

The Collaborative Library – Terms & Conditions

Please read these T&C carefully – they govern your use of our website and products. By choosing to sign up as a member or contributor you and we are agreeing to the obligations, rights and responsibilities set out herein.

1. These terms

- 1.1 What these terms cover. These are the terms and conditions on which we supply services and digital content to you.
- 1.2 Why you should read them. Please read these terms carefully before you transact with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 Who we are. We are The Collaborative Library Ltd, a company registered in England and Wales. Our company registration number is 13660966 and our registered office is at 12 Pavement, Pocklington, York YO42 2AX.
- 2.2 How to contact us. You can contact us by writing to us at hello@thecollaborativelibrary.com
- 2.3 How we may contact you. If we have to contact you we will do so primarily by writing to you at the email address you provided to us in your registration. We may also use publically-available telephone numbers or such information as you may provide during the registration process.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. The nature of our relationship

- 3.1 You and The Collaborative Library (“TCL”/“We”) agree that your access to and use of the website www.thecollaborativelibrary.com (the “Website”) is subject to your agreement of these Terms and Conditions (the “T&C”). Services provided by TCL through the Website shall be referred to as the “Services.” By agreeing to be bound by the T&C, you are entering into a binding agreement (the “Agreement”).
- 3.2 The Services fall into two categories: Member, which entitles you to view material on the Website, and Contributor, which additionally entitles you to upload lay summaries onto the Website. Anybody may become a Member; Contributor status is available only to persons affiliated with an organisation that has entered into a prior agreement with TCL, to the effect that they become a “Participating Organisation.” Contributors

must hold a verified email address that proves your link with such Participating Organisation.

- 3.3 On signing up as a Member or Contributor and obtaining an Account (as defined below), you consent to your account registration information being used in accordance with our Privacy Policy.
- 3.4 You must be aged at least 18 in order to become a Member or Contributor.
- 3.5 TCL reserves the right to refuse or cancel the registration of any Account at any time and for any reason it deems appropriate. Upon termination (for any reason) or your registration as a Member or Contributor, access to your Account the Services will be suspended indefinitely.
- 3.6 TCL reserves the right to modify, suspend or discontinue the Services or the Website with or without notice, at any time.

4. How we may use your personal information

- 4.1 We will use your personal information only as set out in our Privacy Policy. In signing up for an Account, you are consenting to have your personal data used by us in accordance with this Policy.

5. Account

- 5.1 In order to become a Member or Contributor, we require that you register and/or create an account ("**Account**") by creating a user ID and password, and providing certain personal information ("**Registration Information**").
- 5.2 You agree to provide true, accurate, current and complete information about yourself in order fully to complete the Registration Information.
- 5.3 You agree to maintain and update promptly as appropriate the Registration Information to keep it true, accurate, current and complete.
- 5.4 Should we believe that your Registration Information is in any way and at any time incomplete or incorrect, we have the right to terminate your access to the Website and suspend your Account immediately.
- 5.5 You are responsible for maintaining the confidentiality and security of your Account and password, and remain fully responsible for all activities that take place under your password or Account.
- 5.6 You agree to inform us immediately should you suspect or become aware of any unauthorised use of your password and Account.

5.7 It is your responsibility to log out of your Account at the end of each usage. We will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to maintain your Account integrity and security, nor shall we be liable for any acts of omissions by anybody (including you) using your Account and/or password.

6. Participating Organisations

6.1 The provisions of this section shall apply to representatives of Participating Organisations.

6.2 If you are opening an Account for or in the name of any entity, including a journal, publisher, institution, university or any other Participating Organisation, by doing so you represent and warrant that:

- (a) You are duly authorised to act for and on behalf of the organisation in question;
- (b) The information you provide shall be true and accurate in all respects
- (c) You shall not use the Account for any purposes other than to represent the organisation in question

6.3 You agree that we may use the Participating Organisation's name and logo on the Website and elsewhere for the purposes of identifying the Participating Organisation in connection with the Services.

