

# MASH - Terms of Service

September 6th, 2011

## 1. Definitions

The following definitions apply to these Terms of Service:

1.1. Contribution includes but is not limited to any "Text", "Source Code", "software", "Graphics", "designs", "files", "methodologies", "processes", "databases", "products", "modifications", or any other type of work, information or creation posted and/or made available on the MASH platform/website by any or all Contributors.

1.2. Contributor means a person or entity that made at least one Contribution on the MASH project platform/website.

1.3. GNU GPL means the GNU General Public License version 2, as published by the Free Software Foundation Inc (<http://www.gnu.org/licenses/gpl.html>).

1.4. Graphics includes all images, logos, icons, buttons, and any other graphical elements on the MASH platform/website with the exception of paid advertising banners.

1.5. MASH Website Material includes any form of content available on the MASH platform/website except Contribution.

1.6. MASH Services includes the MASH platform, website, software, products and services contained on the Mash platform/website, including MASH Website Material.

1.7. Pop-up means the message that will appear on your computer screen when you upload/submit a Contribution on the MASH platform/website.

1.8. Profile Information includes any personal information on the MASH platform/website that is uploaded or posted by User or Contributor of the MASH platform/website (including but not limited to name, contact information, images and any postings).

1.9. Source Code means all the software's instructions and program lines to which access is required so as to modify the software.

1.10. Text includes all and any text on every page of the MASH platform/website, including forums (whether instructional, navigational or editorial).

1.11. User means any individual or entity that uses any aspect of the MASH Services.

## 2. Relationship with IDIAP

2.1. The MASH project is a three-year European research project led by THE FOUNDATION OF IDIAP RESEARCH INSTITUTE (hereinafter referred to as: "IDIAP") which aims at developing a platform for the design of complex learning software. Contributors share open-source implementations of algorithms under the following Terms

of Service.

2.2. The use of the MASH Services is governed by these Terms of Service.

2.3. These Terms of Service are a legally binding agreement between IDIAP and yourself as an individual (hereinafter: "you"). "IDIAP" refers to THE FOUNDATION OF IDIAP RESEARCH INSTITUTE,

Centre du Parc, Rue Marconi 19, PO Box 592, CH - 1920 Martigny, Switzerland.

THESE TERMS OF SERVICE CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND IDIAP, AND IS ACCEPTED BY YOU UPON YOUR USE OF THE MASH PLATFORM/WEBSITE.

2.4. Your use of the MASH Services will be governed by these Terms of Service and all applicable laws, including all legal notices related to the MASH project components.

2.5. IDIAP may revise these Terms of Service at any time by updating this document, and you should visit this page periodically to review the Terms of Service, because they are binding on you.

2.6. These Terms of Service are effective as of July 25th, 2011.

### **3. Acceptation of the Terms of Service and personal information**

3.1. Please read carefully and make sure that you understand these Terms of Service before you subscribe to the MASH Services. Click on "I agree" if you have no objection to raise with regard to these Terms of Service.

3.2. You cannot use the MASH Services if you do not agree with these Terms of Service. You shall register on the MASH platform/website before being able to submit/upload any material and to access the MASH platform/website and download any material.

3.3. By agreeing with these Terms of Service and/or actually using the MASH Services, you agree with these Terms of Service and to use MASH platform/website accordingly and at your own risk.

3.4. You can agree with these Terms of Service either by:

(a) Clicking on the "I agree" button when this option is proposed to you;

(b) Actually using the MASH Services.

3.5. By using the MASH Services or accepting these Terms of Service, you represent and warrant to IDIAP that you have the right, authority and capacity to agree to and abide by these Terms of Service.

3.6. If you have not reached the age of majority in your jurisdiction or in Switzerland, whichever is older, you confirm that you have your parent's or legal guardian's consent to use this service and that they have read and agreed to this agreement.

3.7. You represent and warrant that you used your real name and information to open your

MASH account. You shall not provide any false personal information or create an account for anyone other than yourself without permission. You should keep your contact information accurate and up-to-date. You shall not transfer your account to anyone without first getting our written permission.

#### **4. Ownership and Proprietary Notices**

© 2011 IDIAP. All Rights Reserved.

