

## Deliverable D2.3

### Terms of service for the BMZ website and infrastructure

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## Change Log

Version	Date	Author	Description of changes
v0.1	29.02.2024	Joanna Hård	Initial draft
v0.2	02.06.2024	Wei Ouyang	Edits and suggestions
v0.3	04.06.2024	Arrate Muñoz Barrutia, Dorothea Dörr	Edits and suggestions
v0.4	25.06.2024	Joanna Hård	Edits and suggestions
v0.5	15.07.2024	Perttu Tuuppa	Legal review
v0.6	07.08.2024	Wei Ouyang	Approved for submission

## Acronyms and Abbreviations

D	Deliverable
v	Version



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## Executive Summary

The BiImage Model Zoo project is an initiative by the AI4Life consortium aimed at providing an open-access platform for sharing and discovering scientific imaging data and models. The project website, the BiImage Model Zoo website (<https://bioimage.io>), along with its underlying infrastructure, serves as a user-friendly interface for researchers, scientists, and developers to browse, submit, and explore scientific imaging data and AI models. Designed to facilitate easy collaboration and data sharing, the platform aims to accelerate scientific progress and innovation.

This deliverable report outlines the updated Terms of Service ([https://bioimage.io/docs/#/terms\\_of\\_service](https://bioimage.io/docs/#/terms_of_service)) that govern the use of the BiImage Model Zoo website (<https://bioimage.io>) and its underlying infrastructure, including hosted services such as the BioEngine, GitHub repositories, and continuous integration services. The Terms of Service sets out the general terms and conditions for accessing and using the website and services provided by the AI4Life consortium. It also includes detailed guidelines for submitting and sharing data and models, as well as prohibited uses of the site. The terms and conditions will be published on the project website. Users access or use of the project website or services constitute their consent to be bound by the Terms, as stated on the project website.

The report emphasizes the importance of legal compliance, intellectual property protection, and data privacy on the platform. It provides a clear and concise overview of the responsibilities of users and the rights and limitations of the AI4Life consortium in providing the services. Additionally, it highlights the ethical considerations and responsibilities associated with the use of AI, ensuring that users adhere to common practices and relevant laws to mitigate risks associated with AI technologies.

The Terms of Service also make it clear that users may access the services directly or indirectly through third-party software or tools, with or without the user's knowledge. Developers integrating AI4Life services into their tools are required to clearly inform their users and provide appropriate attribution to AI4Life.

Overall, the BiImage Model Zoo website (<https://bioimage.io>) and its underlying infrastructure, along with the updated Terms of Service, provide a unique opportunity for researchers and scientists to collaborate and accelerate scientific discovery in a secure, open-access environment. This deliverable report ensures that the legal framework and guidelines are in place to protect platform users and enable them to collaborate safely and securely without compromising legal or ethical standards.



## Terms of Service

Welcome to Biolmage.IO! Our website, <https://bioimage.io> (the "Site"), is owned and operated by the AI4Life consortium ("AI4Life", website: <https://ai4life.eurobioimaging.eu/>). By accessing or using the Site and related services connected to the Site (collectively, the "Services"), including any underlying infrastructure such as hosted BioEngine, GitHub repositories, and continuous integration services, you ("you" or "User") agree to be legally bound by the following terms and conditions ("Terms of Service" or "Terms").

If you disagree with these Terms, you must not use the Site or Services. Please read these Terms carefully before using the Site or Services.

### 1. General

AI4Life provides the Site and Services to Users who are 18 years of age or older. If you are not 18 years or older, you are not authorised to use the Site or Services.

AI4Life reserves the right to modify these Terms at any time. If changes to these Terms are made, Biolmage.IO will post the amended Terms on the Site. Your continued access or use of the Site or Services after such posting shall constitute your consent to be bound by the Terms, as amended.

### 2. Accessing the Site and Services

Access to the Site and Services, including the Biolmage Model Zoo website, and any underlying services connected to the website, such as the hosted BioEngine instance and deployment toolkit, is permitted on a temporary basis. AI4Life reserves the right to withdraw or amend any service it provides on the Site without notice. AI4Life will not be liable for any reason if the Site or any Service is unavailable at any time or for any period.

From time to time, AI4Life may restrict access to some parts of the Site, the entire Site, or any Services.

