



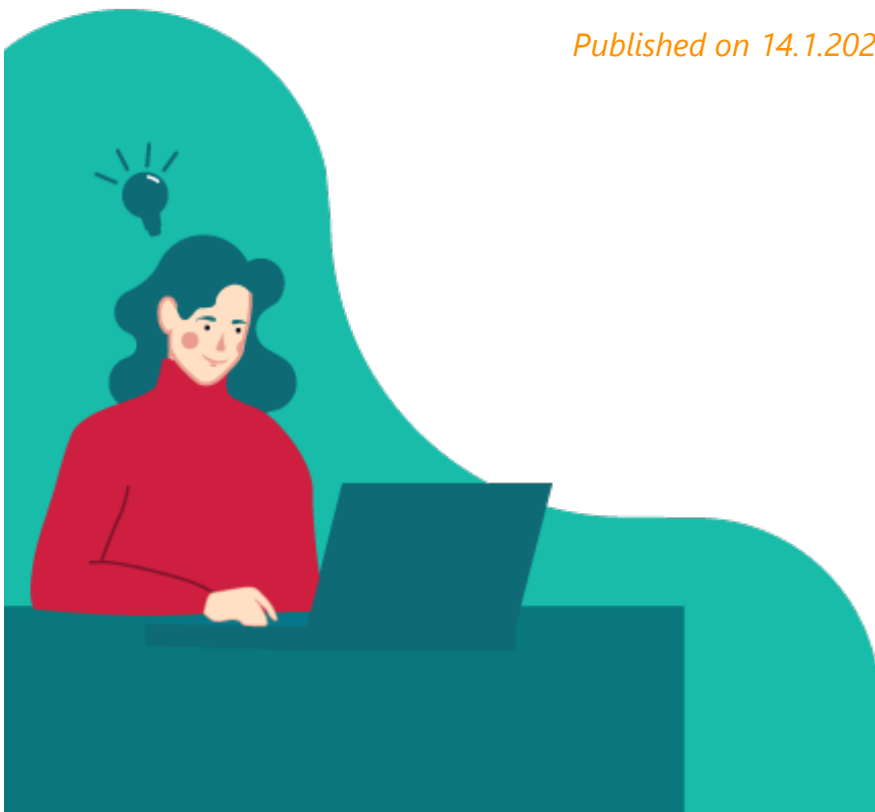
BIOBORD PLATFORM



BIOBORD OPERATING MODEL

Management document 1: Terms of Service

Published on 14.1.2020



 **Interreg**
Baltic Sea Region



EUROPEAN UNION

EUROPEAN
REGIONAL
DEVELOPMENT
FUND



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TERMS OF SERVICE

Terms of service are presented as they apply in the Biobord.eu forum starting on January 14, 2020.

These terms govern use of the Internet forum at <http://forum.biobord.eu>. To use the forum, you must agree to these terms with JAMK University of Applied Sciences, the organization that runs the forum.

The company may offer other products and services, under different terms. These terms apply only to use of the forum.

These terms include a number of important provisions that affect your rights and responsibilities, such as the disclaimers, limits on the JAMK University of Applied Sciences' liability to you, your agreement to cover JAMK University of Applied Sciences for damages caused by your misuse of the forum, and an agreement to arbitrate disputes.

1. Your Permission to Use the Forum

Subject to these terms, JAMK University of Applied Sciences gives you permission to use the forum. Everyone needs to agree to these terms to use the forum.

2. Conditions for Use of the Forum

Your permission to use the forum is subject to the following conditions:

- You must be at least thirteen years old.
- You may no longer use the forum if JAMK University of Applied Sciences contacts you directly to say that you may not.
- You must use the forum in accordance with Acceptable Use and Content Standards.

2.1 Acceptable Use

- You may not break the law using the forum.
- You may not use or try to use another's account on the forum without their specific permission.
- You may not buy, sell, or otherwise trade in usernames or other unique identifiers on the forum.
- You may not send advertisements, chain letters, or other solicitations through the forum, or use the forum to gather addresses or other personal data for commercial mailing lists or databases.