7. The Services

7.1 Use of the Services by Members and Contributors is restricted solely to personal, non-commercial use only.

7.2 Except as expressly provided for by these T&C, you may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, reuse, resell, license, create derivative works from, transfer or sell any information, content, material, software, product or service obtained from the Website or through the Services.

7.3 Any rights not expressly granted within these T&C are reserved.

7.4 In using of the Website and the Services, you further agree:

- (a) That your usage is subject to all applicable laws and regulations;
- (b) Not to use the Website or Services or submit content to the Website if you are under the age of 18;
- (c) Not to use the Website for illegal purposes;
- (d) Not to attempt to gain unauthorised access to other computer systems from or through the Website or the Services;
- (e) Not to upload or transmit any manner of harmful, disruptive or destructive file(s) or viruses of any kind; and/or

- (f) Not to interfere or disrupt in any way the security of the Website or the Services, or any system resource, Account, user ID, password, server or network connected to or accessible through the Website.

8. Content and Contributions

- 8.1 Your Account will allow you to create content for the Website (“**Contributions**”, which definition shall include any audio-visual material “**Video Contributions**”), which may include articles, manuscripts, photographs, videos, audio files, publications and reviews of the Services.
- 8.2 You agree not to post or publish on the Website any Contribution that is in violation of the Editorial Policy, which is hereby incorporated within and forms a substantive part of these T&C.
- 8.3 In respect of each Contribution attributable to you from time to time, you confirm and warrant the following, to the best of your knowledge and on behalf of yourself and any co-author (each an “**Author**” and together “**Authors**”):
 - (a) You are an Author of the Contribution;
 - (b) You have obtained permission from all other Authors of the Contribution to submit the Contribution to us;
 - (c) You have the right to post, publish or otherwise share the Contribution including, in the case of Video Contributions, rights in and to any images, tables, slide decks, sound recordings or other material as may appear within the Video Contribution;
 - (d) The facts contained within the Contribution are true and accurate, in accordance with accepted scientific reasoning at the time of posting;
 - (e) You are not breaching any duty of confidentiality, non-disclosure or any other right (whether express or implied) which the Authors owe to a third party, including any institution or organisation which authorised, supported or otherwise facilitated the creation or development of the Contribution, and you affirm that any such organisation or institution has knowingly authorised your posting or publication of the Contribution;
 - (f) You meet the requirements of these T&C to submit a Contribution; and
 - (g) Your use of the Website in submitting a Contribution does not contravene or otherwise breach these T&C in any manner.
- 8.4 You hereby grant to us an irrevocable, perpetual non-exclusive licence to use the Contribution in any form, media, software or technology of any kind now known or hereinafter developed, solely on the Website and associated social media channels, for the purposes of promoting and exploiting the Contribution (both commercially and non-commercially) in connection with the Services (for example, and notwithstanding the generality of the foregoing, in a searchable format that may be accessed by users of the Website and our YouTube channel).

- 8.5 You shall be solely responsible for creating backup or archive copies of each Contribution. We accept no liability for the loss, damage, corruption, or alteration to any Contribution.
- 8.6 We reserve the right (but are not bound by any duty or obligation) at any time to review or screen Contributions, and may refuse to post or choose to remove any Contribution for any reason, at any time and in our sole discretion.
- 8.7 For the avoidance of doubt, under the terms of the Licence granted herein, you may continue to use and share the Contribution for the purposes of academic and intellectual advancement and for the benefit of interested parties at large, but you may not seek to monetise the Contribution on YouTube or any other platform to which, from time to time, we upload the Contribution and monetise it under the terms of this Agreement.

