RAYYAN

User Agreement

This User Agreement (hereinafter referred to as the “Agreement”) is entered into on the Users date of registration on the Rayyan website, and is made by and between the User and Qatar Computing Research Institute (hereinafter referred to as "QCRI"), a centre of Qatar Foundation for Education, Science and Community Development (hereinafter referred to as "QF").

**Introduction to Rayyan Functionality**

QCRI have developed the Rayyan platform (http://rayyan.qcri.org), it is a free service that provides for:

A web application to help users including but not limited to Systematic Reviewers, explore and screen publication citations with the goal of but not limited to writing systematic reviews and meta-analyses. To achieve such a goal, Rayyan offers a large variety of features including creating a review, inviting collaborators to a review, uploading citations in different formats, a dashboard of all reviews, a workbench for a given review, citation navigation and exploration, facet extraction from citations, facet-based filtering, free text search, free-text labeling of citations, labeling of citations as included and excluded, machine-learning based suggestions for exclusion/inclusion of citations, collaborative decisions, and similarity graphs for citations using attribute weights. More features will be added in future releases.

**Terms and Conditions of this User Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY. As a User of Rayyan, you agree to be bound by the terms in this Agreement. By accepting the terms at account registration, the User unconditionally agrees to ALL of these terms, conditions and polices contained herein.

QCRI at its sole discretion may update these terms, conditions and polices from time to time by posting them on the website. QCRI will provide a 45-day written notice to Users by email only of any planned and upcoming revisions or modifications to this Agreement. If in your sole discretion determine that any of the foregoing changes to this Agreement renders the Rayyan website unsuitable for continued use, you should request termination of your account by creating a support ticket through the “Contact us” link in Rayyan website with the subject “Account Termination”.

If you continue to use the website after the changes become effective, you agree to become bound by the revised Agreement.

# DefinItions

The following capitalized terms have the following meaning set forth below.

## “User” refers to you or anyone or entity that uses and/or submits data or collaborates on this website.

## “Service” refers to all service provided by Rayyan.

## “Content” refers to all User data to be found or viewed on Rayyan.

## “Permitted Purpose" means the purpose for which Content may be used by QCRI as set out in this Agreement.

## “Personal Data” is data that can identify a User.

## “Force Majeure Event” means, any act, event, non-happening, omission or accident that is beyond the parties reasonable control and is not reasonably foreseeable and that causes or results in default or delay in the performance by the Service of any of its obligations under this Agreement, including (a) acts of God, war, riot, civil unrest, terrorism, malicious damage or strike (b) cyber attacks, distributed denial of service attacks or other viruses (c) failure of or interruption to telecommunications services, power supply, cloud computing services, machinery or other utility services, or the impossibility of the use of public or private telecommunications networks; (d) lightning, earthquake, hurricane, storm, fire, flood, drought, accumulation of snow or ice and other extreme weather or environmental conditions; (e) government action or decree, any legal or regulatory change and any decision, order, act or omission of any governmental, regulatory, judicial or other body (whether or not having legal powers).

## “Confidential Information” means any information, material and/or proprietary products disclosed, transferred or made available that is not in the public domain.

# GENERAL TERMS of SERVICE

These terms of Service apply to all Users of the Service, irrespective whether the User is a Content contributor or not. The Service includes all aspects of Rayyan offered on the website.

QF/QCRI does not endorse any Content submitted to the Service by any User, or any opinion, recommendation, or advice expressed therein, and QF/QCRI expressly disclaims any and all liability in connection with Content. QF/QCRI does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and QF/QCRI will remove all Content if properly notified that such Content infringes on another’s intellectual property rights.

The Service may contain links to third party websites that are not controlled or owned by QF/QCRI. Therefore QF/QCRI assumes no responsibility for, content, privacy policies, or practices of any third party websites. In addition, QF/QCRI will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve QF/QCRI from any and all liability arising from your use of any third-party website.

