

# ICES online library Terms & Conditions

These terms (the "Terms") describe the rights and responsibilities that apply to use of the website at [www.figshare.com](http://www.figshare.com) and associated domains (the "Site"), and the products and services made available in connection with the Site (together with the Site, the "Service" as further defined below). Please read them carefully. By accessing or otherwise using the Site or any other part of the Service, you agree to be bound by these "Terms" as part of a legally binding contract.

## Introductions

### About Us

The Service is operated by Figshare LLP ("Figshare"), a limited liability partnership registered in England & Wales (No.OC378473). Figshare is part of Digital Science.

The Research Objects held on the Service pertain to the work of the International Council for the Exploration of the Sea (ICES), an intergovernmental marine science organization. Management and regulation of the platform and its contents will be performed by staff of the ICES Secretariat, acting in their role of providing secretarial, administrative, scientific, and data handling support to the ICES community.

### About You

If you agree to these Terms as an individual, you must be at least 16 years old and otherwise of legal age to form a binding contract. If you are acting on behalf of an institution, business, organization, agency or other entity (an "Organization"), you must ensure that: (i) you have authority to bind that Organization to these Terms, and your agreement to these Terms will be treated as the agreement of the Organization, and (ii) any individual or entity to whom you provide access to the Service is made aware of and complies with these Terms. In that case, "you" and "your" in these Terms shall refer to the Organization you represent.

### About the Research Objects on the Service

Parts of the Service are used to make research outputs available in a shareable and discoverable way. If you access, via the Service, research objects or other Content deposited by a user or originating from a public third party resource ("Published Content"), you expressly acknowledge that nothing in these Terms transfers or grants you any licence or right in respect of that Published Content, but without prejudice to any licence or right granted to you by the relevant rightsholder ("Published Content Licence").

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Figshare does not review the content of any Published Content and specifically excludes (without limitation) any warranty regarding the scientific accuracy, completeness or quality of the information contained in the Published Content. You acknowledge all Published Content is accessed, used and relied upon entirely at your own risk and you will be solely responsible for any loss or liability that may arise from the same.

For purposes of these Terms, the term "Content" includes any data or dataset, text or article, figure, image, software, code, script, graphic or interactive feature, or any other resource, information or content.

## **About the Service**

You acknowledge that the Service (excluding the Published Content) is owned by or licensed to Figshare and/or its affiliates, and is protected by copyrights, trademarks, service marks, patents, trade secrets and/or other industrial and proprietary rights and laws, including international conventions and treaties ("Proprietary Rights"). In particular, you acknowledge that the Site and other parts of the Service, including its underlying databases, are protected by copyright as collective works and/or compilations pursuant to copyright and database laws.

Nothing in this Agreement shall operate to transfer any Proprietary Rights in any part of the Service or give rise to any implied rights. You agree not to remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any Content or other part of the Service.

Reference to the "Service" in these Terms includes associated documentation and APIs, and other sites that refer to these terms, operated by or on behalf of Figshare, together with the Content made available on or via any other part of the Service, as the context permits.

# Using the Service

## Acceptable Use

Without prejudice to any Published Content Licence or Contract, the Service is provided only for your personal, non-commercial research purposes, at all times subject to these Terms. You shall not otherwise use any part of the Service without the prior and express written agreement of Figshare.

By way of example, and not as a limitation, you shall not, do or assist, encourage or permit any person to do any of the following in respect of any part of the Service:

- copy, save to the extent necessary for viewing the Content in your browser or where specifically made available for download, for that purpose;
- distribute, give or allow access to or otherwise make available to any other person, or frame, mirror, overlay, or employ other technologies used to enclose, display or similar;
- modify, translate, adapt or create derivative works;
- sell, rent, lease, license, loan, commercialize or use for the benefit of any other person nor in connection with any direct or indirect revenue-generating activities (including generating internet traffic for websites containing advertising) or that result in developments that are used for such activities. For the avoidance of doubt, uses in connection with work that is carried out on the request, or at the direction or expense, of a person will be considered as being for the benefit of that person;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing", run any form of auto-responder or "spam" or use in connection with any unsolicited communication, advertising or similar;
- use in connection with any search functionality, or to otherwise power any products / apps / tools / systems, accessed by or on behalf of any other person;
- attempt to bypass any measure intended to prevent or restrict non-authorized use, make use of any means of access not made available for that purpose (including via accounts, computer systems or networks connected to the Service) or probe, scan, or test for vulnerabilities;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms except to the extent reserved by applicable laws and having given Figshare prior notice;
- use any manual or automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape, spider or mine, except those expressly authorized by Figshare in advance in writing.

