

## User Agreement

### Vital Signs User Agreement Overview

Vital Signs is a community learning environment designed for students, teachers, citizen scientists, and scientists. Vital Signs is a program of the Gulf of Maine Research Institute, a 501(c)3 non-profit organization located in Portland, ME.

**PLEASE READ THIS PRIVACY POLICY AND USER AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION CONCERNING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. YOUR USE OF THIS WEBSITE AND PARTICIPATION IN THIS COMMUNITY SIGNIFIES YOUR AGREEMENT TO THIS PRIVACY POLICY AND USER AGREEMENT.**

The following are the essential components of our **User Agreement**. They are listed here in brief and detailed in the document that follows.

1. Vital Signs is a learning environment, but it is also a scientific research effort. Participants agree to conduct themselves with the honesty and integrity of good scientists.
2. All community comments are public. They should be: constructive and encouraging; on topic and appropriate; supportive of learning; inquisitive and thought provoking.
3. When you publish your Species Observations and Species & Habitat Observations, you are agreeing to license the creative components with a Creative Commons Attribution 3.0 license so that others can use, remix, and share your work.
4. When you post Projects or Education Resources you are agreeing to license them with a Creative Commons Attribution 3.0 license so that others can use, remix, and share your work.
5. Community members are expected to collaborate productively and professionally to further the quality of the Vital Signs data and scientific knowledge. Community members are not allowed to disrupt the use or enjoyment of the site by other registered or non-registered users.
6. Adherence to the User Agreement: It is the collective responsibility of participants in this community to flag inappropriate use of the Vital Signs Site.

If after reading the entire document you have any questions regarding the Privacy Policy or User Agreement, please contact [vitalsigns@gmri.org](mailto:vitalsigns@gmri.org) or call us at (207) 228-1631.

### USER AGREEMENT

The Gulf of Maine Research Institute's Vital Signs Program is a science education program with a goal of making a genuine contribution to scientific knowledge. The program includes a wide range of people, from middle school students to retired scientists and all sorts of people in between. It is an open community – anyone can join by registering a username and logging in.

Because our community is diverse and we have the bold ambition of contributing to scientific knowledge, we have standards of participation that we require all community members to follow. By using the Vital Signs Site, you agree to abide by this User Agreement. From time to time, GMRI may supplement this User Agreement with additional terms pertaining to specific content, ("Additional Terms"). You understand and agree that such Additional Terms are hereby incorporated by reference into this User Agreement. BY USING THE VITAL SIGNS WEBSITE, YOU

AGREE TO THESE TERMS OF SERVICE JUST AS IF YOU HAD SIGNED AN AGREEMENT WITH GMRI. If you do not agree to be bound by this User Agreement, please discontinue your use of the Site.

The Vital Signs website can be accessed at <http://www.vitalsignsme.org>. The Vital Signs website (referred to herein as the "Site" or "Vital Signs website" or "Vital Signs Site") is owned and operated by the Gulf of Maine Research Institute, a 501(c)3 marine research, community, and education institute in Portland, Maine (referred to herein as "GMRI").

Although portions of the Vital Signs website may be viewed simply by visiting the relevant pages to access Site content, you must register as a member of the Vital Signs community to participate (e.g., to post your own or comment on others' Species Observations, Species & Habitat Observations, Education Resources, or Projects, or to participate in the Discussion Forums). Registering as a member will allow you to access certain services that are not available to guests. Unauthorized access to the Site is strictly prohibited. In addition, distributing, reproducing, copying, retransmitting, publishing, selling, and/or exploiting Site-specific content in any manner inconsistent with the Site's underlying purpose and/or this User Agreement is prohibited.

## 1. Registration Information / Privacy Policy

### a. Registration and privacy

When you register for the Site, you will be required to provide the following information: your username, password, birth date, and e-mail address. **Users under age 13 are required to obtain permission for and submit a parent's or guardian's e-mail address and to jointly with their parent or guardian accept this User Agreement.** Teachers using Vital Signs in their classrooms will create Teams with usernames and passwords. The Team is required to read and accept this Privacy Policy and User Agreement when they first log in to the Vital Signs Site. A **Parent Permission Form** is provided on the site for teachers to distribute to their students' parents or guardians. In consideration of your use of the Site, you agree to (a) provide accurate and complete information; (b) maintain the security of your password and username; (c) be fully responsible for all use of your Individual or Team account and for any actions that take place using your Individual or Team account. Any information provided by you or gathered by GMRI or third parties during any visit to the Site shall be subject to the terms of the Vital Signs' Programs' Privacy Policy, which are incorporated detailed above. Subject to the procedures outlined herein, GMRI reserves the right to terminate your registration and access to any specific content.

### b. Parental Control Protections

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the web sites of the Electronic Frontier Foundation ([http://www.eff.org/pub/Censorship/Ratings\\_filters\\_labelling/](http://www.eff.org/pub/Censorship/Ratings_filters_labelling/)) and of America Links Up (<http://www.netparents.org/parentstips/browsers.html>).

