

SKSIS Terms of Service

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1. General information

SKSIS (“**SKSIS**”, “**we**”, “**us**”, or “**our**”) provides the services made available at <http://sksoilweb.usask.ca> and all other websites operated by SKSIS and all associated applications, including mobile applications (“**Service**”).

SKSIS’s mission is to connect the world of science and make research open to all. Any natural or legal person who, as a recipient of the Service, accesses or uses the Service for any purpose is a User (“**User**”, “**you**”). Our registered Users (“**Members**”) share their professional identities and credentials, display their academic publications, engage and collaborate with their networks, exchange knowledge and professional insights, post and view relevant content, and discover business and career opportunities. Some content is also visible to unregistered and logged-out Users (“**Visitors**”).

2. Conclusion of agreement

These Terms, which include the documents referenced above, constitute a legally binding agreement between SKSIS and any of its Members. A Visitor may be asked to accept these Terms in order to use a certain limited number of features on the Service, such as requesting a full-text or other content made available on the Service, or applying for a job. The Terms become binding once we

accept your offer to enter into a binding agreement with us, e.g., once you have submitted the registration process and we have sent confirmation that you have successfully registered for the Service. In some jurisdictions, you may be bound to these Terms if you repeatedly access the Service against our instructions.

3. Scope of the Service

The Service provides you with the ability to add, create, upload, submit, distribute, or post (“**submit**”, “**submitting**”, or “**submission**”) content, articles, data, text, photographs, images, illustrations, or other information on or to the Service (collectively, the “**Member Submissions**”). By way of example, and not as a limitation, Member Submissions may be submitted when you request the Service to (i) identify, resolve, copy, or import content stored on your or a third party’s computer system, (ii) synchronize content such that the Service stores or “mirrors” content stored on your or a third party’s computer system by storing such content on equipment owned or operated by SKSIS, (iii) save or store your comments, edits, or annotations to content accessible through the Service, or (iv) share with another person any content stored on your or a third party’s computer system.

The Service consists largely of information uploaded by and/or stored upon the request of Members. We do not preview or review or filter such information, neither manually nor automatically. Therefore, we do not and cannot have current knowledge of possible infringements, inappropriate content, or violations of law caused by information that is uploaded by and/or stored upon the request of Members. We are not liable for such information (Digital Millennium Copyright Act, 17 U.S.C. section 512; Article 14 of Directive 2000/31/EC). We will, upon obtaining knowledge about or becoming aware of such infringements, act expeditiously to remove or disable access to such information. See our [Intellectual Property Policy](#) for more information on how to report content.

When using the Service, you may be presented with commercial content.

SKSIS shall not be a contracting party to any agreements entered into by Users with other Users or with any third party via the Service. Users are solely responsible for the execution and/or fulfillment of agreements they enter into. SKSIS shall not be held liable for breaches of duty in relation to such agreements.

4. User Obligations

SKSIS strives to connect the world of science. It is essential for the credibility of the world of science and for the reputation of researchers that researchers identify themselves using their real names and their affiliation. You must therefore provide only true and non-misleading statements and your real name; you may not use pseudonyms or pen names. You may not accept, adopt, or post content that falsely or misleadingly implies an incorrect identity, inaccurate biographical facts, or misleading information about your qualifications, work experience, or achievements.

You warrant and represent that all Personal Information you provide is accurate and complete. You are obliged to update such data when it changes. If you choose to use a profile photo, you must use a photo where you can be clearly identified; images of other people, animals, text, and logos are not permitted. This again is essential for the credibility of the researchers using the Service and is in the best interest of the world of science.

You are responsible to ensure that the use or other exploitation of any Member Submissions by you as contemplated by these Terms does not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, patent, copyrights, contract rights, or any other intellectual property or proprietary rights. Except in the case of Member Submissions containing content exclusively in the public domain, you represent and warrant, and can demonstrate to our full satisfaction upon request that (i) you own or otherwise control any and all rights or licenses required in order to submit or share all content in your Member Submissions and you consent to the use of such content as contemplated by these Terms, and (ii) you have full authority to act on behalf of any and all owners of any right, title, or interest in and to any content in your Member Submissions to use such content as contemplated by these Terms.

You understand that all information publicly posted or privately transmitted through the Service is the sole responsibility of the person by whom such content was submitted. We will not be liable for any errors or omissions in any content. When necessary and/or appropriate, as when another User reports inappropriate content to us, we may delete, modify, or reformat any materials, content, or information submitted by you. We do not endorse and have no control over any content submitted to the Service. We cannot guarantee the authenticity of any Member Submission. You acknowledge that all content accessed by you in connection with your use of the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting from your access to or your inability to access such content.

