

Terms and conditions of brain-score.org

The Brain-Score community operates an online platform allowing researchers worldwide to test if their brain models reach good benchmarks/scores based human and primate (macaque) neural and behavioral datasets (hereinafter referred to as "Brain-Score"). The offer is aimed at private individuals of legal age and legal entities around the world who conduct research activities (hereinafter referred to as the "User").

These general terms and conditions of use, including any document referred herein (hereinafter referred to as "GTC") govern the entire use of the Brain-Score in particular the registration of Users, the recording and use of the data, models, and the conditions of use for the Brain-Score.

1. Definitions

"Intellectual Property Rights" means patents, utility models, trade or service marks, trade names, copyrights (including rights in computer software, source codes, and databases) and moral rights, design rights, inventions, discoveries, rights in know-how and all or any other industrial or intellectual property rights whether or not registered or capable of registration including, where the context allows, applications for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may subsist in any part of the world;

"Uploaded Data" refers to the datasets that a User imports in Brain-Score and new data that are created in Brain-Score on the basis of the original dataset. Those datasets must only contain anonymized personal data (if any).

2. Purpose

Brain-Score is a platform that allows researchers worldwide to test if their brain models reach good benchmarks/scores based human and primate (macaque) neural and behavioral datasets.

The description of the services is more detailed online, and any description of the services available online are part of these GTC.

The services run on the cloud (hosted by Amazon and the Massachusetts Institute of Technology) are available via web browsers and Github.

3. Duration and termination

Each User is granted access for an unlimited duration of time. A user can close or delete their account at any time.

Brain-Score administrators may terminate or suspend access to Brain-Score towards a specific User immediately, without prior notice or liability, for any reason whatsoever.

In the event of account's deletion, the licenses granted under these GTC will also be terminated at the termination's date.

4. Main conditions

Brain-Score gives Users an access with all the functionalities, subject to the following conditions:

- Brain-Score is hosted in datacenters around the world, operated by Amazon and the Massachusetts Institute of Technology;
- Due to the free basis of the Brain-Score, neither Brain-Score nor any other provider will warrant any service availability;
- To guarantee optimal performance of the Brain-Score, the platform will undergo routine and standard maintenance on its servers. Such maintenance often requires taking servers off-line. The outage may take place at any time;
- Brain-Score is not offering any specific support services. For any question however, you can contact the community: <https://www.brain-score.org/community>.
- Every User may decide to open its models and its Uploaded Data and share it with the rest of the world (Public mode). This decision is up to the User and each User must carefully analysis the legal situation before rendering publicly accessible its Uploaded Data. Otherwise, the models and the Uploaded Data

can always be rendered private – i.e. only accessible by the User itself – in a private mode (Private mode).

- A User can always request to delete its Uploaded Data. In case of deletion, each User is aware that the Uploaded Data will be gone forever, because Brain-Score is not ensuring a backup system.

5. Obligations of the User

Each User undertakes to comply with the following obligations:

- Upon acceptance of the GTC, a User is responsible to take any necessary measure to configure the access rights (Private or Public mode), and to read all proper instructions published on Brain-Score.
- User undertakes not to publish in Brain-Score any unlawful content, in particular content of a racist or pornographic character or which infringes the rights of a natural person. In particular, the following content is not permitted:
 - any illegal, offensive or inappropriate content, including but not limited to any content representing violence, nudity, product placement, advertisement or simply not related to the purpose of Brain-Score;
 - fake projects or accounts.
- User is personally responsible for ensuring that its use of Brain-Score does not violate these GTC or any applicable laws and regulations (e.g. criminal laws, data protection laws) and does not infringe on third parties' rights (including copyrights, database rights, trademark rights, design rights, patent rights, license rights and personal rights). In particular, by uploading Uploaded Data, a User represents and warrants that it is an original work, that it owns all rights to such content, and it does not infringe any third-party rights. Brain-Score does not check User uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. Brain-Score invites each User to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.
- User will only download Uploaded Data that does not contain any personal data (e.g. names, date of birth, postal addresses, patient identification number, biometric or genetic data, etc.).
- User will use Brain-Score with all due care. In particular, User shall not use Brain-Score's servers for any form of excessive automated bulk activity (e.g., spamming), or relay any other form of unsolicited advertising or solicitation through our servers, or attempt to disrupt or tamper with our servers in ways that could harm Brain-Score, to place undue burden on our servers through automated means, or by uploading content containing malware. Brain-Score administrators reserve the right to suspend or terminate the use of Brain-Score by a User at any time without notice if there is determined to be any abuse in the use of Brain-Score.
- User is responsible to ensure the backup of the Uploaded Data, if required.