9. Intellectual Property Rights

- 9.1 Acknowledging the consideration and profits sharing provisions as detailed below, you agree that the submission of a Contribution (including any Video Contribution) shall create an irrevocable, non-exclusive licence in our favour of, in and to any and all intellectual property rights as may from time to time subsist in such Contribution, including so-called moral rights (*droits morales*), for the purposes of the limited commercial exploitation of the Contribution. In return for the granting of this licence you shall be entitled to received consideration in the form of a profits share. We may also assign a Creative Commons licence to a Contribution in order to assist with its wider dissemination.
- 9.2 For the avoidance of doubt, in respect of each Contribution, you represent and warrant that:
- (a) You are the owner of the rights to which the licence in 9.1 above pertains, including (but not limited to) all copyright, moral rights and other intellectual property rights and are not breaching any third party copyright or other proprietary rights;
 - (b) You have obtained all necessary third party rights (including, without limitation, copyrights) in and to the whole or any relevant part of that Contribution;
 - (c) Where relevant, you have been authorised by and obtained the permission of your Participating Organisation to submit and provide the Contribution;
 - (d) The Contribution does not breach any provision contained within the Editorial Code that could give rise to any liability to us or infringe the rights of any third party; and
 - (e) The Contribution does not contain any material that is plagiarised, misappropriated, or contains any other infringing content the rights to which you do not possess.

- (f) All Authors of the Contribution have read and agreed to its contents, and accept accountability for all aspects of its integrity, accuracy and veracity within prevailing scientific understanding at the time of publication.
- 9.3 You acknowledge and agree that TCL owns all right, title and interest in and to the Website and the Services, which rights are protected under domestic and international intellectual property laws. You shall not monitor, copy or otherwise reproduce any content or element from or of the Website by any means whatsoever, including any means not yet contemplated or known.
- 10. Disclaimer**
- 10.1 You hereby acknowledge your understanding that your Contributions are not deemed to be endorsed by us, do not represent our views or those of our agents, affiliates, officers or directors. You acknowledge that we do not control or accept responsibility for Contributions or their content.
- 10.2 Further, you understand and acknowledge that all Contributions as may be made available from time to time on the Website are the work of Authors who are private individuals, the contents of which cannot be held out as representing the views of TCL. We assume no responsibility for the accuracy, validity or completeness of any Contribution or part thereof.
- 10.3 Should you believe that a third party Contribution infringes any of your rights, or if your work has been copied and appears on the Website, we ask that you contact us immediately in order for us to investigate the matter. We accept no responsibility for incorrectly attributed Contributions, or for Contributions that infringe the rights of other users without our knowledge.
- 10.4 You acknowledge and agree that we do not guarantee:
- (a) The quality or accuracy of the Services; and/or
 - (b) That your Contributions will gain any particular level of traction, or receive favourable reviews.
- 11. Profits Sharing and Consideration**
- 11.1 In consideration of your submitting to us a Contribution and granting a licence pursuant to 9.1 above, you may be eligible to receive a share in Net Revenue from all Contributions, aggregated from any source. “**Net Revenue**” shall be calculated by deducting from Gross Revenue (as defined below) all state taxes and liabilities to third parties and collecting agencies as may arise, together with deduction of a 20% administration commission.
- 11.2 We shall account to all Contributors on 30 June and 31 December of each calendar year, detailing all income generated in relation to aggregated Contributions resulting from relevant YouTube views (“**Gross Revenue**”) together with deductions as details

in clause 11.1 above, and transferring to you such share in Net Revenue as may be due based on your number of Contributions submitted. The top three contributing parties (lay summary author and vetting professional) judged by number of Contributions submitted and quality of Contribution (as determined by us, in our absolute discretion), will receive 15%, 10% and 5% respectively of Net Revenue.

- 11.3 For the avoidance of doubt, we shall not be responsible for any tax or national insurance contributions (or similar) as may be assessed to any profits or consideration owing to you under these T&C, which shall not be deemed to give rise to any relationship of employment or partnership between you and TCL.
- 11.4 You acknowledge that these T&C give rise to fair and valuable consideration, the receipt and sufficiency of which you acknowledge. Without limiting the generality of the foregoing, you acknowledge that this consideration includes access to the Website and Services, including the data, content and any products, together with the Profit Share provision above.

