

Whitehead Institute for Biomedical Research

WIBR Core Facilities Customer Portal Terms and Conditions

Effective: March 1, 2018

These terms and conditions (the “**Terms**”) are a contract between users (“**you**”) and Whitehead Institute for Biomedical Research (“**Whitehead**,” “**we**” or “**us**”) and apply to the WIBR Core Facilities Customer Portal and to any other websites owned and operated by us that link back to these Terms (collectively, the “**Portal**”). The Portal allows you to set up an account and reserve a service and/or equipment in our core facilities. These Terms govern your use of and access to the Portal, but do not govern your use of any equipment or lab service you reserve through the Portal. Your use of such equipment or lab service will be governed by such other policies or terms and conditions that we may provide to you.

Please read and review these Terms carefully before accessing or using the Portal. **By accessing the Portal, you are agreeing to be bound by these Terms.** If you do not agree with any of these Terms, you may not access or use the Portal.

Modification of the Terms and the use of the Portal

Whitehead Institute may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

Acceptable Use and Restrictions on Use

Whitehead grants to you a limited license to make personal use only of the Portal. You agree to only use the Portal for the purposes for which it has been designed. You will comply with these Terms and all applicable local, state, national and international laws, rules and regulations, and will not encourage or promote any activity that violates these Terms.

By accessing or otherwise using the Portal, you agree that you will not, under any circumstances:

- Use the Portal for any unlawful purpose or for the promotion of illegal activities;
- Interfere or attempt to interfere in any way with the Portal’s networks or network security or attempt to use the Portal to gain unauthorized access to any other computer system or other user’s account;
- Interfere or attempt to interfere with the proper functioning of the Portal;
- Make any automated use of the Portal, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any measures we take to restrict access to the Portal, or use any software, technology or device to scrape, spider or crawl the Portal or harvest or manipulate data;

- Use another user's account without permission; or
- Decompile, reverse engineer, disassemble or otherwise extract or discover the source code of the Portal or any part thereof, or attempt to do any of the same, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation.

If we determine that you have violated any of the above restrictions or any other term or condition of these Terms, and/or abused the use of the Portal, we may, in our sole discretion, discontinue your use of the Portal.

Proprietary Rights

The Portal is the exclusive property of and owned by Whitehead. The Portal contains content including, but not limited to, text, photographs, graphics, icon buttons, images, artwork, names, logos, trademarks, service marks and data (“**Content**”) in any form including the compilation thereof, that is protected by U.S. and international copyright, trademark and other intellectual property law and conventions. The Content may include both Content owned or controlled by Whitehead and Content owned and controlled by third parties and licensed to Whitehead. Access to the Portal does not confer any license under any of our or any third party's intellectual property rights. Except as permitted under these Terms, you agree not to sell, license, copy, reproduce, modify, republish, transmit, edit, adapt, create derivative works from, distribute, or otherwise make unauthorized use of any of the Content in whole or in part by any means without our express written consent.

Privacy Policy

You can learn how we handle your information when you use the Portal by reading our Privacy Policy. We encourage you to become familiar with our Privacy Policy because, by using the Portal, you consent to the collection, use, disclosure and other handling of information consistent with that Privacy Policy.

User Information

In these Terms, your “**User Information**” means any material that you submit to us through your use of the Portal for whatever purpose. You agree only to provide User Information that is accurate and you agree to keep you User Information current. In the event that we have inaccurate or outdated User Information (such as billing address) on file, or in the event your actual use of the Portal is not consistent with the scope or requirements set forth in a purchase order (such as in the event you use the Portal pursuant to an expired purchase order or include insufficient funds with a purchase order), you will still be responsible for full and timely payment to us of such amounts that are due and payable to us in connection with your use (including actual use) of the Portal. You own your User Information and you hereby grant, and agree to grant, Whitehead an unrestricted, worldwide, irrevocable, non-exclusive, perpetual, fully-paid, royalty-free, transferrable license to access, view, display, reproduce, adapt, publish, translate, store, host, cache, maintain, modify, distribute and otherwise use and exploit your User Information in any manner, provided that it is in accordance with the Privacy Policy and applicable law. You also grant Whitehead the right to sublicense these rights through multiple tiers and the right to bring an action for infringement of these rights.