6. Security

User is responsible for keeping its account secure. In particular each User shall not disclose to others its account identification and password and shall protect that information from access by others.

If a third party obtains access to the account, the concerned User must inform Brain-Score via community channels immediately: <https://www.brain-score.org/community>.

Brain-Score takes care to protect all your data in a way that is appropriate to the risks and take adequate security measures to protect your data and your personal data from unauthorized access.

7. Free

The access to Brain-Score is currently delivered on a free basis.

8. Data protection

Brain-Score protects the User's personal data in accordance with the EPFL Data Protection Policy, which can be consulted on the EPFL's website: <https://www.epfl.ch/about/presidency/presidents-team/legal-affairs/epfl-privacy-policy/>. This policy forms an integral part of these GTC.

The User also undertakes not to transmit its sensitive personal data (health data for example) that would not be useful for Brain-Score.

9. Intellectual property

Unless otherwise stipulated, Brain-Score administrators own the rights to the Brain-Score and to all content used on it, such as trademarks, names, titles, logos, images, designs, texts, digital downloads and other elements. Consultation, downloading or copying of website pages (or parts thereof) does not confer any right of use, intellectual property rights, etc., to any third party.

Each User remains the owner of its Uploaded Data and of Intellectual Property Rights developed in Brain-Score. However, if a User decides to render publicly available its Uploaded Data or Intellectual Property Rights, this User hereby grants other Users a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to use, reproduce and share the Uploaded Data or Intellectual Property Rights for any purpose. If a User shares publicly the Uploaded Data or Intellectual Property Rights (including in modified form), it must identify the creator/provider of the Uploaded Data or Intellectual Property Rights and it must indicate if those have been modified.

10. Limited liability

Except in the case of gross negligence, Brain-Score excludes all liability to the User or its auxiliaries for all damage suffered as a result of a cyber-attack or as part of the User's experience of the Brain-Score, or in the event of defective anonymization of the Uploaded Data.

In particular, User assumes full responsibility and risk of loss resulting from the downloading and/or use of files, information, content or other material obtained from Brain-Score.

11. No warranty

Brain-Score is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, accuracy, correctness and non-infringement.

The Brain-Score community does not warrant that Brain-Score will meet the User's requirements; that Brain-Score will be uninterrupted, timely, secure, or error-free; that the information provided through Brain-score is accurate, reliable or correct; that any defects or errors will be corrected; that Brain-Score will be available at any particular time or location; or that Brain-Score is free of viruses or other harmful components.

12. Links to other websites

Brain-Score may contain links to third-party web sites or services that are not owned or controlled by the Brain-Score community. The Brain-Score community has no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party web sites or services. User further acknowledges and agrees that the Brain-Score community shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. Brain-Score strongly advises each User to read the terms and conditions and privacy policies of any visited third-party web sites or services.

13. Change of the GTC

Brain-Score reserves the right, at its sole discretion, to modify or replace these GTC at any time without prior notice. By continuing to access or use Brain-Score after those revisions become effective, User agrees to be bound by the revised terms. In case of disagreement to the new terms, the User has to stop its use of Brain-Score and to ask for the deletion of its account.

14. Contact

In case of question about these GTC, each User can contact the Brain-Score community: <https://www.brain-score.org/community> (please include "Terms of Use" in the subject).