If you have chosen to make your information publicly available, you understand that Member Submissions may be shared with third parties in connection with your use of the Service, and that we cannot and do not control any such third parties. For further information, please refer to our [Privacy Policy](#).

Much of the content you post is available to be viewed or downloaded by Visitors. You may change the visibility of some content by going to your [Privacy Settings](#) when you are logged in.

The Service is available only to individuals who are at least 18 years old. If you are under 18, you may not use or attempt to register for the Service.

You are obliged to keep your password to access the Service secret. SKSIS will not disclose your password to any third party, shall only use it during the login process, and shall not ask for your password at any time other than during the login process. For security reasons and to prevent misuse, we recommend that you change your password at regular intervals. You are solely responsible for anything that happens through your account, unless you close it or report misuse. You must not publish, share, sell, or make available information that is provided within the Service with any third party outside the Service, unless such a distribution or disclosure is intended within the scope of and in accordance with the Service. Information made available within the Service is not to be monetized.

You must not store, process, or use any other User's Personal Information for any other purpose than the natural purpose of such data being published within the Service by the respective User.

In connection with using or accessing the Service, you shall not:

- Post false, inaccurate, dishonest, misleading, deceptive, defamatory, or libelous content, regardless of the person or entity to whom it is directed;
- Use the Service to annoy, harass, abuse, insult, personally attack, or send other unwelcome communications to others (including to SKSIS), including but not limited to junk mail, offers to buy or sell, spam, chain letters, phishing schemes, and excessive messages (cf. Section 7 of the German Unfair Competition Act – UWG);
- Post Personal Information about another person (e.g. an email address or phone number), confidential or proprietary information, or any information you do not have a right to publish;
- Post content which constitutes hate speech, including, but not limited to, that which attacks people based on their race, ethnicity, national origin, political or religious affiliation, sexual orientation, sex, gender, gender identity, age, or serious disabilities or diseases;
- Post or promote any pornographic, intimidating, abusive, shocking, immoral, sexually inappropriate, or violence-glorifying materials or any content that violates any applicable legislation for the protection of minors or communicates in any sexually explicit or suggestive way;
- Transfer your SKSIS account to another party without our consent, or operate an account under a false name or identity;

- Distribute or promote advertising or commercial promotional content, or send unsolicited advertising, job offers, or business proposals;
- Commercialize any SKSIS application or any information or software associated with such application, except with the prior express permission of SKSIS in writing;
- Post requests for unauthorized copyrighted material (e.g. software, books, publications) or “pirated” or “cracked” versions of software;
- Post content whose primary purpose is to drive Users to links outside of SKSIS;
- Act dishonestly or unprofessionally, including by posting broad, vague, or non-scientific content, or by misusing the Service and its features;
- Intentionally infect others with viruses, worms, or other software that can destroy, interrupt, or collect their data or computer devices;
- Post excessively within a short timeframe, interfere with the working of our Service, or impose an unreasonable or disproportionately large load on our infrastructure;
- Impose an unreasonable or disproportionately large administrative burden on SKSIS;
- Use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Service for any purpose, except with the prior express permission of SKSIS in writing;
- Employ any mechanisms, software, or scripts when using the Service;
- Block, overwrite, modify, or copy any contents of the Service, unless said actions are necessary for the proper use of SKSIS; or
- Encourage or enable any other individual to do any of the foregoing.

5. Export control laws

We do not represent that the materials in the Service are appropriate or available for use in any particular location. Those who choose to access or use the Service do so on their own initiative and are responsible for compliance with all applicable local laws, including, if you are in the United States, any applicable export control or foreign assets control regulations.

6. Copyright and other intellectual property rights

The software running the Service, the site design and content, the logos and other graphics, articles and other texts, as well as the database are protected by copyright, trademark, and other intellectual property laws in multiple jurisdictions. For information about protecting Intellectual Property on the Service, please see our [Intellectual Property Policy](#).

7. Unsolicited ideas

Any idea, information, or feedback you submit to us without our specific request is subject to our [Unsolicited Ideas Policy](#).

8. Changes to the Service

We reserve the right to modify the Service or to offer services different from those offered at the time of the User’s registration at any time, in particular under, but not limited to, the following circumstances:

- a. We introduce new features that enhance the Service;
- b. To the extent we are required in order to comply with applicable law, including in the event of a change in such laws;

- c. To the extent we are required to do so because of a legal order or decision by a government authority;
- d. To the extent the respective modifications are required to mitigate any potential security vulnerabilities;
- e. If the modification is only beneficial to the Member; or
- f. If the modification is of a purely technical or process-related nature without any material impact on the Member.

Modifications that only have a minor impact on the functionality of the Service are not considered changes to the Service as described in this section. This applies in particular to changes of a purely graphical nature and to a change of layout and/or placement of features.

