

## **Terms of Service**

**Last Updated: November 7, 2018**

Thank you for visiting the Dockstore.org website. Please read the Terms and Conditions carefully before using this website. If you do not agree to be bound by these Terms in their entirety, you may not use the Services.

### **I Terms and Conditions of Use of Site**

The Ontario Institute for Cancer Research (“OICR”) provides this website [www.dockstore.org](http://www.dockstore.org) and the services provided by or through this website to you subject to these terms and conditions of use. These terms and conditions of use together with the Dockstore Privacy Statement (collectively, the “Terms”) govern your use of this website and the services provided.

In these Terms, we call this website, the “Site” and the software we provide the “Application”. The Application includes your use of the Dockstore API, and the use of the Dockstore API by third parties authorized through your Dockstore account to use your User Content (as defined below) through the Dockstore API. We refer to the services provided by or through the Application as the “Services”.

OICR has the right, in its sole discretion, to add, to remove, modify or otherwise change the Terms, in whole or in part, at any time. Please check the Terms frequently by checking the date of “Last Updated” at the top of this document to see if there have been any changes that may affect your decision on whether or not to use the Site. If any term, condition or any change thereto is not acceptable to you, you must discontinue your use of the Services immediately. Your continued use of the Services after any such changes are posted will constitute acceptance of those changes.

In these Terms, “Users” means Dockstore users who use the Services and the third parties to whom they give access through their Dockstore account and includes people who post comments on the Dockstore blog and/or browsers of the Site.

### **II Dockstore Privacy Statement**

Please refer to the Dockstore Privacy Statement, available at <https://dockstore.org> for information on how OICR collects, uses and discloses personal information from its Users. By using the Services you agree to our use, collection and disclosure of personal information in accordance with the Privacy Statement.

### **III Content and User Content**

In these Terms the content available through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users, is called "User Content", such as workflow information, postings on discussion boards, etc. The User Content is that User's property. OICR's only right to that User Content is the limited licenses to it granted in these Terms.

Other than the User Content, the Services, all Content and all software available on or in respect of the Services or used to create and operate the Services is the property of OICR or its licensors.

All trademarks, registered trademarks, product names and/or organizational names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by OICR.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people. Although we have no obligation to do so, we have the sole discretion to remove, screen or edit without notice any User Content posted or stored on the Services, and we may do this at any time and for any reason. You are solely responsible for backing up, maintaining copies of and replacing any User Content you post or store on the Services. If you authorize third parties to access your User Content through the Services, you agree that we have no responsibility or liability for their use of such User Content.

#### **IV Your Limited License of Your User Content to OICR**

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now and in the future. For example, if you leave comments on the Dockstore discussion Board, we need your license to display that User Content on the Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. Similarly, if you enter a description of your workflow, we need your license to that User Content to use it in the operation of the Services, and we need the right to sublicense that User Content to other Users for that purpose.

Therefore, by posting, storing, and/or distributing User Content to or through the Services, you (a) grant OICR and its affiliates a non-exclusive, royalty-free, transferable right to use, display, reproduce, distribute, publish, modify, adapt and/or sublicense such User Content, in the manner in and for the purposes for which the Services, from time to time, use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post, store or otherwise distribute, or you otherwise have the lawful right to post, store and distribute that User Content, to or through the Services; and (ii) the use or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

#### **V Limited License**

The Dockstore API and UI are licensed to you subject to Apache 2.0 License. As for the rest of the Services, OICR grants you a limited, revocable, non-exclusive, license to access the

Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited. You represent and warrant that your use of the Services and the Content will be consistent with the license granted herein and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

Your use of the Services and the Content is also subject to the following restrictions. You may not:

- interfere or attempt to interfere in any manner with the proper workings of the Services and/or the Content, or do anything that adversely affects the functionality or performance of the Services and/or the Content;
- misrepresent your identity or intentions when communicating with us in relation to the Services and/or the Content, use the developer credentials licensed to a different individual or entity, allow your credentials to be used by others, or mask your usage of the Services and/or the Content;
- use the Services and/or the Content in association with, or as a component of, any website that in the sole discretion of OICR is determined to be obscene or otherwise inappropriate;
- use the Services and/or the Content for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- use the Services and/or the Content in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;
- replicate, in whole or in part, the “look and feel” of Dockstore;
- disparage or otherwise negatively represent Dockstore or OICR;
- reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof except as may be permitted by the applicable Dockstore API or Dockstore UI license;
- circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect; or
- build conversion functionality that converts Content from the Service to a competing product or service

OICR may monitor your use of the Services for any reason, including but not limited to: quality assurance, the improvement of the Services, and for verification of your compliance with these Terms. OICR may suspend access to the Services without notice if OICR reasonably believes that you are in violation of the Terms.