Additionally, you must not take any action that imposes or may impose (as determined by Figshare in its sole discretion) an unreasonable or disproportionately large load on Figshare (or its third party providers') infrastructure nor interfere or attempt to interfere with the normal

and proper working of the Service or any activities conducted on the Service. Without limiting that discretion, Figshare may determine unreasonable usage by comparing your activity for any given period against the average for all equivalent users of the relevant part of the Service.

## **Registration**

You may browse the Site without registering, but as a condition to using certain parts of the Service, for example to deposit Content, you may be required to register with Figshare and select a password and user name ("User ID"). You must not: (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise offensive or obscene. Figshare reserves the right to refuse registration of, or cancel a User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of any password. You shall not: (i) impersonate or try to impersonate another person; (ii) disclose your password to anyone else; (iii) allow anyone else to use your account; or (iv) use anyone else's account. You must immediately notify Figshare in writing of any unauthorized use of your account, or other account related security breach of which you become aware.

You represent that all information you provide is accurate and truthful and that you will maintain the accuracy and truthfulness of such information by any feature we make available for that purpose or otherwise by notifying Figshare in writing.

### **Personal Accounts at figshare.com**

Individuals may register personal accounts at figshare.com ("Personal Accounts") to use for their personal, non-commercial research purposes. If you register a Personal Account, you should only deposit your own research to that account, and only publish Content that you are free to publish, after any embargo period has expired and always in accordance with the requirements of any funding. You must also comply with the "User Submissions" section below.

## **Privacy and Security**

### **Privacy Policy**

For information on how Figshare collects, processes and uses your personal information, please refer to the privacy policy at [figshare.com/privacy](https://figshare.com/privacy) which is subject to and forms part of these Terms. The privacy policy will apply to personal information collected in connection with a Personal Account.

The [ICES privacy statement for Publications](#) describes policies concerning the gathering and use of information provided by individuals submitting manuscripts or reports for publication by

ICES. These policies extend to content submitted for inclusion in the online repository, including the External Publications Database. Where names and contact emails are asked for in the External Publications submissions form, these are for internal use only by the Secretariat staff members with administrative permissions ("Administrators"). This data is being collected so that the Administrators can contact the submitter during the review process – it will be used to request clarifications or further information on the publications' connections to ICES if required. Administrators will also send the submitter a notification upon acceptance, using the email address provided. The data will not be stored anywhere other than in the submission form, and after the review process those data will be deleted. The communications sent to submitters (and replies) are protected by ICES IT systems and is only password accessible by ICES staff members. Communications will be permanently deleted after one month.

## **Security**

The security of your private Content is a key priority for Figshare. For a description of the safeguards Figshare aims to keep in place in respect of your private Content, please refer to the Figshare knowledge portal at [knowledge.figshare.com](https://knowledge.figshare.com). These safeguards will typically include measures to prevent unauthorized access, use, modification, deletion and disclosure of your private Content, while noting they vary or may not apply depending on the part of the Service you are using. For example, the Content on a Portal may be hosted by the Portal Owner, the security of which Figshare has no control. While Figshare makes regular backups of the Content it hosts, you should always keep a local copy of your important files.

## **User Submissions**

### **What's a User Submission?**

The Service may provide you with the ability to deposit, create, store, distribute, publish or otherwise submit ("Submit" or similar) Content on or to the Site or otherwise using the Service (collectively, the "User Submissions"). Without limiting the foregoing, User Submissions may be Submitted when you: (i) upload or import content, (ii) synchronize content such that the Service stores or "mirrors" content, (iii) add comments, edits or annotations, or (iii) share with another person any content, whether by email or other means.

This section also covers content submitted to the ICES External Publications Database.

### **Ownership**

Nothing in these Terms transfers ownership of any Content from you to Figshare, so you must ensure that Figshare is authorized and otherwise free to lawfully host and otherwise use any User Submission as envisaged by these Terms or the relevant Service. You also agree to provide such information as Figshare may request to demonstrate that you own or otherwise control all

rights required to make any Submission in accordance with these Terms and to grant the rights envisaged.

