OCUL Dataverse Terms for Account Creation

Scholars Portal Dataverse Network Account Terms of Use

Acceptance of Terms

The following terms and conditions govern all use of the Scholars Portal Dataverse website ("[http://dataverse.scholarsportal.info/dvn/]
(the Site) and the services available on or at the Site (taken together, the Service). The Service is operated by the Ontario Council of University Libraries (OCUL). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the Terms of Use) and all other operating rules, policies and procedures that may be published from time to time on this Site by OCUL.

The Service is available only to individuals who are at least 13 years old or possess legal parental or guardian consent. If you do not so qualify, do not attempt to use the Service. OCUL may refuse to offer the Service to any person or entity at any time and may change its eligibility criteria, at any time, in its sole discretion.

Modification of Terms of Use

OCUL reserves the right, at its sole discretion, to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. For purposes of the Terms of Use, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by OCUL or its partners on or through the Service.

By way of example, and not as a limitation, you shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content using any communications service or other service available on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of IQSS or any third party; or

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by OCUL in its sole discretion) an unreasonable or disproportionately large load on OCUL's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (iii) bypass any measures OCUL may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

You shall abide by all applicable local, state, national and international laws and regulations.

Registration

As a condition to using Services, you may be required to register with the Site and select a password and login name. You shall provide IQSS with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Dataverse account. You shall not (i) select or use as a login name a name of another person with the intent to impersonate that person; (ii) use as a login name a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a login name a name that is otherwise offensive, vulgar or obscene. OCUL reserves the right to refuse registration of, or cancel a login name in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password. You shall never use another user's account without such other user's express permission. You will immediately notify OCUL in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

User Submissions

The Service provides you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, "posting") content (including, without limitation, information, data, and images) to the Service ("User Submissions") and to allow other users to do so. The Service provides you with the ability to display, organize, and accept content through creating a Dataverse.

The Services also provides you with the ability to post User Submissions to other Dataverses administered by third parties ("Third-Party Dataverse Administrator"), subject to the permissions and terms of use required by those Third Party Dataverse Administrators. User Submissions posted to third party Dataverses are also subject to curation by ("Curated By") the Third-Party Dataverse Administrator for that dataverse.

An important part of the mission of OCUL is to acquire and preserve research data and provide access to it. OCUL intends to create archival versions of the Content that will facilitate preservation, verification, management, and use, and to permanently archive these versions of the Content at multiple locations. OCUL will use good archival practices, as identified by OCUL and the data management community, to retain and preserve Content deposited into the Site. Notwithstanding, you acknowledge that OCUL and Third-Party Dataverse Administrators will not be liable for any loss of or damage to the User Submissions, either in whole or in part.
Please be aware that OCUL does not review data submissions before they are made available to the public, so we may only accept data that is publicly distributable. BEFORE YOU CONTRIBUTE DATA TO THE ARCHIVE, YOU MUST ENSURE THAT THE DATA MEETS OUR TERMS AND CONDITIONS. If your data does not meet our terms and conditions, OCUL is unable to accept your data. You will be held legally and financially responsible for OCUL’s damages if data you contribute violates these terms and conditions.

By posting User Submissions on or at the Site, or otherwise through the Service, to your Dataverse or other Daverses, or by allowing others to do so, you make the following representations and warranties to OCUL and to the administrator of that Dataverse:

- The User Submissions do not infringe upon the copyrights or other intellectual property rights, including, but not limited to patent, trademark, trade secret, copyright, right of publicity or other right of any other of any third party.
- The User Submissions do not violate any laws, including but not limited to laws related to defamation or obscenity.
- You will promptly notify both OCUL and the administrator of the dataverse curating the User Submissions of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Submissions.
- The User Submissions do not contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of OCUL or any third party.
- You acknowledge that OCUL will not be liable for any loss of or damage to the User Submissions, either in whole or in part.
- If the User Submission is subject to IRB review, the User Submissions were given IRB approval.