4.1. Except otherwise indicated, the MASH platform/website, including all MASH Website Material is the sole property of IDIAP. The MASH website ([mash-project.eu](http://mash-project.eu)) is only a platform made available to Contributors and Users. IDIAP does not endorse any responsibility for the Contribution posted on the MASH platform/website by you or third parties or for any action of Contributors.

4.2. All trademarks and/or service marks used on the MASH platform/website are the trademarks and/or service marks of their respective owners and IDIAP shall endorse no responsibility in this respect.

4.3. You acknowledge that you do not acquire or seek to acquire any ownership rights on the MASH Website Material by accessing to and using the MASH platform/website.

#### **5 MASH platform/website and MASH Website Material**

##### **5.1. Authorized uses**

5.1..1 The MASH platform/website and MASH Website Material is protected by IDIAP's intellectual property rights under Swiss laws. All know-how, methodologies, processes, algorithms, designs, logos, text, names, modules, computer programs, Source Codes, databases materials, products, buttons, modifications and enhancements or any type of content created, developed and/or used by IDIAP or on behalf of IDIAP shall remain exclusively owned by IDIAP and all right, title, intellectual property rights, including but not limited to patent, trademark, copyright, petty patents, trade secrets and interest therein shall remain vested to IDIAP. Nothing in this Agreement shall be construed as granting to you a title, right or interest in IDIAP's intellectual property with regard to any of the MASH Services. You acknowledge that the MASH Services constitute valuable intellectual property belonging to IDIAP. Unauthorized use of the MASH platform/website and/or MASH Website Material may violate IDIAP's intellectual property rights and other laws and is strictly prohibited.

5.1..2 IDIAP grants to you a non-exclusive, non-transferable, non-assignable, royalty-free, terminable license to access, use and contribute to the MASH website/platform and to use the MASH Services for the purpose of contributing to the MASH project pursuant and subject to full compliance with these Terms of Service and every applicable regulation, including Privacy policy of MASH Services. No portion of the MASH Website Material may be transferred, sold, reprinted or republished in any form unless otherwise indicated by IDIAP.

5.1..3 Your access to the MASH project/website and use of the MASH platform/website

and MASH Website Material is subject to full compliance with the Terms of Service. As a condition to the use of the MASH platform/website, you agree not to use the MASH Services to infringe any intellectual property rights of others in any way. You acknowledge that the access to the MASH platform/website and the use of the MASH Services is provided to you "as is" and "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, reasonable care and skill, non-infringement, accuracy, reliability, completeness, or about results to be obtained from accessing the MASH platform/website.

5.1..4 All uses of the MASH Services must be legal and not infringe any third party's rights. If you disrespect this permitted use of the MASH Services, you agree to defend, indemnify, and hold IDIAP harmless from and against all claims, judgments, suits, controversies, demands, liabilities, costs, and expense (including attorneys fees), arising out of or related to any claims related to third party's rights. You shall indemnify IDIAP in full for any loss, cost or damages suffered by it as a result of your use or misuse of the MASH Services.

5.1..5 You represent, warrant and agree not to use (or plan, encourage or help others to use) the MASH Services for any purpose or in any manner that is prohibited by these Terms of Service or by all applicable laws statutes, ordinances and regulations. It is your responsibility to ensure that you use of the MASH Services and that the submission of Contribution fully complies with these Terms of Service and all applicable laws.

5.1..6 You shall not modify, reproduce, display, publicly perform, distribute, or otherwise use the MASH Website Material in any way without prior consent of IDIAP. You may not copy or modify the HTML, CSS or JavaScript code or any other code that is used to generate the MASH platform/website and MASH Website Material or the pages that together constitute the MASH platform/website. You may link to the MASH platform/website but you may not alter or attempt to alter the MASH Website Material that must be presented or used in its complete and unmodified form (i.e. the complete and unaltered page containing original HTML, CSS and JavaScript code). Any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the MASH platform/website, or are otherwise misleading, are prohibited.

5.1..7 You shall not use of the MASH Services on any other website or in another environment (including but not limited to any networked computer environment) for any purpose is prohibited, unless expressly permitted by IDIAP.