9. Changes to these Terms

We reserve the right to modify these Terms at any time. We will provide notice regarding any modifications by sending an email and/or posting an online notice on the Service, and asking Members to accept the new terms. Unless stated otherwise, new terms shall be effective thirty days from the date of such notice. Members who have not yet accepted the new terms before the effective date will be told that if they continue to use the Service thereafter they will be deemed to have accepted the new terms. In our notices, we will inform you of the main changes to these Terms, your right to object and the importance of the deadline to object. You are obliged to check your account regularly for a notice about changes to these Terms. If you do not agree with the new terms, you may terminate your agreement with SKSIS at any time by disabling your account (see below section 10).

The following circumstances may in particular give rise to a modification of these Terms:

- a. If the modification is only beneficial to the Member;
- b. If the modification is of a purely technical or process-related nature without any material impact on the Member;
- c. To the extent we are obliged to do so to ensure that the Terms comply with applicable law, particularly in the event of a change to said laws;
- d. To the extent we are obliged to do so because of a judgment or decision by the authorities; or
- e. To the extent we introduce supplementary, completely new services, or service components requiring a service description in the Terms, unless this has a detrimental impact on the use relationship to date.

10. Term, Termination

You may terminate the contractual relationship at any time without cause by simply disabling or deleting your account.

SKSIS is entitled to immediate extraordinary termination for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unacceptable for the terminating party to continue the agreement until the end of the termination period, taking into account all circumstances of the individual case and weighing up the interests of both parties. A good cause for SKSIS includes, but is not limited to, any of the following events:

- a. The Member fails to comply with any applicable legal provisions;
- b. The Member breaches a contractual obligation of these Terms (including, but not limited to, User Obligations as set out in section 4 above or provisions of the [Intellectual Property Policy](#));

- c. The reputation of the Service is potentially substantially impaired by the online presence of the Member;
- d. The Member promotes any communities or associations, or any of their methods or activities, which are under surveillance by authorities responsible for public safety or the protection of minors;
- e. The Member causes harm or poses a risk to any other User(s); or
- f. The Member exposes SKSIS to potential risk or legal liability.

In the event of a good cause and notwithstanding our right to terminate, we are entitled to:

- a. Delete or modify Member Submissions;
- b. Issue a warning to the Member;
- c. Suspend, disable, restrict, or block the Member's access to the Service;
- d. Take technical and/or legal steps to prevent the Member from using our Service.

If the Member relinquishes or loses the right to use the Service, the following shall survive termination:

- a. The ability of other Members and Visitors to use and share any content and information shared by the Member through the Service in accordance with the Terms and applicable laws, when appropriate;
- b. The Member's ability to access the Service as a Visitor;
- c. Sections 3, 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of these Terms.

11. Liability

SKSIS will be liable without limitation for damages resulting from injury to life, limb, or health which occur due to a breach of duty by SKSIS or one of its legal representatives or vicarious agents.

SKSIS shall also be liable without limitation for damages owing to a lack of a characteristic warranted by SKSIS or due to malicious conduct by SKSIS. In addition, SKSIS shall be liable without limitation for damages due to intent or gross negligence by SKSIS or one of its legal representatives or vicarious agents.

Liability pursuant to the German Product Liability Act shall remain unaffected.

Apart from the cases set out above, SKSIS's liability shall be limited to typical foreseeable contractual damages in the event of a breach of any of its cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the contracting parties can usually rely. Any other liability on the part of SKSIS is excluded.

12. Indemnity

You will indemnify and hold SKSIS (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms, your improper use of the Service, or your breach of any law or your violation of the rights of a third party.

13. Applicable law

Except as provided below in Section 17 with respect to U.S. Users, these Terms shall be governed by the laws of the Federal Republic of Germany, except for its conflicts of laws principles and the CISG (United Nations Convention on the International Sale of Goods).

If the User is a consumer in the sense of Article 6 of EU Regulation 593/2008 and has their habitual residence outside of Germany, provisions which, in the absence of choice, would have been applicable and which cannot, by virtue of law, be derogated from by agreement, shall remain unaffected.

14. International jurisdiction / Venue for legal disputes / Consumer dispute resolution

Except as provided below in Section 17 with respect to U.S. Users, the courts of the Federal Republic of Germany shall have sole jurisdiction over any disputes arising out of or in connection with these Terms. This does not apply if the User is a consumer in the sense of Article 17 of EU Regulation No. 1215/2012 and is residing in a Member State of the EU; in this case the international jurisdiction is governed by Article 18 of EU Regulation No. 1215/2012.