- You may not automate access to the forum, or monitor the forum, such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser. You may crawl the forum to index it for a publicly available search engine, if you run one.
- You may not use the forum to send e-mail to distribution lists, newsgroups, or group mail aliases.
- You may not falsely imply that you're affiliated with or endorsed by JAMK University of Applied Sciences.
- You may not hyperlink to images or other non-hypertext content on the forum on other webpages.
- You may not remove any marks showing proprietary ownership from materials you download from the forum.
- You may not show any part of the forum on other websites with `<iframe>`.
- You may not disable, avoid, or circumvent any security or access restrictions of the forum.
- You may not strain infrastructure of the forum with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems underlying the forum.
- You may not impersonate others through the forum.
- You may not encourage or help anyone in violation of these terms.

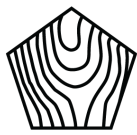
2.2 Content Standards

- You may not submit content to the forum that is illegal, offensive, or otherwise harmful to others. This includes content that is harassing, inappropriate, or abusive.
- You may not submit content to the forum that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.
- You may not submit content to the forum containing malicious computer code, such as computer viruses or spyware.
- You may not submit content to the forum as a mere placeholder, to hold a particular address, username, or other unique identifier.
- You may not use the forum to disclose information that you don't have the right to disclose, like others' confidential or personal information.

3. Enforcement

JAMK University of Applied Sciences may investigate and prosecute violations of these terms to the fullest legal extent. JAMK University of Applied Sciences may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these terms.

JAMK University of Applied Sciences reserves the right to change, redact, and delete content on the forum for any reason. If you believe someone has submitted content to the forum in violation of these terms, contact us immediately.



4. Your Account

You must create and log into an account to use some features of the forum.

To create an account, you must provide some information about yourself. If you create an account, you agree to provide, at a minimum, a valid e-mail address, and to keep that address up-to-date. You may close your account at any time by e-mailing janne.alatalo@jamk.fi.

You agree to be responsible for all action taken using your account, whether authorized by you or not, until you either close your account or notify JAMK University of Applied Sciences that your account has been compromised. You agree to notify JAMK University of Applied Sciences immediately if you suspect your account has been compromised. You agree to select a secure password for your account, and keep it secret.

JAMK University of Applied Sciences may restrict, suspend, or close your account on the forum according to its policy for handling copyright-related takedown requests, or if JAMK University of Applied Sciences reasonably believes that you have broken any rule in these terms.

5. Your Content

Nothing in these terms gives JAMK University of Applied Sciences any ownership rights in intellectual property that you share with the forum, such as your account information, posts, or other content you submit to the forum. Nothing in these terms gives you any ownership rights in the JAMK University of Applied Sciences' intellectual property, either.

Between you and JAMK University of Applied Sciences, you remain solely responsible for content you submit to the forum. You agree not to wrongly imply that content you submit to the forum is sponsored or approved by the company. These terms do not obligate JAMK University of Applied Sciences to store, maintain, or provide copies of content you submit, and to change it, according to these terms.

Content you submit to the forum belongs to you, and you decide what permission to give others for it. But at a minimum, you license JAMK University of Applied Sciences to provide content that you submit to the forum to other users of the forum. That special license allows JAMK University of Applied Sciences to copy, publish, and analyze content you submit to the forum.

When content you submit is removed from the forum, whether by you or by JAMK University of Applied Sciences, JAMK University of Applied Sciences' special license ends when the last copy disappears from JAMK University of Applied Sciences' backups, caches, and other systems. Other licenses you apply to content you submit, such as Creative Commons licenses, may continue after your content is removed.



Those licenses may give others, or JAMK University of Applied Sciences itself, the right to share your content through the forum again.

Others who receive content you submit to the forum may violate the terms on which you license your content. You agree that the company will not be liable to you for those violations or their consequences.

6. Your Responsibility

You agree to indemnify JAMK University of Applied Sciences from legal claims by others related to your breach of these terms, or breach of these terms by others using your account on the forum. Both you and JAMK University of Applied Sciences agree to notify the other side of any legal claims for which you might have to indemnify JAMK University of Applied Sciences as soon as possible. If JAMK University of Applied Sciences fails to notify you of a legal claim promptly, you will not have to indemnify JAMK University of Applied Sciences for damages that you could have defended against or mitigated with prompt notice.