5.1..8 You shall not, in particular, but not limited to :

- a. Remove, conceal or alter any copyright or other proprietary notice incorporated in the MASH platform/website;
- b. Collect or copy, in any manner, any of the MASH Website Material. Any defamatory publishing regarding IDIAP, the MASH Project on any User or Contributor and any use of MASH Website Material anywhere else (for instance external websites, publications) is also strongly prohibited.
- c. Use or permit the use of the MASH platform/website in breach of these Terms of

Service.

d. Use, combine, duplicate, store, sell, license, distribute, publish or otherwise use or permit the use of all or any portion of the data transmitted by IDIAP or accessible through the MASH platform/website, except to the extent necessary to perform these Terms of Service;

e. Modify the visual environment (including without limitation; format, size, colors, logos, designs, texts, arrows, hyperlinks) of the Code, data and/or web pages, if any, transmitted to you as a result of your connection to the MASH platform/website;

f. Use robots or spiders or other automated devices or manual process to monitor or gather any data from the MASH platform/website or its users;

g. Post or upload any false, offensive, derogatory, defamatory, obscene, threatening, abusive, hateful, misleading, deceptive or unlawful information;

h. Post, upload, or commit into code repository or issue tracking, or anywhere on the MASH platform/website, any software or code containing any malicious or disruptive code (including but not limited backdoors, malware, spyware, adware, viruses, Trojans, etc.) or use any form of hacking instrument in relation to or through the MASH platform/website;

i. Post, upload, or commit into code repository or issue tracking, or anywhere on the MASH platform/website, any materials that are not work of your own or that violate any licensees, international laws, trademark and copyright laws, privacy laws and any other rules or laws;

j. Post, upload, or commit into anything that infringes the privacy of others or violating any applicable law, statute, ordinance, regulation or Companies policies;

k. Post, upload, or commit into material that is off-topic, sexually explicit image or statement, advertisements or solicitations of business, chain letters or pyramid schemes and/or material linking directly or indirectly or describing goods or services which are prohibited hereunder or linking directly or indirectly to another internet platform/websites similar or in competition with the MASH project;

l. Impersonate another person; post material that contains viruses, or any variation of what are commonly called viruses, designed or intended to damage or interfere with the normal operation of the site, the software, or the MASH Website Material, or on the systems of other Users of the MASH platform/website;

m. Send unsolicited or irrelevant mail, e-mail, and faxes, or making unsolicited or irrelevant phone calls to Contributors or Users;

n. Delete any material or material posted by any other person or entity;

o. Attempt or use of any tactics, methods or techniques to affect the MASH platform/website's search results;

p. Pose as another registered Users or Contributor by falsifying information or using

another User or Community member's identity or login information.

q. Use any means whatsoever to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the site, or taking any action which imposes an unreasonable or disproportionately large load on our Site's infrastructure.

r. Disclose to or sharing any membership password with anybody, or using the password for any unauthorized purpose;

s. Notwithstanding anything to the contrary contained herein, using or attempting to use any device or software (including but not limited to scripts, browsers, spiders, robots, avatars or intelligent agents) to automatically search, 'crawl', index, parse, or navigate the site, other than IDIAP's own inbuilt search engine using recognized browsers than IDIAP specifically forbid any use of software or hardware designed to automatically collect and extract information from the MASH platform/website;

t. Frame, parse, or link to any part of the MASH Website Material or information available on the MASH platform/website for the purposes of masking or altering the MASH Website Material, or displaying partial material, not as presented on the MASH platform/website;

u. Take any action or use the MASH project platform/website in any way that might bring IDIAP into disrepute, affect the ability of IDIAP to provide free access to the MASH platform/website, exploit it in any way, make it appear illegal, or encourage illegal activities ;

v. Use the MASH Services in any manner that might be libelous or defamatory, that contains threats or incites violence towards individuals or entities, or that violates the privacy or publicity rights of any third party;

w. Store data on IDIAP's servers or those of IDIAP's suppliers. You should ensure that this data is not in breach of any applicable law and does not breach any individual's data protection or privacy rights.

x. Use the MASH platform/website or MASH Website Material in any way for any private, public or commercial purpose, in connection with products or services that are not those of IDIAP, in any other manner that is likely to cause confusion, that disparages or discredits IDIAP, dilutes the strength of property of IDIAP, or that otherwise infringes intellectual property rights of IDIAP.

The above list is not exhaustive. All unlawful and unethical activities in relation to the MASH platform/website and the MASH Website Material are prohibited.

