

# Ergo Terms of Service

September 2014

## 1. ACCEPTANCE OF TERMS

The Board of Trustees of the University of Illinois ("University") through its Ergo software project, (Ergo), provides the information on this Web site as provided in these Terms of Service ("TOS"). Ergo may update the TOS at any time and without prior notice by posting a new version at <http://ergo.ncsa.illinois.edu>. The information on this site and your use of it is subject to the most recent version of the TOS posted.

## 2. DESCRIPTION OF SERVICE

Ergo may now or in the future provide you with access to and the opportunity to contribute content to software and source code, discussion lists, forums, and a variety of other services ("Ergo Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Ergo Service shall be subject to the TOS. Source code contributions may additionally be subject to a Contributor's License Agreement.

## 3. YOUR REGISTRATION OBLIGATIONS

Registration may be required before you are granted access to, or allowed to participate in some portion of the Ergo Service ("Registered Services"). By registering, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you register, you agree to provide true, accurate, current and complete information about yourself as prompted by the Ergo Service's registration forms. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Ergo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ergo has the right to suspend or terminate your account and refuse any and all current or future use of the Registered Services or any portion thereof.

## 4. ERGO PRIVACY POLICY

Registration Data and certain other information about you is subject to the University Web Privacy Notice ([http://www.vpaa.uillinois.edu/policies/web\\_privacy.cfm](http://www.vpaa.uillinois.edu/policies/web_privacy.cfm)).

## 5. CONDUCT

You will abide by reasonable administrative directives issued by Ergo from time to time concerning the access or use of the Ergo Service. You understand that all information, data, text, software, graphics or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Ergo, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Ergo Service. In addition to any other terms and conditions of this agreement, you agree to not use the Ergo Service to:

- 1) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, sexually suggestive or abusive, or racially, ethnically or otherwise objectionable or stalk any person;
- 2) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 3) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Ergo Service;
- 4) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or other relationships;
- 5) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- 6) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation;
- 7) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- 8) disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges;
- 9) damage, disrupt, interfere with, diminish, or render inaccessible or unusable the Ergo Service or servers or networks connected to the Ergo Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Ergo Service;
- 10) intentionally or unintentionally violate any applicable local, state, national or international law, , including, without limitation, by engaging in unauthorized access or unauthorized use of the Ergo Service or any accounts, computers or networks related to the Ergo Service;
- 11) collect or store personal data about other users obtained in connection with the prohibited conduct and activities set forth in paragraphs above;
- 12) share passwords or other access information or otherwise authorize any third party to access or use the Ergo Service on your behalf;
- 13) view any information that you are not authorized to view nor will you attempt to view or obtain any data through any means from the Ergo Service that you are not authorized to access or view;
- 14) initiate a denial of service attack from or against the Ergo Service or release a virus, trojan horse, worms or other malware or spyware from or against the Ergo Service;
- 15) store, host, view or distribute child pornography;
- 16) take any action that encourages or assists others in engaging in any acts prohibited under this agreement (including, without limitation, providing others with the ability to access data they should not be able to access).

## 6. CONTENT MADE AVAILABLE FOR INCLUSION ON THE ERGO SERVICE

Ergo claims no ownership of Content you submit or make available for inclusion via the Ergo Service. However, with the exception of source code contributions subject to a Contributor's License Agreement you have entered into with Ergo (Source Code), for any Content you submit or make available for inclusion on the publicly available Ergo Service, you irrevocably grant Ergo the perpetual, worldwide, royalty-free and non-exclusive license, with the right to sublicense through multiple tiers of sublicensees, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content, in whole or in part, on the Ergo Service or other publications by Ergo in any media whether now existing or which come into the existence into the future and to provide that information under a [Creative Commons Attribution 4.0 International License](#).

You acknowledge that Ergo and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, move, or remove any Content you made available via the Ergo Service. You acknowledge, consent and agree that University and Ergo may access, preserve and disclose your account information and Content to third parties if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOS;
- (c) respond to claims that any Content violates the rights of third parties;
- (d) protect the rights, property or personal safety of Ergo its users and the public.

## 7. INDEMNITY

You agree to indemnify and hold Ergo and University and its trustees, directors, officers, faculty, staff, students, employees, and agents harmless from and against any demand, claim, damages, losses, or other expenses, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Ergo Service, your violation of the TOS, or your violation of any rights of another.

## 8. MODIFICATIONS TO ERGO SERVICE

You acknowledge that Ergo may establish general practices and limits concerning use of the Ergo Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Ergo Service. You further acknowledge that Ergo reserves the right to modify these general practices and limits from time to time. Ergo reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Ergo Service (or any part thereof) with or without notice. You agree that Ergo shall be liable to you or to any third party for any modification, suspension or discontinuance of the Ergo Service.

## 9. TERMINATION

You agree that Ergo may terminate your access to the Ergo Service or any portion thereof for violations of the TOS or requests by authorized law enforcement or other government agencies.

## 10. EXTERNAL LINKS

The Ergo Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Ergo has no control over such sites and resources, you acknowledge and agree that Ergo is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Ergo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource. Further disclaimers regarding external sites and are set forth in the [University Web Privacy Notice](#).

## 11. DISCLAIMER OF WARRANTIES

You expressly understand and agree that: Your use of the Ergo Service is at your sole risk. Ergo Service is provided on an "as is" and "as available" basis. Ergo disclaims all warranties for the Ergo Service as set forth in the [University Web Privacy Notice](#). No advice or information, whether oral or written, obtained by you from Ergo or through or from the service shall create any warranty not expressly stated in the TOS.

## 12. LIMITATION OF LIABILITY

You expressly understand and agree that Ergo is not be liable to you for your use of or your inability to use the Ergo service. Ergo also disclaims liability as further provided in the [University Web Privacy Notice](#).

## 13. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Ergo respects copyright law and require You to do the same. Ergo expressly prohibits the use of the Ergo Service for the illegal use of copyrighted material, and will, if notified by content owners, remove or take other steps to prevent copyrighted material from being posted or otherwise shared via the Ergo Service. For notices hereunder, please contact [ergo-dev@ncsa.illinois.edu](mailto:ergo-dev@ncsa.illinois.edu).

## 14. ADDITIONAL PROVISIONS

Entire Agreement. The TOS and any Contributor's License Agreement you enter for Source Code constitutes the entire agreement between you and Ergo and governs your use of the Ergo Service, superseding any prior agreements between you and Ergo with respect to the Ergo Service.

Choice of Law and Forum. The TOS and the relationship between you and Ergo shall be governed by the laws of the State of Illinois, as set forth the in the [University Web Privacy Notice](#).

Waiver and Severability of Terms. The failure of Ergo to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.