You agree to allow JAMK University of Applied Sciences to control investigation, defense, and settlement of legal claims for which you would have to indemnify JAMK University of Applied Sciences, and to cooperate with those efforts. JAMK University of Applied Sciences agrees not to agree to any settlement that admits fault for you or imposes obligations on you without your prior agreement.

7. Disclaimers

You accept all risk of using the forum and content on the forum. As far as the law allows, JAMK University of Applied Sciences and its suppliers provide the forum as is, without any warranty whatsoever.

The forum may hyperlink to and integrate forums and services run by others. JAMK University of Applied Sciences does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.

8. Limits on Liability

Neither JAMK University of Applied Sciences nor its suppliers will be liable to you for breach-of-contract damages their personnel could not have reasonably foreseen when you agreed to these terms.

9. Feedback

JAMK University of Applied Sciences welcomes your feedback and suggestions for the forum as well as the Terms of Use, Privacy Policy and any Guides or Tutorials indicated in the Biobord Operating Model at the Forum. Communicate your feedback and suggestions via the 'Biobord User Support' category of the Forum for joint dialogue and analysis.

You agree that JAMK University of Applied Sciences will be free to act on feedback and suggestions you provide. You agree not to submit feedback or suggestions that you believe might be confidential or proprietary, to you or others.

JAMK University of Applied Sciences agrees to respond to all feedback in the testing period the piloting periods (pilot ongoing until 31.8.2020) and include it in the analysis of upgrades that JAMK University of Applied Sciences will make for the new any updates to the Forum or its operational terms.

10. Termination

Either you or JAMK University of Applied Sciences may end the agreement written out in these terms at any time. When our agreement ends, your permission to use the forum also ends.

The following provisions survive the end of our agreement: Your Content, Feedback, Your Responsibility, Disclaimers, Limits on Liability, and General Terms.

11. Disputes

The members of organizations involved in the RDI2CluB partnership agree to seek injunctions related to these terms primarily in RDI2CluB Project Steering Committee and based on the procedures stipulated in the partnership agreement of the RDI2CluB project.

For users of Forum that are not members of the RDI2CluB partnership, you agree to endeavor to work towards a mutually acceptable settlement.

If efforts to achieve an amicable settlement should fail, the parties concerned are obliged to seek an out-of-court arbitration procedure of an ad-hoc arbitration committee according to the rules of the Finland Arbitration Institute. The parties shall be obliged to accept and apply the decisions of the arbitration committee, subject to the applicable law hereby agreed upon and in compliance with the provisions of the European law.



Each and any legal dispute that may result from or in connection with this agreement, including such over the validity of this agreement itself and the arbitration clause defined above, on which the amicable settlement method was ineffective and the disagreement persists in spite of all efforts being made in this respect, shall be finally decided by the courts. The place of jurisdiction is Jyväskylä, Finland.

12. General Terms

If a provision of these terms is unenforceable as written, but could be changed to make it enforceable, that provision should be modified to the minimum extent necessary to make it enforceable. Otherwise, that provision should be removed.

You may not assign your agreement with JAMK University of Applied Sciences. JAMK University of Applied Sciences may not assign your agreement to other organizations.

These terms embody all the terms of agreement between you and JAMK University of Applied Sciences about use of the forum. These terms entirely replace any other agreements about your use of the forum, written or not.

13. Contact

You may notify JAMK University of Applied Sciences under these terms, and send questions on the terms of use of Forum to JAMK University of Applied Sciences, at riikka.kumpulainen@jamk.fi.

The company may notify you under these terms using the e-mail address you provide for your account on the forum, or by posting a message to the homepage of the forum or your account page.

14. Changes

The company last updated these terms on January 14, 2020, and may update these terms again. The company will post all updates to the forum. For updates that contain substantial changes, the company agrees to e-mail you, if you have created an account and provided a valid e-mail address. The company may also announce updates with special messages or alerts on the forum.

Once you get notice of an update to these terms, you must agree to the new terms in order to keep using the forum.