5.1.9 IDIAP reserves the right, without prior notice, to take any measure it deems appropriate to protect the integrity and performance of the MASH platform/website, the MASH Website Material, computer systems, servers and networks, in particular but not limited to a suspension or a termination of data transmission, access to, or making available of, the MASH platform/website. In case of breach of the obligations set forth in this section, IDIAP shall be entitled, without further notice and without prejudice to other remedies, to immediately reduce or suspend the access to the MASH platform/website

and take technical and legal steps to keep you off the MASH platform/website if IDIAP thinks that you are creating problems, possible legal liabilities, or acting inconsistently with the letter and spirit of IDIAP's policies. IDIAP reserves the right, at discretion and without notice or liability for loss of use, to terminate at any time the account of, and block access to the MASH platform/website for any Users who infringe the copyrights, or other intellectual property rights, of others. All claims for damages are reserved.

5.1..10 You acknowledge that IDIAP may have to temporary block or limit access to the MASH platform/website, or availability of, part of all of the MASH Services for technical maintenance, repair, or support. IDIAP shall use commercially reasonable efforts to minimize the impact of such temporary limitation to the MASH platform/website and to inform you prior to the scheduled maintenance windows.

5.1..11 IDIAP reserves the right to limit the amount of data and set download quotas (including resume downloads) that may be accessed by you in any given time period. These quotas may be amended in IDIAP's sole discretion at any time.

5.1..12 IDIAP aims at continually improving the MASH Website Material and the MASH platform/website and, as a result, will make changes and improvement of the MASH platform/website and MASH Website Material from time to time. New features may be continually added, but IDIAP may also modify or discontinue (temporarily or permanently) a MASH-related service, in part or in whole.

5.1..13 In the event of a breach of your obligations under this paragraph or any other paragraph in these Terms of Service, you will receive an e-mail from IDIAP urging you to communicate your private address and all relevant information to IDIAP. By agreeing to these Terms of Service, you agree to communicate to IDIAP within 5 days an accurate private address and other relevant information to IDIAP in the event of breach of your obligations.

## 5.2.. Security Rules

5.2..1 You must not, directly or indirectly, violate or attempt to violate the security of the MASH platform/ website.

5.2..2 Such activity includes, but is not limited to:

- a. Accessing or attempting to access data not intended for you, logging into a server or account which you are not authorized to access, or attempting to obtain such access by any known or unknown method.
- b. Attempting to probe, scan, decrypt or test the vulnerability of a system or network or to breach security, encryption or authentication measures without proper authorization.
- c. Interfering or attempting to interfere in any way with any User or Contributor or entity using the MASH platform/website, by any means, known and unknown, including but not limited to viruses, spamming, probing, and 'phishing' techniques.
- d. Forging or attempting to forge any TCP/IP packet header or any part of the header information used in any services of the MASH platform/website.

5.2.3 Such violations of security may result in civil or criminal liability to you. IDIAP will investigate actual and potential violations of the site security and may summon and cooperate with law enforcement authorities in prosecuting anyone involved in such violations of our security.

## **6. License related to your Contribution**

6.1. You retain all intellectual property rights in and to the Contribution submitted, posted, uploaded onto the MASH platform/website. All copyright, trademark, service-mark, and other intellectual property rights, titles and interest related to your Contribution posted or uploaded onto the MASH platform/website remain your sole property.

6.2. By uploading the Contribution's source code and subscribing to Pop-up n°1, you grant to IDIAP the right to execute, compile and link it with other binary files, and run the resulting executable until you delete it from IDIAP's servers. You also grant to IDIAP an unlimited license to use the experimental results obtained by running the Contribution (error rate and performance measures).

6.3. Should you decide to publish your Contribution on the MASH platform/website, you may keep the Source Code of your Contribution secret for up to four (4) weeks (hereinafter: "the Secrecy Period"). For this purpose, you shall fill in the Pop-up n°2 that will appear on your computer screen in order to inform IDIAP of the length of the Secrecy Period (up to four (4) weeks) that you would like to benefit from. After the secrecy Period, you agree to make your Contribution available to IDIAP, Users and Contributors under a GNU GPL v.2 license (Pop-up n°2bis).

