Content that could potentially harm, marginalize, or discriminate against individuals or populations, whether in insurance, employment, or other manners;
- e. Identify, or make any attempt to identify, any individual humans to which any Data pertains;
- f. Create a false identify, impersonate another person or entity in any way, or falsely imply that any third-party service is associated with Synapse;
- g. Upload or otherwise transmit to or through Synapse any information, content, or materials that infringe, misappropriate, or violate any patent, trademark, trade secret, copyright, privacy and confidentiality rights, or other rights of any party, including by incorporating any such material in User Materials;
- h. Upload or otherwise transmit to or through Synapse any User Materials that violate, or cause us or our affiliates to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction;
- i. Upload or otherwise transmit to or through Synapse any unlawful, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable User Materials of any kind, or any User Materials that can cause harm or delay to Synapse or computers or networks of any kind;
- j. Upload or otherwise transmit any trade secrets or information for which you have any obligation of confidentiality or professional secrecy;
- k. Upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise);



- l. Restrict, discourage or inhibit any person from using Synapse;
- m. Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of Synapse or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the authorized features of Synapse, or by law, or otherwise attempt to use or access any portion of Synapse other than as intended by us;
- n. Reproduce, distribute, publicly display, publicly perform, sell, trade, resell or exploit any portion of Synapse, use of Synapse, access to Synapse or Content obtained through Synapse, for any purpose other than expressly permitted by these Terms, including, by way of example and not limitation, by doing or engaging in any of the following without our express written consent:
  - i. framing, embedding and/or passing off Data or Content obtained from Synapse in such a manner as to present it as originating from a source other than Synapse;
  - ii. altering or bypassing any approved software or other mechanisms through which Synapse or any of its Data or Content is made available; and
  - iii. using any trademarks, service marks, design marks, logos, photographs or other content belonging to us or obtained from Synapse.
- o. Gain unauthorized access to Synapse, to other users' accounts, Private Workspaces, names or personally identifiable information, to any other Data or Content on Synapse, or to other computers or websites connected or linked to Synapse;
- p. Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of Synapse or communications equipment and computers connected to Synapse;
- q. Remove, disable, damage, circumvent or otherwise interfere with any security-related features of Synapse, features that prevent or restrict the use or copying of any part of Synapse or any Data or Content on Synapse, features that limit or prevent access to Private Workspaces, or features that enforce limitations on the use of Synapse or any Data or Content on Synapse;
- r. Use any scraper, spider, robot or other automated means of any kind to access Synapse, except and solely to the extent permitted by these Terms

and the features of Synapse, deep-link to any feature or any Data or Content on Synapse, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to Synapse;

- s. Use excessive bandwidth, whether through our API or otherwise, and as determined by us in our sole discretion, on the Service (if your bandwidth usage significantly exceeds the average bandwidth usage of other Synapse users, as determined by us in our sole discretion), we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption);
- t. Interfere with or disrupt Synapse, networks or servers connected to Synapse or violate the regulations, policies or procedures of such networks or servers;
- u. Intentionally or unintentionally violate any applicable federal, state or other applicable local laws or regulations, including privacy laws and regulations, or these Terms;
- v. Upload or otherwise transmit any User Materials that, in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying Synapse or any portion thereof, or that may expose us or our users to harm or liability of any nature; or
- w. Assist or permit any persons in engaging in any of the activities described above.

Additionally, you acknowledge the following in connection with your use of the Service:

- a. We use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate Synapse, as further specified in our Synapse Privacy Policy.
- b. Subject to applicable law, technical processing and transmission of Synapse, including Data, Software, and other Content made available thereon, may be unencrypted and involve (i) transmissions over various networks and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. Modifications to Synapse**

We reserve the right to modify, discontinue, and restrict, temporarily or permanently, all or part of Synapse (including, without limitation, any Content or Data available on or through Synapse) without notice in our sole discretion. Neither we nor our suppliers or licensors, nor any other Synapse users, will be liable to you or to any third party for any modification, discontinuance, or restriction of Synapse or any deletion of any Content or Data stored on, or otherwise associated with, your account on Synapse.

