



## Web Site Policies

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### AAAS Web Site Terms of Use

#### 1. Your Acceptance

By using and/or visiting this Web site ("AAAS" or the "Web site"), you agree to be bound by these terms and conditions ("Terms of Use"), as well as the AAAS [privacy notice](#), which is hereby incorporated into this agreement. If you do not agree to any of these terms or the AAAS privacy notice, please do not use this Web site.

By using the Web site affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

Conditioned upon your acceptance of these Terms of Use, AAAS hereby grants you permission to access and use the Web site as set forth in these Terms of Use.

#### 2. The AAAS Web Site

- a. These Terms of Use apply to all users of the American Association for the Advancement of Science ("AAAS") family of Web sites, including users who are also contributors of video content, information, and other materials or services on the Web sites.
- b. Throughout this Policy, "AAAS," "the AAAS Web sites," and "the Web sites" may be used interchangeably.
- c. These Web sites may contain links to third-party web sites that are not owned or controlled by AAAS. AAAS has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third party Web sites.

#### 3. AAAS Accounts

- a. The main AAAS Web site, [www.aaas.org](http://www.aaas.org), does not require registration.
- b. In order to access some features of the Web sites, you will have to create an AAAS account. You may not use another person's account. When creating your account, you agree to provide accurate and complete information. By registering, you consent to the collection of your data, including, without limitation, registration data, by AAAS and processing of such data by AAAS in connection with your use of the site. For further information on data collection and storage, please refer to our Privacy Policy. You are solely responsible for the activity that occurs on or in connection with your account, and you agree to make all reasonable efforts to keep your account password secure. You agree to notify AAAS immediately of any breach of security or unauthorized use of your account.

#### 4. General Use of the Web Site—Permissions and Restrictions

- a. The Web site, and the contents thereof, is proprietary to AAAS. The content of the site is owned by or licensed to AAAS, subject to copyright and other intellectual property rights under the law. You may access and use the Web site or its content for personal, non-commercial use, or as specifically provided for on the Web site.
- b. You agree that you will not, without permission, reproduce, distribute or make derivative works of the Web site or any of the contents thereof without the express consent of AAAS. You agree not to alter or modify any part of the Web site. You agree not to circumvent, disable or otherwise interfere with security-related features of the AAAS Web site or features that prevent or restrict use or copying of any content or enforce limitations on use of the AAAS Web site or the content therein. You agree that you will not, without permission, systematically retrieve data or other content from the Web site by any means, and you will not compile a database or directory of information extracted from the Web site.
- c. You agree not to use the Web site for any use or purpose not permitted within these Terms of Use without the prior written authorization of AAAS. Prohibited uses include, without limitation, any of the following actions taken without the express approval of AAAS: sale of access to the Web site; use of the Web site or its related services, for the primary purpose of gaining advertising or subscription revenue; the sale of advertising on the AAAS Web site; the sale of

advertising on any third-party Web site targeted to the content of specific user submissions or AAAS content; and any use of the Web site or its related services that AAAS finds, in its sole discretion, to use AAAS's resources or user submissions with the effect of competing with or displacing the market for AAAS, AAAS content, or its user submissions.

- d. You agree not to use or launch any automated system, including without limitation "robots," "spiders," or "offline readers" that accesses the Web site in a manner that sends more request messages to the AAAS servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, AAAS grants the operators of public search engines permission to use spiders to copy materials from the Web site for the sole purpose of and solely to the extent necessary for the creation of publicly available searchable indices of the materials, but not for the creations of caches or archives of such materials. AAAS reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names and e-mail addresses, from the Web site, or to use the communication systems provided by the Web site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Web site with respect to their user submissions.
- e. AAAS reserves all rights not expressly granted in and to the AAAS content and the AAAS service.

## 5. Educational Use of Material on Web Site

Certain content on the AAAS Web Site is designated as available for download for educational purposes. Librarians, teachers, support staff, administrators, other staff of educational institutions, and other education providers such as leaders of after school programs are authorized to download, print, reproduce, and distribute such content for educational purposes. AAAS extends this benefit for the benefit of students; it does not authorize the use of content under any circumstances for commercial purposes or benefit.

Content used for any purpose must maintain unaltered copyright and other proprietary notices, including attribution to AAAS as the source of the content. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use, without specific approval from AAAS.