6.4. After expiry of the Secrecy Period, by subscribing to the Pop-up n°2bis, you grant a worldwide, royalty-free, perpetual, irrevocable license to IDIAP, as well as to Users and Contributors of the MASH project to execute, compile, link, combine, make available, display, translate or otherwise use and share among Users and Contributors all or part of the Contribution and the related Source Code posted and uploaded by you on the MASH platform/website subject to the conditions of the GNU GPL v. 2.0 license (<http://www.gnu.org/licenses/gpl.html>). Once you have given such license to IDIAP, Users and Contributors to the Source Code of your Contribution, you must be aware that IDIAP will not hold any control nor responsibility over the uploaded Contribution and will not be able to prevent other Contributors and Users from executing, compiling, making available, displaying and linking or using in any way the Source Code of the Contribution posted on the MASH platform.

6.5. IDIAP takes the full commitment to respect your intellectual property rights on the Contribution and not to use the Contribution in any way that contradicts the terms of the GNU GPL v. 2 license (<http://www.gnu.org/licenses/gpl.html>).

## **7. Intellectual Property Rights Infringement**

7.1. IDIAP respects the intellectual property of others, and asks the Users and Contributors to do the same.



7.2. Swiss Copyright and Trademark Law and International Treaties provide relief for copyright and trademark owners who believe that material appearing on the MASH platform/website infringes their rights under Copyright or Trademark law.

7.3. When IDIAP or you make available, submit or upload data on the MASH platform/website, this is done with the prior permission of the intellectual property rights' owner. If that is not possible, because the data carries no intellectual property right or does not identify or suggest a means to contact the intellectual property right's owner, IDIAP may publish the data or provide a link to the data, on the basis that the Internet is an information source, and IDIAP is providing information to a User or Contributor.

7.4. If you believe that your work protected by intellectual property rights has been uploaded, downloaded, posted or copied and is accessible on this MASH platform/website in a way that constitutes an intellectual property right infringement, the alleged infringement shall be notified to IDIAP at the following address (<http://www.idiap.ch/the-institute/contact>) by providing the following information:

- a. The physical or electronic signature of either the intellectual property rights' holder or of a person authorized to act on the owner's behalf;
- b. A description of the work protected by intellectual property right you claim has been infringed, and a description of the activity that you claim to be infringing intellectual property rights;
- c. Identification of the URL or other specific location on the MASH platform/website where the material or activity you claim to be infringing is located or is occurring; sufficient information to allow IDIAP to locate the material or the activity shall be provided for identification to occur;
- d. Name, address, telephone number and e-mail address of the intellectual property rights' holder;
- e. A statement by you that you have a good faith belief that use on the MASH platform/website of the information protected by intellectual property in the manner you are complaining of is not authorized by the intellectual property rights' holder, any agent of the intellectual property rights' owner, or the law; and
- f. A statement by you, made under penalty of perjury, that the information provided in the notice is accurate and that you are either the intellectual property rights' owner or authorized to act on behalf of the intellectual property rights' owner.

7.5. In the event of intellectual property right infringement, IDIAP's liability in such a case will be limited to removal of the material protected by intellectual property law from the MASH platform/website.

7.6. Me Gaspard Couchepin, MCE Avocats, avenue de la gare 56, 1920 Martigny, +41 27 720 48 88, has been designated as IDIAP's agent to receive notices of claims of intellectual property rights infringement on the MASH project platform/website. You can also contact Me Gaspard Couchepin by e-mail at: [g.couchepin@mcelegal.ch](mailto:g.couchepin@mcelegal.ch).

7.7. This notification shall precede any claim or arbitration or trial with regard to material protected by intellectual property law.

## **8. Representations, Warranties and Covenants**

### **8.1. By IDIAP**

8.1..1. IDIAP represents and warrants that it will comply with all the Terms of Service and obligations of this Agreement and comply with the intellectual property rights of Contributors.

8.1..2 IDIAP represents and warrants that it will manage the personal information obtained on the MASH platform/website in accordance with the rules and regulations protecting privacy in force in Switzerland.

8.1..3. IDIAP does not warrant that the functions contained in the MASH platform/website or access to the MASH platform/website will be uninterrupted, error-free or that defects can be corrected, nor make any representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties merchantability, satisfactory quality, fitness for a particular purpose, reasonable care and skill, non-infringement, accuracy, reliability, completeness, or about results to be obtained from using the MASH platform/website and/or MASH Website Material.