You agree not to use or launch any automated system, including without limitation, web crawlers, or offline readers, that accesses the Service in a manner that sends more requests to the Rayyan servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, QF/QCRI grants the operators of public search engines permission to use web crawlers to copy materials from the site for the sole purpose of creating publically available searchable indices of the materials. QF/QCRI reserves the right to revoke these exceptions either generally or in specific cases.

# Data SECurity and Information

## **Content Submitted**

## How Rayyan will use your Content submitted:

## User Content submitted to Rayyan will be used for the Permitted Purpose which is: For research in the general field of data analytics such as but not limited to data mining, data quality assessment, data management and processing, and machine learning.

Rayyan, may use any User data and information to evaluate and improve its performance and expand its services.

## **Data Privacy**

## You accept our privacy policy statement. Privacy of your Personal Data is assured, less a Force Majeure Event. QCRI will not sell or aggregate Personal Data for monetisation like other websites may do.

The privacy policy statement applicable to Rayyan:

QF/QCRI may collate meta data to better understand how Rayyan’s Users use its website. QF/QCRI may also release its results of such meta data analysis in a paper or publication where by all personality identification data has been anonymised, in a report on the website usage trends.

Certain Users of the Rayyan community may choose to interact with Rayyan in ways that require QF/QCRI and others to know more about them. The amount and type of information that QF/QCRI gathers from those Users depends on the nature of the interaction. For example, when users request assistance or report issues about their experience with Rayyan.

QF/QCRI may disclose personally identifying or other information, only to the extent necessary and in compliance with applicable law, to protect our websites and operations (e.g., against cyber attacks), to protect the rights, privacy, safety, or property of QF/QCRI and Rayyan Users, to enforce our terms of service, and to pursue available legal remedies.

## **Data Backup Policy**

Automatic daily backups of the entire Rayyan database are stored on Amazon Web Services to ensure data durability, with a 1-month retention policy.

## **Third Party Cloud Services**

Rayyan relies on cloud services like Heroku and Amazon Web Services to securely store its database, logs and uploaded files, to host and monitor the machines running Rayyan, and to send system emails. This Agreement is bound by the agreements of such services which can be found here:

<http://aws.amazon.com/agreement/>

<https://www.heroku.com/policy/tos>

<https://logentries.com/terms/>

<https://mandrill.com/terms/>

<https://www.memcachier.com/legal/tos>

<http://newrelic.com/terms>

<https://pusher.com/legal/terms>

<https://www.websolr.com/legal>

## **Confidential Information You Send or Receive**

In the process of using Rayyan, is it likely that a User may upload Confidential Information such as unpublished work and description of ongoing projects, which are not in the public domain. It is the responsibility of the User to protect this Confidential Information by not sharing it with an untrusted entity. The security and privacy of this information is as secure as the cloud services Rayyan uses whereby a range of security measures including physical access restraints, help to protect your personal information from unauthorized access, alteration, disclosure, or destruction. QCRI also have a policy in place to prohibit employees from viewing personal information without justification such as a “Contact us” request.

# Passwords and Personal Keys/Credentials

Rayyan uses industry standard 2048-bit SSL encrypted connections for all communication involving sensitive data such as sign up, sign in, and change account details. However, you are responsible for safeguarding any password/keys/credentials used to access Rayyan and for any activities or actions under these credentials. We recommend the use of "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols). QF/QCRI cannot and will not be liable for any loss or damage arising from your failure to comply with this guidance.

You must notify QCRI immediately if you think your account has been stolen by someone else, by creating a support ticket through the “Contact us” link in Rayyan website.

# ELiGIBILITY

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal

parental or guardian consent, and are fully able and competent to enter into the terms, conditions,

obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with these terms.

# CODE OF CONDUCT

You must respect any collaborator you interact with on this website.

You must refrain from using inappropriate communication, e.g. obscene or offensive language.

You must not misrepresent your identity to others.

Knowingly provide false information when using the website.

Users must comply with this code of conduct. QF/QCRI reserve the right to disable a User account in the event of misconduct of this code.