## 6. Your User Submissions and Conduct

- a. Certain areas of the AAAS Web site allow the user to submit textual content ("user comments") or picture or video content ("user videos"). User comments and user videos are collectively referred to as "user submissions." By submitting any user submission to the Web site, you hereby waive any privacy expectations that you may have with respect to any such User Submission, including to any comments, photo, video or other data or information submitted by you to the Web site.
- b. You acknowledge and agree that any user submission submitted by you to the Web site may be available for viewing, rating, review and comment on by the public. You acknowledge and agree that, once submitted by you and made accessible to users, AAAS shall have no obligation to remove, delete, or disable access to any user submission made by you, or to return any submission to you.
- c. You retain copyright in your user submissions. By submitting user submissions to AAAS, however, you hereby grant AAAS a worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and use in any other manner that may be hereafter developed the user submissions in connection with the AAAS Web site and AAAS's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the AAAS Web site (and derivative works thereof) in any media formats and through any media channels that exist now or may be developed. You also hereby grant each user of the AAAS Web site a non-exclusive, irrevocable license to access your user submissions through the Website, and to use, reproduce, distribute, display and perform such user submissions as permitted by AAAS.
- d. You agree not to submit a user submission that contains any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant AAAS all of the license rights granted herein. By posting a user submission, you represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to do so.
- e. You agree not to submit material that is offensive, derogatory, obscene, infringing of any third party's rights, or contrary to local, national, and international laws and regulations.
- f. AAAS does not endorse any user submission or any opinion, recommendation, or advice expressed therein, and AAAS expressly disclaims any and all liability in connection with user submissions.

## 7. Removal of User Submissions

AAAS may, at its sole discretion, remove or prevent access to, in whole or in part, any material submitted by you, for any reason or no reason, including any material it deems in violation of its standards.

## 8. Digital Millennium Copyright Act

AAAS has a policy of protecting copyrights and of complying with the take-down procedures established under the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA").

- a. If you are a copyright owner or an agent thereof and believe that any user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the DMCA to [agent identification], including the following elements (see 17 U.S.C 512(c)(3) for further detail):
  - o A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - o Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
  - o Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material.
  - o Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail.
  - o A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
  - o A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For clarity, only DMCA notices should go to the copyright agent; any other feedback, comments, requests for technical support, and other communications should be directed to AAAS customer service through [webmaster@aaas.org](mailto:webmaster@aaas.org). You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- b. Counter-Notice. If you believe that your user submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user submission, you may send a counter-notice containing the following information to the copyright agent:
  - o Your physical or electronic signature.
  - o Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled.
  - o A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content.
  - o Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Washington, DC, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the copyright agent, AAAS may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at AAAS's sole discretion.

## 9. Access Termination Policy

AAAS may terminate a user's access to its Web site at its sole discretion.

## 10. Disclaimer and Limitation of Liability

You agree that your use of the AAAS Web site shall be at your sole risk. To the fullest extent permitted by law, AAAS, its officers, directors, employees and agents disclaim all warranties, express or implied, in connection with the Web site and your use thereof. AAAS makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site, and assumes no liability or responsibility for any

- a. errors, mistakes or inaccuracies of content.
- b. personal injury or property damage, of any nature whatsoever, resulting you're your access to and use of our Web site.
- c. any unauthorized access to or use of our secure servers and/or any and all personal information stored therein,
- d. any interruption or cessation of transmission to or from our Web site.
- e. any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our Website by any third party.
- f. any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the AAAS Web site.

AAAS does not warrant, endorse, guarantee, or assume any responsibility for any product or service advertised or offered by a third-party through the AAAS Web site or any hyperlinked Web site or featured in any banner or other advertising, and AAAS will not be a party to or in any way be responsible for monitoring any transaction between you and the third-party providers of products or services.

In no event shall AAAS, its officers, directors, employees or agents be liable to you for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any:

- a. errors, mistakes or inaccuracies of content.
- b. personal injury or property damage of any nature whatsoever, resulting from your access to and use of our Web site.
- c. any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.
- d. any interruption or cessation of transmission to or from out Website.
- e. any bugs, viruses, Trojan horses or the like, which may be transmitted to or through our Web site by any third party, and/or
- f. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted or otherwise made available via the Web site, whether based on warranty, contract, tort or any other legal theory, and whether or not AAAS is advised of the possibility of such damages.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT AAAS SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Web site is controlled and offered by AAAS from its facilities in the United States of America. AAAS makes no representations that the AAAS Web site is appropriate or available for use in other locations. Those who access or use the AAAS Web site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## 11. Disputes

You agree that any dispute arising from, relating to or in any manner connected with this agreement shall be construed under and resolved in accordance with the laws of the District of Columbia, exclusive of its choice of law principles. Any such dispute shall be litigated only in the local or federal courts of the District of Columbia, to the personal jurisdiction of which you hereby consent. You agree that the remedy for any breach of this agreement involving unauthorized access or other infringement of our intellectual property rights shall be an award of damages equivalent to the statutory damages recoverable under the United States Copyright Act, 17 U.S.C. § 501 et seq. (the "Act"), regardless of whether our content is protected by the Act or has been timely and/or properly registered under the Act, and regardless of whether you are located in the United States. YOU AGREE THAT ANY CAUSE OF ACTION AGAINST AAAS ARISING OUT OF OR RELATED TO THE AAAS WEB SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF

ACTION IS PERMANENTLY BARRED.

## **12. Indemnity**

You agree to defend, indemnify and hold harmless AAAS, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the AAAS Web site; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (d) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the AAAS Web site.

## **13. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by AAAS without restriction.

## **14. Revisions**

AAAS may modify these Terms of Use and/or the Privacy Policy effective immediately upon notice to you either by (1) electronic mail or conventional mail or (2) posting to the site (which shall be deemed constructive notice). Your continued use of the site following notice of any modification shall be conclusively deemed an acceptance of all such modification(s).

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