### **8.2. By YOU**

8.2..1. You represent and warrant that you will comply with (i) all terms, conditions and obligations of Terms of Service and (ii) all applicable laws regarding the access to the MASH platform/website and/or the use of the MASH platform/website, if any; and

8.2..2. You represent and warrant that you are the sole owner of all intellectual property rights of the information posted and the Contribution uploaded onto the MASH platform/website and that the information you transmit to the MASH platform/website will not infringe upon any intellectual property rights of third parties rights. You agree to defend, indemnify, and hold IDIAP harmless from and against all claims, judgments, suits, controversies, demands, liabilities, costs, and expense (including attorneys fees), arising out of or related to any claim for infringement or allegedly infringement of any intellectual property right of a third party. Any additional damages are reserved.

8.2..3. You represent and warrant the truthfulness, accuracy, or reliability of information, user registration information and material submitted/uploaded by you or other Users on the MASH platform/website and that you are not using the User Registration Information of a third party. You represent and warrant that the information and material you are providing to the MASH platform/website, to IDIAP or to other Users of the platform is correct and accurate.

## **9. Privacy**

### **9.1. Profile Information**

9.1..1 When you register for the MASH platform/website, you will be asked to provide IDIAP with certain information including, without limitation, username and password, name, surname, valid email address, birthdate (hereinafter referred to as "Profile Information").

9.1..2 In addition to the Terms of Service that may be set forth in any privacy policy, you understand and agree that IDIAP will use the Profile Information in conformity with the laws on the protection of data applicable in Switzerland and in relation to the MASH project only. Any disclosure to third party is prohibited without your prior consent.

9.1..3 You may at all time ask IDIAP to delete the Profile Information (<http://www.idiap.ch/the-institute/contact>).

## 9.2. Quality of Information

9.2..1 Each User's or Contributor's Profile Information and information on the MASH platform/website is on an "as is" basis.

9.2..2 IDIAP does not evaluate community members, but rather relies on the honesty of Community members.

9.2..3 IDIAP cannot warrant that a User or a Community member is who he or she claims to be.

9.2..4 IDIAP thus cannot be liable for any misrepresentation of a User or Contributor on the MASH platform/website.

## 9.3. Contributions

9.3..1 You are solely and exclusively responsible for your own Contribution, postings and for the information posted on, uploaded, or transmitted in any way to IDIAP with regard to the MASH project as well as for their consequences on the MASH platform/website.

9.3..2 IDIAP does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by you or other Contributors, nor endorses any opinions expressed by Contributors and Users. You acknowledge that if you rely on Contribution or information posted on the MASH platform/website, you do so at your own risk.

9.3..3 IDIAP acts as a passive connection for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. However, whether notified by a User, or by anybody else, IDIAP reserves the right to take any action it deems necessary or appropriate, in its sole discretion, to protect itself and Users/ Contributors from violation of the law or the terms governing communications and information, including but not limited to removal of communication or expulsion of Users and/or Contributors.

9.3..4 You agree that IDIAP is under no obligation to monitor the Contribution on the MASH platform/website or links to other websites, and you expressly disclaim any responsibility of IDIAP to filter any such Contribution. However, IDIAP may take any action,

including the right to take down Contribution or information or to block access to such Contribution or information at IDIAP's sole discretion, if IDIAP reasonably believes such Contribution or information may expose itself to civil or criminal liability or interfere or impair the relationship with Users or Contributors. You agree to fully indemnify for and hold harmless and indemnify IDIAP against any damages, costs and expenses arising in connection with third party claims which may be considered as a violation of your obligations under this section.

#### 9.4. Registration, Passwords, Security

9.4..1 The use of the MASH platform/website is subject to a registration procedure with setting-up of user account and password.

9.4..2 You expressly acknowledge that IDIAP is entitled to treat any use of the MASH platform/website by you, which has successfully passed the registration procedure, if any, as prompted and managed by you, who shall bear the sole liability of misuse or unauthorized use of your account.

9.4..3 You will be asked to create a password to use this service, and you are responsible for choosing an appropriate password and for keeping it secure. You shall not reveal your password to anyone.