## **VI Use of Discussion Boards and Workflow Descriptions**

The Services include discussion boards on which you or third parties may post reviews or other content, messages, materials or other items on the Services. You are solely responsible for your use of such discussion boards and use them at your own risk. User Content submitted to discussion boards or any public area of the Services (including workflow descriptions) will be considered non-confidential. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- unsolicited promotions, political campaigning, advertising or solicitations;
- private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;
- viruses, corrupted data or other harmful, disruptive or destructive files;
- content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- content that, in the sole judgment of OICR, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Services, or which may expose OICR or its affiliates or its users to any harm or liability of any type.

Any use of the discussion boards or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the discussion boards and/or the Services.

## **VII No Responsibility for Third Party Websites**

The Site may contain links to third party websites or third party content. Your use of such third party websites and/or content is at your own risk.

## **VIII Warranty Disclaimer**

YOUR USE OF THE SITE, SERVICES (INCLUDING WITHOUT LIMITATION, THE APPLICATION AND THE DOCKSTORE API), AND CONTENT, AND ANY THIRD PARTY MATERIALS OR THIRD PARTY SERVICES IS ENTIRELY AT YOUR OWN RISK, AND EXCEPT AS DESCRIBED IN THIS AGREEMENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OICR DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING

ANY WARRANTY OR CONDITION THAT THE SERVICES AND/OR CONTENT IS OR WILL (A) BE FIT FOR A PARTICULAR PURPOSE, (B) BE OF GOOD TITLE, (C) BE OF MERCHANTABLE QUALITY; OR DOES NOT OR WILL NOT INTERFERE WITH OR INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS.

#### **IX Limitation of Liability; Indemnity**

OICR WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OICR WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: YOUR INABILITY TO ACCESS OR USE THE SERVICES AND/OR CONTENT, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES AND/OR CONTENT, (B) DISCONTINUATION OF AVAILABILITY OF ANY OR ALL OF THE SERVICES AND/OR CONTENT, OR, (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES AND/OR CONTENT FOR ANY REASON. IN NO EVENT SHALL OICR'S LIABILITY UNDER THIS AGREEMENT EXCEED AMOUNTS PAID UNDER THE AGREEMENT BY YOU TO OICR.

YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS OICR, ITS MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, STUDENTS AND AGENTS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING LEGAL FEES) ARISING OUT OF OR RELATING TO ANY THIRD PARTY CIVIL OR ADMINISTRATIVE ACTIONS, PROCEEDINGS OR CLAIM CONCERNING: (A) YOUR USE OF THE SERVICES AND /OR CONTENT (INCLUDING ANY ACTIVITIES OF YOUR STUDENTS AND STAFF); (B) BREACH OF THIS AGREEMENT OR VIOLATION OF APPLICABLE LAW BY YOU OR ANY THIRD PARTIES YOU MAY AUTHORIZE; OR (C) THE ALLEGED INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT ARISING OUT OF YOUR USE OF SERVICES AND/OR CONTENT OR ANY PRODUCTS OR SERVICES DERIVED FROM SERVICES AND/OR CONTENT. IF OICR IS OBLIGATED TO RESPOND TO A THIRD PARTY SUBPOENA OR OTHER COMPULSORY LEGAL ORDER OR PROCESS, YOU WILL ALSO REIMBURSE OICR FOR ALL REASONABLE FEES ASSOCIATED THEREWITH

#### **X Miscellaneous**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. OICR may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of OICR, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and OICR regarding your use of the Site, the Content, and the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and OICR regarding your use of them. All disputes, claims or other matters arising from or relating to your use of the Site, the Content or the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United

Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.