

Figshare users terms and conditions

These terms (the "**Terms**") describe the rights and responsibilities that apply to use of the website at 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.

Some 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.

About You

If you agree to these Terms as an individual, you must be at least 16 years old and must be willing to adhere to these Terms and all applicable policies and procedures of Chapman University.

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**").

Details of the Published Content Licence for a particular item of Published Content are typically referenced in the associated metadata and/or listed on the page on which the Published Content is displayed and, for example, may be in the form of a [creative commons](#) license. You agree not to remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, or licence terms / restrictions, used in relation to any Published Content.

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 or publish 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.

Custom Figshare Portals

Figshare operates and supports custom **Figshare** portals ("**Portal**") to help organizations make their research outputs available in a citable, shareable and discoverable manner. Portals may be hosted on a subdomain of figshare.com or a separate URL.

You are associated with Chapman University, an Organization ("**Chapman**") that has its own Portal, and you may be able to register an account that is linked to that Portal. YOU EXPRESSLY ACKNOWLEDGE THAT CHAPMAN WILL HAVE CERTAIN ADMIN RIGHTS OVER SUCH AN ACCOUNT AND ACCESS TO / CONTROL OVER THE DATA YOU PROVIDE AS PART OF THE ACCOUNT REGISTRATION PROCESS ("**ACCOUNT DATA**") AND CONTENT YOU DEPOSIT TO THE PORTAL. For example, Chapman may enable or disable your access to the Portal, track usage, and configure deposit and publication settings. Accordingly, you should review Chapman's policies before depositing Content and otherwise using a Portal. While such policies do not form part of these Terms, by using any part of a Portal that requires registration, you agree to comply with them. If you have any questions about Chapman's policies, you should discuss them with the university. In addition to those policies, you must comply with the "User Submissions" section below.

If Chapman chooses to close a Portal, typically you will have the option to transfer your Content to a Personal Account, although this may depend on the terms of Figshare's contract with the university. Notwithstanding, Content that has been published via a Portal may continue to be publicly accessible at figshare.com and other sites on an indefinite basis.

Privacy and Security

Privacy Policy

For information on how Figshare collects, processes and uses your personal information, please refer to the privacy policy at figsh.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.

In the case of Portals, we will only use or otherwise process Account Data to perform our obligations under the Contract and otherwise in accordance with the instructions of the Portal Owner. Accordingly, you should refer to the privacy policy of the Portal Owner for information about how it collects, processes and uses your personal information.

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. 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.

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 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 Chapman University to take this action rather than to intervene itself.

General

Separate Contract and Additional Terms

Your use will also be subject to a separate agreement between Figshare (or one of its affiliates) and Chapman University ("**Contract**"), For the avoidance of doubt, nothing in these Terms shall impose additional obligations on Chapman nor give rise to any claims by it against Figshare (or any of its affiliates), whose relationship with the university 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, to the extent permitted by its contract with Chapman University. 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, to the extent permitted by its contract with Chapman University. 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.

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

When permitted in its Contract with Chapman University, 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.

[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 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.

US Copyright Dispute Policy

Figshare has adopted the following policy toward copyright infringement in the United States in accordance with the Digital Millennium Copyright Act or DMCA. The address of Figshare's Designated Agent to Receive Notification of Claimed Infringement ("**Designated Agent**") is listed at the end of this Section. It is Figshare's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- identification of works or materials being infringed;
- identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Figshare is capable of finding and verifying its existence;
- contact information about the notifier including address, telephone number and, if available, email address;
- a statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
- a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent it is Figshare's policy:

- to remove or disable access to the infringing material;
- to notify the content provider, member or user, that it has removed or disabled access to the material; and
- that repeat offenders will have the infringing material removed from the system and that Figshare will terminate such content provider's, member's or user's access to the Service.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's

agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

- a physical or electronic signature of the content provider, member or user; identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- a statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Figshare is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Figshare may send a copy of the counter-notice to the original complaining party informing that person that Figshare may replace the removed material 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 material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Figshare's discretion.

Please contact Figshare's Designated Agent to receive notification of claimed infringement at copyright@digital-science.com or the following address:

Digital Science
625 Massachusetts Avenue, Cambridge, MA, 02139
Attention: Legal Department