For clarity, these Terms do not grant Figshare any rights to Submissions beyond those required to operate, support and otherwise provide the Services, or as otherwise specified. For example, these will include rights to host, reformat and index User Submissions and product improvement, analytical, reporting and research purposes. If you (or in the case of Portals, the Portal Owner) have chosen to make any User Submission publicly available, these will also include rights to process that Content, and associated metadata, to make it more discoverable, and make the same available to others on an indefinite basis, including via Figshare.com. You understand that such User Submissions, and those that you may have chosen to share, will be accessed by individuals or entities that Figshare does not control. The rights and licences granted to Figshare shall extend to its affiliates and trusted third parties (for the purpose of their work for Figshare).

## **Content You Must Not Submit**

You shall ensure that no part of any User Submission: (i) violates, infringes or makes unauthorised use of any Proprietary Rights (ii) is defamatory, derogatory, discriminatory or violates any rights of privacy (iii) breaches, causes the breach, or promotes or encourages the breach of, any applicable law (iv) contains a virus, malware or other potentially harmful component, information or instructions (v) is indecent, obscene, offensive, abusive, sexually explicit, violent or pornographic (vi) contains educational records, health or other sensitive personal, highly classified or regulated information or personal information of others, or which you are not authorised to upload, publish or share (vii) is fraudulent or known to be false or misleading or (viii) could result in any claim or action against Figshare, ICES or affiliates, or damage their goodwill or reputation in any way.

## **Figshare's Removal Rights**

Figshare shall have no obligation to review any User Submissions, whether private or public, which you acknowledge are the sole responsibility of the person(s) that made the Submission. While Figshare is not responsible for any User Submission, it reserves the right, without notice, at its sole discretion and without liability, (i) to alter, delete or block access to content that it deems to be inappropriate or insufficiently protected, and (ii) to restrict or remove User access where it considers that use of Figshare interferes with its operations or violates these Terms of Use or applicable laws (including upon receipt of claims or allegations from third parties or authorities relating to such User Submission or if Figshare is concerned that the Submission otherwise breaches these Terms). In the case of Portals, it may be that Figshare requires the Portal Owner to take this action rather than to intervene itself.

## **ICES Role in Submissions**

ICES Secretariat staff (those with adequate permissions) will be responsible for submitting content published under the auspices of Expert Groups and Strategic Initiatives, as well as other ICES resources, on the Service. Where practical, submissions will be reviewed and approved by the Administrators before final publication. In some cases, due to time-restraints, submissions will not be reviewed by Administrators before publication. Administrators may, however, edit metadata after publication to ensure they conform to the platform's and ICES standards.

Individuals from the wider ICES Community will have the ability to submit links to content ("external publications") connected to ICES in other ways, such as: (i) publications linked to ICES Expert Groups; (ii) publications resulting from ICES sponsorship or funding; (iii) publications using ICES data or (iv) other connections to ICES. The same submission rules listed above apply in this case. These external submission links and accompanying metadata will be reviewed and approved/refused by the Administrators in accordance with the [Submission Guidelines for External Publications]. The Administrators can be contacted at [editor@ices.dk](mailto:editor@ices.dk)

## **General**

### **Separate Contract and Additional Terms**

If you are accessing and/or otherwise using the Service pursuant to a separate agreement between Figshare (or one of its affiliates) and the Organization that you belong to or are acting for ("Contract"), your use will also be subject to the Contract, provided to the extent there is any conflict, the terms of the Contract shall prevail. For the avoidance of doubt, nothing in these Terms shall impose additional obligations on any such Organization nor give rise to any claims by it against Figshare (or any of its affiliates), whose relationship with the Organization shall be exclusively governed by the Contract.

Usage restrictions and other additional terms and conditions ("Additional Terms") may apply to certain parts of the Service and shall form part of these Terms. You shall comply with all Additional Terms referenced on any part of the Service you use, including as may be posted to the Site, referenced on the Content or otherwise that you are given notice of, together with any Published Content Licence, and to the extent there is any conflict between the Additional Terms and other parts of these Terms, the Additional Terms shall prevail in respect of the relevant part of the Service.

### **Changes to the Service**

Figshare reserves the right, at its sole discretion, to change, suspend, or discontinue any part of the Service at any time without notice to you. This may involve the removal of any Content from the Service.