## 2. Community Participation and Community Rules

### a. Your content

You alone or you and your Team members are responsible for the content of any materials you transmit to others, and any consequences of such materials, including but not limited to the content of any Comments you post or any Resources you contribute to the Open Resource Exchange or any project you contribute to the Project Bank. Please carefully consider the information you choose to post on the Site. You should not include your or any Team member's telephone number, street

address or last name on any area of Vital Signs nor provide such personally identifying information to people you do not know. Neither should you post any images that include the recognizable face of yourself or someone else. GMRI assumes no responsibility or liability for any inaccurate, inappropriate, offensive or sexually explicit material or information you may be provided by other users of the Site. GMRI further assumes no responsibility for the deletion of or failure to store any materials posted on the Vital Signs Site. You further agree that you will not post any material of any kind or nature that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, racially offensive, inaccurate, or otherwise objectionable material or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or encourage the use of controlled substances. For purposes of the immediately preceding sentence, "masked" vulgarity, obscenity or profanity (e.g. "f\*ck") is deemed to be equivalent to including the actual objectionable word, phrase or symbol. GMRI reserves the right to delete any such material from the Site. GMRI will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Use contained in this Section.

### **b. Impersonating others or misrepresenting yourself**

You agree not to impersonate any other person, Username, Team, or entity, whether actual or fictitious, including impersonating an employee or consultant of the Vital Signs Program or GMRI. You further agree not to use an inappropriate username of any kind. You agree not to post or use the Site to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio. Posting content with the intention to commit any illegal activity is strictly prohibited.

You may never use another's account without permission. If you become aware of any misuse of the Vital Signs Site by any person, please contact the Vital Signs administrator by Flagging the inappropriate use and or clicking the "Contact us" link located throughout the Vital Signs site and describing the misuse to us.

### **c. Sharing tools and services**

The Site allows members to share materials with other Vital Signs community members through Species Observation and Species & Habitat Observation uploads, the Project Bank, the Open Resource Exchange, Comments, and Discussion Forums, and other tools and services that may be included from time to time. Your use of these tools and services is subject to this User Agreement and any Additional Terms. You are solely responsible for your interactions with other users, or, if participating as the member of a Team, collectively responsible for your interactions with other users.

GMRI is not obligated to review content posted by users prior to the content's posting to any area of the Vital Signs website, including the Discussion Forums, Open Resource Exchange, or Project Bank. Content posted by any user to the Vital Signs site does not reflect the opinions or views of GMRI, its subsidiaries or affiliates. GMRI makes no warranty, whether express or implied, as to the accuracy, nature, or suitability of any content or material that you share with the Vital Signs community through any Vital Signs Service, including the Open Resource Exchange, Project Bank, or Discussion Forums.

By submitting content of any kind to the Vital Signs Site, which shall include your username, you grant the GMRI a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other

works in any form, media, or technology now known or later developed, for the full term of any Rights that may exist in such content. You also warrant that, to the extent that you are not the exclusive holder of all Rights in content you submit, the holder of any Rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any user to access, display, view, store and reproduce such content that you have made public for personal use. Subject to the foregoing, the owner of such content placed on the Vital Signs Site retains any and all Rights that may exist in such content.

### 3. Licensing of Content Submitted to Open Resource Exchange and Project Bank

Because we want Teachers to use, remix, and share the Education Resources on the Vital Signs site we will only publish work that authors are willing to share under the [Creative Commons Attribution 3.0 license \(CC-BY\)](https://creativecommons.org/licenses/by/3.0/us/). Applying a Creative Commons Attribution (CC-BY) license in place of copyright explicitly allows the using, remixing, and sharing of the shared Resources - all the things teachers may need to do to make these Resources most effective in classrooms. You can read all about this license here: <http://creativecommons.org/licenses/by/3.0/us/>.

Because the CC-BY license is a legal alternative to Copyright, you must be the Copyright owner of resources that you post to the Site. By uploading your Education Resources or Projects you certify that you are the Copyright holder of the work and you agree to share your work under the CC-BY license that allows any party to use your materials in any way, providing that they give you attribution (you will be asked to specify how you would like to be cited when you upload your work).

For further information regarding copyright law please visit the website of the United States Copyright Office at <http://copyright.gov/>. If you have unanswered questions or concerns about these guidelines or our licensing policy please contact [vitalsigns@gmri.org](mailto:vitalsigns@gmri.org).

### 4. Licensing of Content Submitted in Species Observations and Species & Habitat Observations

Species Observations and Species & Habitat Observations contain a mixture of factual measurements and creative works. The creative components of Species Observations and Species & Habitat Observations that may be copyrightable include:

- Images (Study Site Photo, Method Photo, Species Photo Evidence)
- Field Notes

The copyright of these components is assigned to the Individual or Team Username that uploaded them. By uploading these creative components, the User agrees to share them under the terms of the [Creative Commons Attribution 3.0 Unported license](https://creativecommons.org/licenses/by/3.0/us/). All other components of the Species Observations and Species & Habitat Observations are factual components that are not copyrightable. No copyright is assigned to the contributing user, nor is any copyright claimed by the Vital Signs Site or GMRI.

### 5. Community Behavior

The Vital Signs Community relies on its members to work together to improve each others' skills, data quality, learning, and what is known about the location of invasive species across the State of Maine. The Community also relies on its members to maintain an enjoyable, professional atmosphere for all. Please use the available tools (the Flagging Function and the Contact Us

function) to report when members are not adhering to this User Agreement. GMRI and Vital Signs staff will be active members of the community, but they will not moderate or monitor the site on a 24-hour basis. GMRI and Vital Signs staff will respond as quickly as practicable to alerts from the community that violations of this agreement have occurred.

## 6. Consequence of Violation of User Agreement

### a. