

Conditions of Use Agreement

Including Intellectual Property Protection, Data Governance, Privacy, and Regulatory Compliance (HIPAA, GDPR)

1. Introduction

Welcome to TeraOpenScience (“we,” “our,” or “us”). By accessing or using our website, products, software, and related services (“Services”), you agree to be bound by these Terms of Service (“Agreement”). If you do not agree to these terms, do not use the Services.

2. Definitions

- “User” or “you” means any individual or entity who accesses or uses the Services.
- “Content” means all data, information, text, images, video, audio, and other material uploaded, posted, or otherwise transmitted through the Services.
- “Personal Data” has the meaning given under the General Data Protection Regulation (GDPR) and includes Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), as applicable.

3. Intellectual Property Protection

- All content and materials available on the Services, including but not limited to text, graphics, website name, code, images, and logos, are the intellectual property of TeraOpenScience or its licensors and are protected by applicable copyright, trademark, and other intellectual property laws.
- Users retain ownership of content they submit, post, or display on or through the Services. By submitting content, you grant TeraOpenScience a non-exclusive, worldwide, royalty-free, and sublicensable license to use, reproduce, modify, adapt, publish, and display such content solely for the purpose of operating, developing, and improving the Services.
- Unauthorized use of the intellectual property owned by TeraOpenScience or third parties is strictly prohibited. You agree not to copy, reproduce, modify, or create derivative works except as expressly authorized.

4. Data Governance

- We implement policies and procedures to ensure that data collected, managed, and stored through our Services is accurate, secure, accessible, and used only for authorized purposes.
- Data is retained only as long as necessary for the purposes defined in our Privacy Policy or as required by law. Data may be anonymized and aggregated for analytical and performance purposes.

- We restrict access to personal data to authorized personnel and maintain physical, technical, and administrative safeguards to protect it from unauthorized access, alteration, disclosure, or destruction.
- We perform regular audits and assessments to ensure ongoing compliance with our data governance policies and applicable legal and regulatory requirements.

5. Privacy Terms

- Your privacy is important to us. Please refer to our Privacy Policy.

6. User Responsibilities

- You agree to use the Services in accordance with all applicable laws, regulations, and these Terms of Service.
- You are responsible for maintaining the confidentiality of your account credentials and for any activity under your account.
- You must not use the Services to upload, store, or transmit malicious code, infringe intellectual property rights, or violate privacy laws.

7. Disclaimer of Warranties

- The Services are provided “as is” and “as available.” We make no warranties, express or implied, regarding the Services’ reliability, availability, or fitness for a particular purpose.

8. Limitation of Liability

- To the maximum extent permitted by law, TeraOpenScience and its affiliates, directors, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Services.

9. Indemnification

- You agree to defend, indemnify, and hold harmless TeraOpenScience, its affiliates, and their officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising from your use of the Services or violation of these Agreement terms.

10. Changes to This Agreement

- We may update these Terms of Service from time to time. We will notify you of significant changes by posting the new terms on our website or by other means as required by law. Continued use of the Services after changes constitutes acceptance of the new terms.

11. Termination

- We reserve the right to suspend or terminate your access to the Services at any time for violations of these Terms or for other reasons at our sole discretion.
- Upon termination, your right to use the Services ceases immediately, but the intellectual property, indemnification, and limitation of liability clauses survive termination.

12. Governing Law and Dispute Resolution

- This Agreement is governed by the laws of Minnesota, without regard to conflict of law principles.
- Any disputes will be resolved through good faith negotiations, and if necessary, through binding arbitration.

This Agreement constitutes the entire understanding between you and TeraOpenScience concerning the Services and supersedes any prior agreements. Your continued use of the Services signifies your acceptance of these Terms.