The Service gives the Dataverse owner the ability to restrict access to User Submissions to specified user accounts ("Restricted User Submissions"). Third-Party Daverses may also choose to restrict certain User Submissions in accordance with their own terms of use of use. All other User Submissions shall be deemed Unrestricted. By posting Unrestrict User Submissions on or at the Site, or otherwise through the Service, to your Dataverse or other Daverses, or by allowing others to do so, you make the following representations and warranties to OCUL and to the administrator of that Dataverse:

1. The User Submissions do not contain information that could directly or indirectly directly or indirectly, identify subject except where the release of such information has no potential for constituting an unwarranted invasion of privacy and/or breach of confidentiality. And for all personally-identifiable information in the data at least one of the following conditions applies:
   a. This information has been previously released to the public;
   b. This information describes public figures, where the data relates to their public roles or other non-sensitive subjects;
   c. A sufficient length of time has passed since the collection of the information so that the data can be considered "historic";
   d. All identified subjects have given explicit informed consent allowing the public release of the information in the dataset;
   e. All information was collected with an explicit statement concerning the public nature of the data, such as information collected for governmental regulatory purposes;
   f. For federal records (data created by a Canadian federal government agency or under a federal contract) only, all identified subjects are deceased and no federal statute explicitly restricts the release of the data.
2. You give permission and any required licenses to OCUL to make the Content available for archiving, preservation and access, in keeping with OCUL’s mandate. Including, without restriction permission to:
   a. To redisseminate the Data Collection in a variety of distribution formats according the standard terms of use of OCUL DVN
   b. To promote and advertise the Data Collection in any publicity (in any form) for the OCUL DVN
   c. To describe, catalog, validate and document the User Submissions
   d. To store, translate, copy or re-format the Data Collection in any way to ensure its future preservation and accessibility; improve usability and/or protect respondent confidentiality
   e. To incorporate metadata (cataloging information) or documentation in the User Submission into public access catalogues

You shall not provide OCUL with any confidential or proprietary information that you desire or are required to keep secret. You are solely responsible for the User Submissions you post on or through the Service. OCUL does not endorse and has no control over any User Submission.

OCUL has no obligation to monitor the Site, Service, Content, or User Submissions. OCUL may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission), or for no reason at all.

You represent and warrant you are lawfully entitled and have full authority to license OCUL to use the Materials in the ways described in these Terms and Conditions; and you are not under any obligation or restriction created by law, contract or otherwise that would prevent you from entering into and fully performing these Terms and Conditions.

Termination

OCUL may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account, you may notify OCUL at dataverse@scholarsportal.info. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

No Warranties

THE SERVICE (INCLUDING, WITHOUT LIMITATION, THE CONTENT AND USER SUBMISSIONS) IS PROVIDED “AS IS” AND “AS AVAILABLE” AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. OCUL, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE CONTENT OR USER SUBMISSIONS ARE TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE CONTENT OR USER SUBMISSIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

OCUL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE SERVICES OR CONTENT PROVIDED.

Limitation of Liability
IN NO EVENT SHALL OCUL, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE OR ANY CONTENT OR USER SUBMISSIONS (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR USER SUBMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR USER SUBMISSIONS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICE, OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) $10 (U.S.). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

You will indemnify and hold OCUL and Third-Party Dataverse Administrators harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys’ fees and court costs, arising from the i) use or misuse of the Service; (ii) your access to the Site, use of the Services, violation of the Terms of Use by you; or, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

Dispute Resolution

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and OCUL agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Province of Ontario. All disputes under these Terms and Conditions will be resolved in the applicable provincial or federal courts of Ontario. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

Integration and Severability

The Terms of Use are the entire agreement between you and OCUL with respect to the Service and use of this Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and OCUL with respect to this Site (but excluding the use of any software which may be subject to a separate end-user license agreement). If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

Miscellaneous

The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with OCUL’s prior written consent. OCUL may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Copyright and Trademark Notices

You acknowledge that the copyright in any additional data added by OCUL or Third Party Dataverse Administrators to the user materials, and any search software, user guides, documentation and any other intellectual property that is prepared by OCUL or by Third Party Dataverse Administrators to assist users in using the User Submissions will belong to OCUL or the Third Party Dataverse Administrator(s) creating the content (respectively).

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