9.4..4 YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR LOGIN INFORMATION AND PASSWORD. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR ALL USES OF THE REGISTRATION AND ANY AND ALL ACTIVITIES CONDUCTED THROUGH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED, AND AGREE TO NOTIFY TO IDIAP IMMEDIATELY OF ANY UNAUTHORIZED USE OF THE REGISTRATION OR PASSWORD BY SENDING AN E-MAIL TO SECURITY THROUGH THE CONTACT FORM ON <http://www.idiap.ch>.

9.4..5 You shall immediately inform IDIAP of any possible breach of confidential information under these Terms of Service.

### **10. Limitation of Liability**

10.1. IDIAP expects you to use caution and common sense when using the MASH platform/website.

10.2. This MASH platform/website is part of the supporting infrastructure for the Contributions submitted and is used by Users and Contributors for collaboration and communication purposes.

10.3. Your use of the MASH platform/website and the MASH Website Material is at your own risk and without promises or liabilities of any kind.

10.4. If a dispute with one or more Users or Contributors arises, you release IDIAP, its officers, agents and employees from claims, demands and damages of any and every kind and nature, arising out of, or in any way connected with such disputes and/or the use of

the MASH platform/website or MASH Website Material.

10.5. If you are resident somewhere that does not permit an organization to exclude such claims, demands and damages, by Statute, Code, or Common Law, then you should leave this MASH platform/website. If you use the MASH platform/website, despite this term, you waive the benefit to you or anybody else of such Statute or Code.

10.6. IDIAP is under no legal obligation to, and generally do not control the Contribution posted on the MASH platform/website by other Users which is made available to you. Contributions posted on the MASH platform/website by Users or Contributors is not IDIAP's responsibility and IDIAP shall not be liable for such Contributions.

10.7. The MASH Website Material may contain inaccuracies or errors or various types. IDIAP makes no representations about the accuracy, reliability, completeness, or timeliness of MASH platform/website or MASH Website Material. The use of the MASH platform/website and MASH Website Material is entirely at your own risk. Changes are periodically made to the MASH platform/website and may be made at any time. You acknowledge and agree that you are solely responsible for what you transmit on, to, or through the MASH platform/website and for MASH Website Material that you download or upload, transfer or acquire in any way from or to the MASH platform/website.

10.8. NEITHER IDIAP NOR ITS AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THE MASH PLATFORM/WEBSITE AND MASH WEBSITE MATERIAL, INCLUDING THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE MASH PLATFORM/WEBSITE AND/OR MASH WEBSITE MATERIAL, OR ANY PRODUCT, SERVICE OR SOFTWARE DOWNLOADED, OBTAINED OR PURCHASED THROUGH THE SITE, AND WHETHER OR NOT THE COMPANY IS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MASH PLATFORM/WEBSITE, THE SOFTWARE AND/OR MASH WEBSITE MATERIAL IS TO STOP USING THE MASH PLATFORM/WEBSITE AND/OR MASH WEBSITE MATERIAL.

## **11. Links to Other Sites**

11.1. The MASH platform/website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by IDIAP of the materials or accuracy of such sites. If you decide to access linked third party websites, you do so at entirely your own risk. At no time shall IDIAP be responsible for material on these third-party websites.

## **12. No Resale or Unauthorized Commercial Use**

12.1. You agree not to resell or assign your rights or obligations under these Terms of

Service, or make any unauthorized use, commercial or otherwise, of the MASH platform/website or MASH Website Material.

### **13. Endorsement**

13.1. Nothing on the MASH platform/website shall be considered as an endorsement, a representation or a warranty with respect to any User, Contributor or third party, whether in regards to the MASH platform/website, products, services, hiring, experience, employment or recruiting practices, or otherwise.

### **14. DISCLAIMER**

14.1. IDIAP shall be liable for damages incurred by you only to the extent that it acts in a grossly negligence manner or in the case of intentional misconduct.

14.2. IDIAP DOES NOT WARRANT THAT THE MASH PLATFORM/WEBSITE AND MASH WEBSITE MATERIAL WILL OPERATE ERROR-FREE OR THAT THE MASH PLATFORM/WEBSITE, MASH WEBSITE MATERIAL, AND THE SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE MASH PLATFORM/WEBSITE OR MASH WEBSITE MATERIAL IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, IDIAP IS NOT RESPONSIBLE FOR THOSE COSTS.

