

Deliverable D3.1

Terms of Service

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Change Log

Version	Date	Author	Description of changes
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v2	28.02.23	Perttu Tuuppa, Arrate Muñoz Barrutia	Revised by Euro-Bioimaging lawyer
v3	30.03.2023		Approved for submission

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Executive Summary

The BioImage.io project is an initiative by the AI4Life consortium aimed at providing an open-access platform for sharing and discovering scientific imaging data. The project website, www.bioimage.io, is a user-friendly interface for researchers, scientists, and developers to browse, submit, and explore scientific imaging data. The platform is designed to enable easy collaboration and data sharing, accelerating scientific progress and innovation.

The deliverable report outlines the Terms of Service Agreement that govern the use of the BioImage.io platform. The agreement sets out the general terms and conditions for accessing and using the website and services provided by the AI4Life consortium. It also includes guidelines for submitting and sharing data, as well as prohibited uses of the site.

The report emphasises 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. The report aims to create a safe and secure environment for users to share their data and collaborate with others without compromising legal or ethical standards.

Overall, the BioImage.io platform and the Terms of Service Agreement provide a unique opportunity for researchers and scientists to collaborate and accelerate scientific discovery in a secure, open-access environment. The deliverable report aims to ensure that the legal framework and guidelines are in place to protect the platform users and enable them to collaborate in a safe and secure environment.



1. Terms of Service Agreement

Welcome to Biolmage.io! Our website, www.bioimage.io (the “Site”) is owned and operated by the AI4Life consortium (“AI4Life”). By accessing or using the Site and related services (collectively, the “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 13 years of age or older. If you are not 13 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 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

2.1 Access to the site is permitted on a temporary basis, and 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 in the event that the Site or any Service is unavailable at any time or for any period.

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

3. All Website Submissions

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

(a) you have the legal right and authority to accept these terms of submission and to grant the applicable licence (as more particularly set out below);

(b) you are the owner of the User Content and/or have all the necessary rights, consents, permissions, and licences which are required for you to submit the User Content and to grant the applicable licence;

(c) the User Content does not (whether in its submission, subsequent use in accordance with the applicable licence, or otherwise) infringe the intellectual property rights of any third party;

(d) to the extent that the User Content identifies any individual (whether by name, picture, or otherwise), you have obtained all consents and permission from those individuals which are required for AI4Life to use the User Content as contemplated by the applicable licence;

(e) 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; and

(f) at our request, you will provide AI4Life with written copies of any consents, permission, and licences that you are required to obtain in accordance with this Clause 3.1.

3.2 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.

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

3.4 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.

3.5 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.

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 which does not comply with Clause 4.



(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (“spam”); or

(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:

(i) any part of this Site;

(ii) any equipment or network on which the Site is stored;

(iii) any software used in the provision of the Site; or

(iv) any equipment or network, or software owned by or used by any third party.

4.3 A breach of Clause 4.1(f) or 4.2(b) may constitute a criminal offence under the Computer Misuse Act 1990. 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.

5.1 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.

5.2 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.

5.3 You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained in the site, or any Content published on it.

5.4 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.



6. Linking to the Site

6.1 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.

6.2 You must not establish a link from any website that you do not own.

6.3 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.

6.4 If you wish to link to the Site other than as set out above, please address your request to ai4life@eurobioimaging.eu.

7. Linking from the Site

Where the Site 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.

8. Privacy policy

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). In accordance with the Grant Agreement, your data will be retained during the project and deleted when it has ended as soon as the retention period established by the EC is over. If you would like to update or delete your data during the course of the project, please contact us using ai4life@eurobioimaging.eu.

The AI4Life detailed privacy policy is hosted on the web page: <https://ai4life.eurobioimaging.eu/privacy-policy/>

9. 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 merchantability, fitness for a particular purpose, title, or non-infringement.

10. 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.



11. Limitation of Liability

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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.



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