If the User (i) is a merchant, a legal person under public law, or special funds under public law, and is either a resident of Germany or resides outside of the European Union (EU), or (ii) is resident of another Member State of the EU and is not a consumer in the sense of Article 17 of EU Regulation No. 1215/2012, or (iii) has its residence outside of the EU, the courts of Berlin, Germany, shall have sole jurisdiction over any disputes arising out of or in connection with these Terms.

Statutory provisions regarding exclusive jurisdiction shall remain unaffected.

The EU Commission provides an Online Dispute Resolution (ODR) platform for the out-of-court resolution of disputes concerning contractual obligations with consumers (as defined in Article 4 of EU Directive No 11/2013). You can find the link to this platform here: <http://ec.europa.eu/consumers/odr/>. We do not participate in such ODR.

We do not use alternative dispute resolution (ADR) procedures to resolve disputes with consumers.

15. Miscellaneous

We are permitted to transfer rights and duties to third parties, in whole or in part. Section 10 applies. If SKSIS does not act to enforce a breach of these Terms, that does not mean SKSIS has waived its rights to enforce these Terms.

If any provision or portion of these Terms is held to be or becomes invalid, illegal, unenforceable, or in conflict with the law of any applicable jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

These Terms are only available and binding in their English-language version.

Additional Terms of Service for United States residents only (“Additional U.S. Terms”)

The following Additional U.S. Terms apply only to United States residents and apply in addition to the Terms set out above. To the extent they are inconsistent with any previous Terms, the following Terms shall prevail.

16. No warranty and release

The Service is provided "as is" and we disclaim any and all representations and warranties, whether express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for any particular purpose, or non-infringement. We do not promise any specific results, effects, or outcome from the use of the Service.

We do not represent or warrant that the Service and the data and information provided are accurate, up-to-date, complete, or reliable. We are not responsible or liable for any damage, disadvantage, or loss of profit, whether material or immaterial, that is caused by the usage or non-usage of the Service. This does not apply to damages, disadvantages, and loss of profit that are caused by us intentionally or recklessly. Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you. However, if you are a resident of the State of New Jersey, these limitations and exclusions do apply to you.

If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

17. Agreement to arbitrate, class action waiver and release

This section only applies to Users in the United States.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim arising out of or relating in any way to your use of the Service or these Terms, and the formation, validity, enforceability, scope, or applicability of these Terms, including this Section 17 (referred to as a “**Claim**”) will be resolved as follows:

Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in the “Exceptions” section below) for at least 30 days after one of us notifies the other of a Claim in writing. Notice of the Claim will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy and the relief requested. You will send your notice by email to copyright@SKSIS.net AND to this address: SKSIS GmbH, Invalidenstrasse 115, 10115 Berlin, Germany. We will send your notice by email to the email address associated with your account. Notwithstanding the foregoing, the notice and 30-day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Service.

Formal Resolution. Except as provided in the “Exceptions” section below, if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the “**JAMS Rules**”) and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state’s law.

(a) **Personal Users.** If you are a User who uses the Service solely for your own personal, non-commercial use, and not in a professional capacity and you decide to initiate arbitration on your own behalf as a living person (“**Personal User**”), we agree to reimburse your arbitration initiation fee, and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney’s fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

1. Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: **JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868 (1-800-352-5267).**

3. Send one copy of the Demand for Arbitration to us at: SKSIS GmbH, Invalidenstrasse 115, 10115 Berlin, Germany.

(b) **Professional Users.** If you are a User who uses the Service in a professional capacity in connection with an educational institution or legal entity ("**Professional User**") and you decide to initiate arbitration associated with your professional use of the Service, you will be required to pay the arbitration initiation fee as well as any additional deposit required by JAMS to initiate your arbitration. You also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held in San Francisco, California, unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

1. Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: **JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868 (1-800-352-5267).**
3. Send one copy of the Demand for Arbitration to us at SKSIS GmbH, Invalidenstrasse 115, 10115 Berlin, Germany.

Special Rules. In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. **Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity.** Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of Section 17 that it finds to be unenforceable, except for the prohibition on class, representative, and private attorney general arbitration.

Exceptions. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Service, including disputes involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, or the Digital Millennium Copyright Act, 17 U.S.C. § 1201, or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service, shall not be subject to arbitration as set out in this Section 17 and may be decided only by a court of competent jurisdiction. Moreover, you may choose to pursue your claim in small claims court where jurisdiction and venue over SKSIS and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

Personal User right to opt out. If you are a Personal User, you have the right to opt out and not be bound by the binding arbitration requirement by sending written notice of your decision to opt out to the email address copyright@SKSIS.net. The notice must be sent within 30 days of the effective date of these Terms or your first use of the Service, whichever is later. If you opt out of the binding arbitration requirement, we also will not be bound by the requirement. Professional Users may not opt out of the binding arbitration requirements.

Changes to this section. We will provide 30 days' notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day.