Users may access and use the Site and Services directly or indirectly through third-party software or tools that use our website or services, with or without the user's knowledge. This includes regular users, developers, or any other users accessing the services through third-party integrations.

To access certain features of the Site, you may need to login or create a user account. You agree to provide accurate and complete information during the registration process and to update such information as necessary. You are responsible for maintaining the



confidentiality of your account credentials and for all activities that occur under your account.

### 3. All Submissions

By submitting any material or content to the website (hereinafter "User Content"), you represent, warrant, and covenant that:

- You have the legal right and authority to accept these terms of submission and to grant the applicable license.
- You are the owner of the User Content and/or have all the necessary rights, consents, permissions, and licenses which are required for you to submit the User Content and to grant the license in this Clause 3.
- The User Content does not infringe the intellectual property rights of any third party.
- To the extent that the User Content identifies any individual, you have obtained all consents and permission from those individuals which are required for AI4Life to use the User Content as contemplated by the license in this Clause 3.
- The User Content does not include any material that may be illegal, defamatory, obscene, offensive, harmful to the safety of any person, aimed at harassing any person, or otherwise inappropriate to display on the site.
- At our request, you will provide AI4Life with written copies of any consents, permission, and licenses that you are required to obtain in accordance with this Clause 3.

By uploading or posting a submission or any User Content, you grant AI4Life a non-exclusive, worldwide, fully paid up and royalty-free, irrevocable, perpetual, and transferable license to use, copy, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such User Content. By way of exception, User may provide their own preferred license (e.g., Creative Commons or other open license) for submitted resources AI4Life shall have the right to decide on accepting such license at its discretion.

AI4Life reserves the right to remove any submission or User Content at any time, for any reason, and without prior notice.

AI4Life will have the right to disclose your identity to any third party who claims that any material posted or uploaded by you to the site constitutes a violation of their intellectual property rights or their right to privacy.



AI4Life will not be responsible or liable to any third party for the content and accuracy of any materials posted, transmitted, uploaded, or submitted by you or any other user to the site. The User is obliged to hold harmless and indemnify AI4Life for any claim of any third party against them (including legal costs), caused by the User's use of the Site or User Content, including but not limited to infringing intellectual property rights.

User submissions may be made public, stored, submitted to third-party websites (e.g., Zenodo or other publication platforms), and re-distributed on our storage and website, or other partner third-party platforms. AI4Life reserves the right to reject, remove any user-uploaded resources, and make edits to the user-submitted information.

Users are responsible for ensuring that any resources they submit conform to applicable ethics rules. This includes ensuring that AI is used responsibly and ethically, common practices are used to mitigate risks associated with AI, and compliance with any AI act, generative AI act, and relevant laws.

## 4. Prohibited Uses

4.1 You may use the Site only for lawful purposes. In particular, you may not use the Site:

- (a) In any way that breaches any applicable local, national, or international law or regulation.
- (b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm any person in any way.
- (d) To post, transmit, upload, or submit any material or content that does not comply with Clause 4.
- (e) To transmit or procure the sending of any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation ("spam").
- (f) To knowingly transmit any data or to send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware adversely.
- (g) Use of the Site for commercial purposes is subject to the express written consent of AI4Life.

4.2 You also agree:



(a) Not to reproduce, duplicate, copy, or re-sell any part of the Site in contravention of these Terms.

(b) Not to access without authority, interfere with, damage, or disrupt:

- Any part of this Site.
- Any equipment or network on which the Site is stored.
- Any software used in the provision of the Site.
- Any equipment, network, or software owned by or used by any third party.

A breach of Clause 4.1(f) or 4.2(b) may constitute a criminal offense under applicable criminal laws. AI4Life will report any such breach to the relevant law enforcement authorities, and it will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will terminate immediately.

## 5. Intellectual Property

- The Site and Services contain content, including but not limited to text, graphics, data, images, videos, and other material ("Content"). This Content is owned by or licensed to AI4Life and is protected by applicable intellectual property and national and international laws. All rights are reserved.
- You must not copy, modify, distribute, transmit, display, publish, sell, license, or create derivative works from this Content without the express written consent of AI4Life. For the sake of clarity, rights vested in the User to User Content are unaffected by this Clause.
- You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained in the site, or any Content published on it.
- If you breach any provision of this Clause 5, your right to use the Site and any Content will cease immediately, and you must, at AI4Life's request, return or destroy any copies of the Content you have made.
- All Site content is all rights reserved unless explicitly licensed, e.g., the models/datasets/and other resources. AI4Life holds all the rights to any new data, models, or other resources produced from the Services AI4Life runs. However, the User who produces such content with our Services may be automatically granted the right explicitly in written form under each Service.