# Disputes with OTHER USERS

QF/QCRI is not party to any dispute between you and another Rayyan User. You release QF/QCRI from any and all claims, demands for damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or connected with any dispute between you and another User.

# MAINTENANCE AND SUPPORT Rayyan uses state of the art technologies to keep the system up and running. Temporary as well as permanent failures are immediately reported to the Rayyan support team for immediate action. Users, at any time, can create a support ticket through the “Contact us” link in Rayyan or the question mark icon available at all times. Response times: Rayyan support operates Sunday-Thursday from 8 AM to 5 PM (Arabian Standard Time, GMT +03:00). Tickets received during business hours are expected to be handled within 1 business day. Otherwise, tickets may face some delays. Down times: Because Rayyan relies on other cloud services, it is bound to down times obliged by these services. Examples are, but not limited to, the database service which is bound to 1 hour downtime every month, and the Heroku platform service availability. System upgrades: Usually system upgrades are done without the requirement of suspending Rayyan. However, there could be some exceptions.

## **Changes in Services**

The Services provided by Rayyan are evolving, QCRI intends to strive to improve and enhance the Services that Rayyan provides. Any changes to the Services, including the release of new Rayyan features, are subject to these Terms.

In addition, Rayyan may stop temporarily providing the Services (or any features within the Services) without providing prior notice, during which a placeholder page will be shown upon accessing Rayyan through any link.

We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to the User to keep the Service usage fair for all Users.

QF/QCRI retain the right to discontinue the Service at any time. In such case an email will be sent to users giving them a notice period to export all their data.

# PROPRIETARY RIGHTS

## **Ownership**

## The Rayyan website is owned by QCRI. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits to a User.

## **Copyright**

### Website Copyright

Copyright and other relevant intellectual property rights (e.g. workflow) relating to services on this website is owned by QCRI. Any copy of part or all of this website without attribution in any form is prohibited. Reproduction of this website is prohibited.

### Copyright of User Content

Rayyan does not own User Content. The User retains the copyright of their Content. The copyright of uploaded Content to the Users account is preserved and persists as defined in the uploaded Content itself.

### Attribution

A User can get up to date information on how to cite Rayyan from : http://rayyan.qcri.org/cite

# WARRANTY DISCLAIMER

You agree that the use of the services shall be at your sole risk to the fullest extent permitted by law, QF/QCRI, its officers, directors, employees and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof, QF/QCRI makes no warranties or representations about the accuracy or completeness of the site’s Content or the content of any sites linked to this site and assumes no liability or responsibility for any

1. Errors, mistakes, omissions or inaccuracies of Content
2. Any bugs, viruses, Trojan horses, of the like that may be transmitted to or through the Service by any third party,
3. Any loss or damage uncured as a result of the use of the Content posted, or otherwise made available via the Service
4. QF/QCRI does not endorse, any product or service advertised or offered by a third party through a hyperlink or featured in any banner or other advertising
5. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service.

# LIMITATION OF LIABILITY

In no event shall QCRI, its officers, directors, employees and agents be liable for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any (i) errors, mistakes or inaccuracies, (ii) any interruption or cessation of the Service, (iii) any bugs, viruses, Trojan horses or similar, that may be transmitted through the Service by any third party. (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service. The forgoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that QF/QCRI shall not be liable for content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Rayyan is controlled and offered by QF/QCRI from its facilities in Qatar. Those who access or use Rayyan from other jurisdictions do so at their own volition and are responsible for compliance with local law.

# INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless QCRI, and its parent QF, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney’s fees) arising from: (i) your use of and access to Rayyan; (ii) your violation of any term of these terms in this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defence and indemnification obligation will survive this Agreement and your use of the Service.

# GENERAL TERMS

## **Governing Law, Jurisdiction and Venue**

## This Agreement is governed by the laws of the State of Qatar. By accessing this Rayyan website] you consent to these terms and conditions and to the exclusive jurisdiction of the Qatar courts in all disputes arising out of such access.

## **Severability**

## If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will be enforceable and otherwise remain in full force and effect.