12. Indemnification

- 12.1 You agree to indemnify us against all liabilities, costs, expenses, damages and losses – including but not limited to any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs and other reasonable professional costs and expenses (calculated on a full indemnity basis) – suffered or incurred by us as arising out of or in connection with:
- (a) Your breach of any representations or warranties made by you under these T&C;
 - (b) Your breach of any terms of these T&C;
 - (c) Your use of the Website or the Services in breach of these T&C;
 - (d) Your Contributions (including Video Contributions) to the Website and/or, in relation to such Contributions, your breach of any law, or third party rights whatsoever.
- 12.2 You further agree to provide to us or our professional advisers such assistance as may be required in the event that one of your Contributions gives rise to any third party legal action, giving us access to relevant accounts, documents and records within your control. You agree that TCL shall have the right to enforce the terms of this agreement, and shall be empowered to take such steps as we in our absolute discretion deem necessary to protect your Contribution against third party infringement, including but not limited to bringing legal action at our own expense.

13. Limitation of Liability

- 13.1 You acknowledge and agree that under no circumstances will TCL become liable to you for any indirect or consequential loss and shall not be liable for special or punitive

damages including damages for loss of data or profits arising from your usage of the Website or the Services.

- 13.2 Any and all services advertised by third parties through the Website are excluded from TCL's liability to the fullest extent permissible by law. We are not responsible for the content of any click-through websites, organisations or products that may appear from time to time on the Website and you visit any such external website at your own risk. References to such external websites do not constitute an endorsement or recommendation by TCL.
- 13.3 Other than the indemnification provision contained in 13.1 above, yours and our liability to each other shall at all times be limited to £10,000.

14. Confidentiality

- 14.1 We will keep any and all information provided by you to us confidential, and will use and disseminate material forming part of a Contribution only to our employees and agents for the purposes of posting Contributions on the Website as part of providing the Services.
- 14.2 We may also share your data with SciCrunch, a tool that lends authenticity to research and checks manuscripts and data for incomplete or missing information.

15. Trademarks

- 15.1 The Collaborative Library is our Trademark, protected in the UK (registration number 3710283), EU and USA. This Trademark and other marks, logos and names used on or in connection with the Website may not be used in connection with any product or service that is not under our control, and may not be used to disparage or discredit us, or to cause confusion to third parties.

16. General

- 16.1 These T&C shall be governed by the law of England, and you agree that the courts of England shall have exclusive jurisdiction over any dispute arising hereunder.
- 16.2 We make no claim or assurances that the Website or Services are appropriate or may be downloaded outside the UK, and users from outside that jurisdiction do so at their own risk.
- 16.3 If any provision of these T&C is found to be void, invalid or unenforceable for any reason, that provision shall be deemed to be replaced by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these T&C shall continue to be valid and enforceable according to the terms contained therein.

- 16.4 These T&C set out the entire agreement between you and TCL pertaining to the use of the Website and Services. We reserve the right (in our sole discretion) to change, modify, add or delete portions of these T&C without further notice. On making any such amendments, we will re-post the T&C with a new effective date, highlighting any changes, on the Website. Your continued use of the Website and Services constitutes your agreement to the revised T&C.
- 16.5 Our failure to exercise or enforce any right or provision of the T&C shall not constitute a waiver of the right or provision in question.
- 16.6 Neither you nor TCL shall be deemed to be in default of any provision of these T&C or for failure in performance resulting from acts or events beyond the reasonable control of the party in question and arising without its fault or negligence including by reason of *Force Majeure*, act of God, civil or military authority, interruption of electric or telecommunication services, civil disturbance, acts of war or terrorism, strikes, fire, flood, pandemic, government restriction or other obstruction or catastrophe.
- 16.7 Headings and section titles are provided for convenience only and do not carry contractual or legal effect. Language shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

The Collaborative Library, April 2022.