- Users who use the Services, resources downloaded/uploaded to and from the Site, use any services or produce derived content from the Services are responsible for ensuring the ethical use of Artificial Intelligence ("AI"). They must ensure AI is used responsibly and ethically, and common practices are followed to mitigate risks associated with AI. They must also comply with any AI act, generative AI act, and relevant laws.

## 6. Linking to the Site

- You may link to the Site's home page, provided you do so in a way that is fair and legal and does not damage or take advantage of the reputation of AI4Life. Still, you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the part of AI4Life where none exists.
- You must not establish a link from any website that you do not own.
- The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page. AI4Life reserves the right to withdraw linking permission without any notice and for any reason.
- If you wish to link to the Site other than as set out above, please address your request to [ai4life@eurobioimaging.eu](mailto:ai4life@eurobioimaging.eu).

## 7. Linking to Services

If you are a website owner, software tool developer, or application author and wish to integrate any Services into your website, application, software, or tools, you must adhere to the following terms:

- You must clearly inform your users that your tools utilize Services.
- You must provide appropriate attribution to AI4Life with a clear and prominent message.
- The integration must not suggest any form of association, approval, or endorsement on the part of AI4Life where none exists.
- AI4Life reserves the right to withdraw linking or integration permission without any notice and for any reason.
- If you wish to link to the Services or integrate them in ways other than those set out above, please address your request to [ai4life@eurobioimaging.eu](mailto:ai4life@eurobioimaging.eu).



## 8. Linking from the Site or Services

Where the Site or the underlying Services contains links to other sites and resources provided by third parties, these links are provided for your information only. AI4Life has no control over the Content of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## 9. Privacy Policy

- The AI4Life detailed privacy policy is hosted on the web page: <https://ai4life.eurobioimaging.eu/privacy-policy/>. Please familiarise yourself with the Privacy Policy to understand how AI4Life collects, processes and handles your personal data.
- The personal data you may provide will be used to disseminate information pertaining to the execution of the Horizon Europe Funded AI4Life project (Grant number: 101057970). If you would like to update or delete your data during the course of the project, please contact us using [ai4life@eurobioimaging.eu](mailto:ai4life@eurobioimaging.eu).
- When using our cloud infrastructure, AI4Life might hold a copy of any submitted data and store the logs for further analysis, training models, and other purposes based on User's consent.
- We may store User login information in order to provide Services.

## 10. Disclaimer of Warranties

The Site and Services are provided "as is" and "as available." AI4Life makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to any warranties of accuracy, reliability, completeness, merchantability, fitness for a particular purpose, title, or non-infringement.

## 11. Variations

AI4Life may revise these terms of use at any time by amending this page. Some of the provisions in these terms of use may be superseded by provisions or notices published elsewhere on the Site.

## 12. Limitation of Liability

To the maximum extent permitted by law, AI4Life will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss



of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or any other intangible losses.

Nothing in these terms limits or excludes AI4Life's liability for (a) death or personal injury resulting from its negligence, (b) any fraud or fraudulent misrepresentation, or (c) any other liability which, by law, cannot be limited or excluded.

### 13. Governing Law

These Terms and any dispute between you and AI4Life arising out of or related to these Terms or the Site or Services shall be governed by and construed in accordance with the laws of Finland, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

### 14. Dispute Resolution

In the event of any dispute between you and AI4Life, you and AI4Life agree to first attempt to resolve the dispute amicably. Suppose you and AI4Life are unable to resolve the dispute within 15 days of the date on which you or AI4Life first initiates a dispute resolution process. In that case, the dispute shall be settled by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

### 15. Miscellaneous

These Terms constitute the entire agreement between you and AI4Life with respect to the Site and Services and supersede all prior agreements, understandings, and negotiations between you and AI4Life, whether written or oral. In the event any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

You may not assign, transfer, or sublicense any of your rights under these Terms without AI4Life's prior written consent. AI4Life's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

If you have any questions or concerns about these Terms or Content appearing on the Site, please contact us at [ai4life@eurobioimaging.eu](mailto:ai4life@eurobioimaging.eu).