## **Changes to these Terms**

Figshare reserves the right, at its sole discretion, to modify or replace any of these Terms at any time. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Service following the posting of any changes to the Site or otherwise notified to you constitutes acceptance of those changes.

These Terms were last updated in November 2021. Previous versions are available [here](#).

## **Third Party Sites**

If any part of the Service is made available on or through other websites or other resources on the Internet and or includes links to such resources, or other websites or resources contain links to any part of the Service, this is done for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and Figshare disclaims all liability arising therefrom.

## **Termination**

Figshare may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of information associated with your account, including User Submissions. Upon termination, all rights granted under this Agreement shall terminate and you shall immediately stop using the Service. If you wish to terminate your account, you may do so by following instructions available on the relevant part of the Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers, indemnities and limitations of liability.

## **Warranty Disclaimer**

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## **Indemnification**

You shall defend, indemnify, and hold harmless Figshare and its affiliates, and their respective officers, directors, employees or agents, on demand from all losses, liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Service, violation of these Terms, or infringement or violation by you or caused by you, or any third party using your account, of any Proprietary Rights or other right of any person. Figshare reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Figshare in asserting any available defenses.

## **US Government users**

The Service is provided as "commercial computer software" / "commercial computer software documentation" and other commercial items including "technical data of a commercial item", as applicable. If any U.S. Government user requires rights beyond those expressly granted in these Terms, or has other requirements not met by these Terms / the Service, it should immediately discontinue use of the Service.

## **Limitation of Liability**

IN NO EVENT SHALL FIGSHARE, ITS AFFILIATES, SUPPLIERS, PARTNERS, INTEGRATORS, PORTAL OWNERS, LICENSORS OR CONTENT PROVIDERS (NONE OF WHICH, FOR THE PURPOSES OF THIS CLAUSE, SHALL INCLUDE YOU) OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) (IN THE AGGREGATE) OR THE FEES PAID BY YOU FOR THE SERVICE DURING THE 12-MONTH PERIOD PRECEDING THE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OR SAVINGS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES NOR FOR DATA LOSS OR CORRUPTION; OR (IV) FOR ANY MATTER ARISING FROM YOUR BREACH OR NEGLIGENCE, OR BEYOND FIGSHARE'S REASONABLE CONTROL. THE FOREGOING PROVISIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **Fees**

Although parts of the Service may be made available for free to certain users, this is done at Figshare's absolute discretion. Figshare reserves the right to introduce new fees and change its price list at any time, upon notice to you, including by posting details of such change on the Site.

## **Disputes**

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in Middlesex County, Massachusetts, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under these Terms shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the District of Massachusetts. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including this section.

## **Integration and Severability**

These Terms are the entire agreement between you and Figshare with respect to the Site, Content and other parts of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Figshare with respect to the same. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either

party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **Miscellaneous**

Figshare shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Figshare's reasonable control, including mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with Figshare's prior written consent. Figshare may assign, transfer or delegate any of its rights and obligations hereunder without consent. Any reference to "includes" and "including" shall mean including without limitation and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

All notices under the Contract will be in writing and by email, although notice of information that is not specific to you may also be given by posting on a status or other webpage related to, or otherwise via, the Service. Notices to Figshare must be sent to [info@figshare.com](mailto:info@figshare.com), except for legal notices, such as notices of termination or a claim, which must also be sent by hand or registered mail to the UK address below and marked for the attention of the Legal Department. Notices will be deemed to have been duly given (i) in the case of emails (except legal notices) the business day after it is sent; (ii) in the case of notices via the Service, the day of the notice; and (iii) in the case of legal notices, if delivered by hand, upon delivery, or if sent by registered mail, on the recorded date of receipt.

## **Getting in touch**

### **Your Feedback**

Feedback, suggestions or other comments, about the Services are welcome. Please keep in mind these may be used and disclosed without any obligation to you.

### **Contact**

If you have any questions about these terms or any part of the Service, please email us at [info@figshare.com](mailto:info@figshare.com) or write to us at our registered address at: The Campus, 4 Crinan Street, London, United Kingdom, N1 9XW. Figshare is part of Digital Science.

The ICES online repository Administrators, based at the ICES Secretariat (H. C. Andersens Boulevard 44-46, DK 1553 Copenhagen V, Denmark), can be contacted at [editor@ices.dk](mailto:editor@ices.dk)