THE MASH PLATFORM/WEBSITE AND MASH WEBSITE MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

IDIAP, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IDIAP MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MASH PLATFORM/WEBSITE, MASH WEBSITE MATERIAL, SERVICES AND LINKS.

14.3. Your connection to the Internet and to the MASH platform/website requires access services from your local Internet Service Provider. Please contact your provider for details if you have any questions regarding your connectivity.

14.4. IDIAP is not responsible for temporary limitations to the MASH platform/website due to technical maintenance, repair or support, or for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware, operating system or browser application through which the MASH project are accessible, nor is IDIAP responsible for problems which result from the access to the MASH platform/website and/or use of the MASH platform/website or conjunction with software of third parties or with hardware which is incompatible with the operating system or the technical specifications provided by the IDIAP.

### **15. Termination**

15.1. These Terms of Service will remain in full force and effect while you are a User or Contributor of the MASH platform/website.

15.2. IDIAP reserves the right in its sole discretion to terminate the use of the MASH website by a User/Contributor at any time in the event of material breach of these Terms of Service or termination of the MASH Services.

15.3. IDIAP reserves the right, at its sole discretion, to pursue all possible legal remedies, including but not limited to termination of your account and your access to the MASH platform/website, if you breach any of these Terms of Service, or if we are unable to authenticate any information that you submit to the MASH platform/website, which IDIAP choose to verify.

15.4. In case of termination, IDIAP reserves the right to freeze, block and ban the accounts of Users who appear to be misusing our system. In the case of what IDIAP deems to be misrepresentation, it reserves the right to close the account with no further recourse due to the User/ Contributor.

15.5. You may at any time cancel your account on the MASH platform/website. This would result in the termination of the present Terms of Service.

15.6. The Contributions posted and uploaded on the MASH platform/website may be used and compiled by Contributors even after cancellation of your account. IDIAP does not represent and warrant that the Material uploaded on the MASH platform/website will not be used in any way by CONTRIBUTORS OR third parties. You authorize Users and Contributors of the MASH project to continue using your Contributions after termination.

## **16. Indemnity**

16.1. You agree to defend, indemnify, and hold harmless IDIAP, its officers, owners, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from any material you provide to the MASH platform/website, any MASH Website Material that you use, or your breach of these Terms of Service.

16.2. IDIAP shall provide notice to you promptly of any such claim, suit, or proceeding and may choose, in its sole discretion to assist you, at your expense, in defending any such claim, suit or proceeding.

## **17. Jurisdiction**

17.1. IDIAP makes no claims that the MASH Website Material may be lawfully viewed or accessed outside of Switzerland.

17.2. Access to the MASH Website Material may not be legal by certain persons or in certain countries, under the laws of that country. If you access the MASH platform/website from outside of Switzerland, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

17.3. These Terms of Service are governed by the internal substantive laws of Switzerland, without respect to its conflict of laws principles.

17.4. Any claims arising under these Terms of Service shall be instructed and judged exclusively by the Courts of Martigny, Valais and/or the Cantonal court of Valais, with appeal to the Swiss Federal court.

17.5. If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

17.6. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of that or any other term.

17.7. Except as expressly provided in additional Terms of Service for areas of the platform/website, these Terms of Service constitute the entire agreement between you and IDIAP with respect to the use of the platform/website. No changes to these Terms of Service shall be made except by a revised posting on this page by IDIAP.

## **18. Modification of the Terms of Service**

18.1. IDIAP may modify unilaterally these Terms of Service. When this happens, IDIAP shall provide you with the new version of the Terms of Service.

18.2. You recognize and agree that any use of the MASH Services after the adoption of the modification of the Terms of Service will be deemed as an acceptance of the modified Terms of Service.

## **19. Additional Terms of Service**

19.1. Certain areas of the MASH platform/website may be subject to additional Terms of Service. By using such areas, or any part thereof, you agree to be bound by the additional Terms of Service applicable to such areas.

## **20. Miscellaneous**

20.1. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. This Agreement is not assignable, transferable or sub-licensable by you except with prior written consent of IDIAP.

20.2. Any heading, caption or section title contained in these Terms of Service is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

END OF TERMS OF SERVICE