Accounts, Passwords and Security

You are required to set up an account to use the Portal, and to set up an account you will require a username and password. You are solely responsible for (a) maintaining the confidentiality of your username and password and (b) all activities that occur under your username. If, in the process of setting up an account, you provide us with any information that is untrue, inaccurate, not current or incomplete, or if we have reason to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Portal. You shall notify us immediately of any loss or theft of your password, or if the confidentiality of your password has otherwise been compromised in any way. We will not be responsible or liable for any loss, expense or damage arising in any way from the use of your account and/or accessing information or materials therewith.

Third Party Content

The Portal may contain links to websites or other content owned or operated by third parties (the “**Third Party Content**”). You acknowledge that the Third Party Content is provided for your convenience only. We do not control Third Party Content and we are not responsible for the content or performance of those sites. The inclusion of Third Party Content does not imply any endorsement of such Third Party Content or any association with the parties that own or operate the Third Party Content. You acknowledge that use of Third Party Content is strictly at your own risk including, but not limited to, any risks associated with destructive viruses, and that Whitehead makes no warranties, express, statutory or implied, with respect to such Third Party Content. These Terms do not govern your use of any Third Party Content and you are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the Third Party Content. To the maximum extent permitted by applicable law, we will not be liable for any Third Party Content linked to through the Portal, including, but not limited to, any inaccuracies, errors or omission in any content, any intellectual property infringement with relation to the Third Party Content, or any loss or damage of any kind incurred as a result of the use of any Third Party Content linked in or otherwise made available via the Portal.

Notice of Copyright Infringement

The Digital Millennium Copyright Act of 1998 provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the website infringes your copyright, please send us a notice containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.

- Contact information for the notifying party, including name, address, telephone number, and email address.
- 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.
- 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.

Please submit this notice to Whitehead at wisce-copyright@wi.mit.edu.

Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PORTAL, ACCESS TO THE PORTAL, AND ALL RELATED CONTENT, SERVICES AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE PORTAL WILL BE AVAILABLE FOR USE OR THAT ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WHITEHEAD DOES NOT WARRANT THAT ANY PART OF THE PORTAL WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK, INCLUDING BUT NOT LIMITED TO THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE PORTAL.

WHITEHEAD DOES NOT WARRANT THAT THE PORTAL, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PORTAL OR ELECTRONIC COMMUNICATIONS SENT FROM THE PORTAL ARE FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHITEHEAD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES, PRIVACY OR SECURITY PRACTICES OR INFORMATION FOUND ON THIRD PARTY WEBSITES OR APPS THAT LINK TO OR FROM THE PORTAL.

Without limiting the foregoing, we are not responsible or liable for the accuracy, usefulness, timeliness or availability of any information transmitted or made available via the Portal, and are not responsible or liable for any error or omissions in that information. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all content, features and functions of the Portal.

If you elect to access and/or use the Portal from outside of the United States, we make no warranties that materials on the Portal are appropriate for compliance with any laws of your specific jurisdiction. You agree that you are solely responsible for compliance with any laws of your specific jurisdiction and further agree that you shall not use the Portal if you are restricted by any local, state, national or international laws.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL WHITEHEAD, ITS LICENSORS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS ARISING OUT OF OR RELATED TO THE PORTAL (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE PORTAL, STOPPAGE OF OTHER WORK OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN THE EVENT OF ANY PROBLEM WITH THE PORTAL, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE PORTAL. UNDER NO CIRCUMSTANCES SHALL WHITEHEAD BE LIABLE IN ANY WAY FOR YOUR USE OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR RELATED TO, THE USE OF THE PORTAL. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Indemnity

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Whitehead and its licensors, officers, directors, employees, agents, and affiliates (the “**Indemnitees**”) from and against all third party complaints, charges, claims, losses, expenses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Portal; and (b) your breach of these Terms, in each case unless caused by such Indemnitee’s misrepresentation, gross negligence, willful misconduct or fraud.

Severability

If a portion of these Terms is determined to be unlawful, void or unenforceable, it will not affect the enforceability of the remaining provisions and the remaining provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Termination

These Terms are effective unless and until terminated by either you or Whitehead. You may terminate these Terms at any time, provided that you discontinue any further use of the Portal. We also may terminate these Terms, in our sole discretion, at any time and may do so immediately and without notice, and accordingly deny you access to the Portal.

Final Terms

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Whitehead in relation to your use of the Portal.

Miscellaneous

Headings used in these Terms are for reference purposes only and in no way define or limit the scope of the section. The following provisions survive the expiration or termination of these Terms: Proprietary Rights; User Information; Third Party Content; Limitation of Liability; Indemnity; and Miscellaneous.

Contact Us

If you have any questions or concerns about these Terms, please contact us:

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