## 8. Term and Termination

Your account remains in effect unless you cancel it or unless Sage Bionetworks terminates your account as provided by these Terms. To terminate your account, please email Sage Bionetworks at [Synapseinfo@sagebase.org](mailto:Synapseinfo@sagebase.org). Notwithstanding any provision of these Terms, we reserve the right, without notice and in our sole discretion, to terminate your account and to block, restrict, and prevent your future access to, and use of, Synapse. Without limiting the generality of the foregoing, Sage Bionetworks may terminate your account in cases of actual or suspected fraudulent, abusive or illegal activity, or violations of these Terms or any laws or regulations. If your account is terminated for any reason, we reserve the right (but do not have the obligation) to delete any and all Data, Software, and other Content stored upon or otherwise associated with your account on Synapse, including on the Synapse Commons and on any Private Workspaces. Additionally, for avoidance of doubt, notwithstanding any termination of your account, all provisions of these Terms that by their nature should survive the termination of your license to access the Service, use the Content or Software, or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

## 9. Feedback

Any materials, including but not limited to comments, suggestions, identifying potential errors and improvements, ideas, or other information, provided by you in the form of email or other submissions to us (collectively, “**Feedback**”), are non-confidential (notwithstanding any notice to the contrary you may include in any accompanying communication) and you hereby grant to us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use your Feedback for any purpose without compensation or attribution to you. Where applicable, Sage Bionetworks will respect any privacy restrictions applicable to Feedback you communicate to us.

## 10. Copyright Infringement

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on Synapse in a way that constitutes copyright infringement, please contact us at the address below and provide the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed, and identification of the time(s) and date(s) the material that you claim is infringing was displayed on Synapse; (c) your address, telephone number, and email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement by you, made

under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your User Materials that were removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to the copyright agent: (a) your physical or electronic signature; (b) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (d) your name, address, telephone number, and e-mail address, a statement that, to the extent permitted by applicable law, you consent to the jurisdiction of the federal court in Seattle, Washington, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content 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 content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our designated agent for notice of copyright infringement can be reached at:

Sage Bionetworks  
Attention: Diane Gary  
1100 Fairview Ave N., M1-C108  
Seattle WA 98109  
diane.gary@sagebase.org

## **11. Trademarks**

“Sage Bionetworks,” “Synapse,” “Synapse Commons,” “SageBio,” “Sage Bionetworks Commons,” the Synapse logo, the Sage Bionetworks logo, and any other product or service name or slogan contained on Synapse are trademarks or registered trademarks of Sage Bionetworks and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos mentioned on Synapse are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

## 12. Ownership

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to Synapse. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

## 13. Third-Party Content

Synapse may contain links to Web pages and content of third parties ("**Third-Party Content**") as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and can make no guarantee as to its accuracy or completeness. Subject to applicable law, under no circumstances will Sage Bionetworks be liable in any way for or in connection with any third party content.

Additionally, if you follow a link or otherwise navigate away from Synapse, please be aware that these Terms will no longer govern, other than with respect to Content you have obtained on Synapse, with respect to your activities off of Synapse. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from Synapse. You access and use Third-Party Content at your own risk.

## 14. Indemnification

Subject to applicable law, you will defend, indemnify and hold harmless Sage Bionetworks, its subsidiaries, affiliates, and their respective directors, officers, agents, employees, licensors, and suppliers from and against all costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Service, your violation of these Terms, or your violation of any rights of a third party (or, solely to the extent that such a limitation may be required under applicable law, from and against any of the foregoing costs, damages, expenses, and liabilities to the extent reasonably foreseeable).

## 15. Disclaimer of Warranties

SUBJECT TO APPLICABLE LAW, THE SERVICE (INCLUDING ITS CONTENT AND DATA), ANY USER MATERIALS, AND ANY THIRD-PARTY CONTENT, SOFTWARE, SERVICES OR APPLICATIONS MADE AVAILABLE ON OR THROUGH OR IN RELATION TO THE SERVICE, ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” “**WITH ALL FAULTS**” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, OTHER THAN THOSE THAT MAY BE IMPLIED BY APPLICABLE LAW. YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT OR DATA ACCESSIBLE ON OR THROUGH THE SERVICE (INCLUDING USER MATERIALS), IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SAGE BIONETWORKS AND ITS OFFICERS, DIRECTORS, LICENSORS, AND SUPPLIERS, HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAGE BIONETWORKS, ANY EMPLOYEE OR REPRESENTATIVE OF SAGE BIONETWORKS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SAGE BIONETWORKS AND ITS OFFICERS, DIRECTORS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICE OR ANY PART THEREOF, OR ANY CONTENT OR DATA (INCLUDING USER MATERIALS) AVAILABLE THROUGH THE SERVICE, WILL BE SECURE, UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN CONTENT AND DATA (INCLUDING USER MATERIALS) THROUGH THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

ADDITIONALLY, SAGE BIONETWORKS AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING, WITHOUT LIMITATION, RIGHTS UNDER PATENTS) THAT MAY APPLY TO THE USE OF ANY CONTENT OR DATA (INCLUDING USER MATERIALS) AVAILABLE ON OR THROUGH SYNAPSE.

YOU MUST NOT MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SYNAPSE OR ANY OTHER SYNAPSE USER REGARDING SYNAPSE OR ANY DATA, SOFTWARE, OR OTHER CONTENT THAT YOU OBTAIN ON SYNAPSE, EXCEPT TO THE EXTENT AS MAY BE EXPLICITLY PERMITTED BY A SYNAPSE USER WITH RESPECT TO DATA, SOFTWARE, OR OTHER CONTENT PROVIDED BY SUCH SYNAPSE USER.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **16. Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SAGE BIONETWORKS OR ITS OFFICERS, DIRECTORS, LICENSORS, OR SUPPLIERS WILL NOT BE LIABLE TO ANY PARTY UNDER THESE TERMS OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR ACCESS OF OR INABILITY TO USE OR ACCESS THE SERVICE OR ANY CONTENT OR DATA (INCLUDING USER MATERIALS) MADE AVAILABLE THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SAGE BIONETWORKS OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES).

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE MAXIMUM TOTAL LIABILITY OF SAGE BIONETWORKS AND ITS SUPPLIERS AND LICENSORS TO YOU FOR ALL CLAIMS UNDER THESE TERMS OR OTHERWISE IN CONNECTION WITH THE SERVICE AND ANY CONTENT OR DATA (INCLUDING USER MATERIALS), WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$50. THIS SECTION 16 DOES NOT EXCLUDE OR LIMIT THE LIABILITY OF SAGE BIONETWORKS FOR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, INCLUDING, IN CERTAIN JURISDICTIONS, LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OF SAGE BIONETWORKS.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SAGE BIONETWORKS, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SAGE BIONETWORKS, SAGE BIONETWORKS' AND ITS LICENSORS' AND

SUPPLIERS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **17. Electronic Communications**

To the extent authorized by applicable law, by using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. If you are located in Europe, we will not send you marketing communications by electronic means unless authorized by law or provided that we have obtained your prior opt-in consent.

## **18. General Legal Notices**

Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstance or similar circumstances. Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Service or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

To the extent permitted by applicable law, these Terms are governed by the laws of the State of Washington, excluding conflicts of law principles, and any controversy or claim arising out of or relating to the Service or these Terms must be commenced within one year after the claim arose and will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County,



Washington and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Washington law. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. If, under local law, you are able to bring a claim in the court of a country other than the U.S., the laws of the State of Washington, excluding conflicts of law principles, will apply to the claim.

These Terms, including all Policies, constitute the entire agreement between you and Sage Bionetworks concerning Synapse, as well as all Content and Data (including User Materials) available on or through Synapse. These Terms supersede all prior agreements or communications between you and Sage Bionetworks regarding the subject matter of these Terms.

## **19. Questions & Contact Information**

If you have any questions or concerns about the Service, or these Terms, you may contact Sage Bionetworks by email at [diane.gary@sagebase.org](mailto:diane.gary@sagebase.org) or write us at:

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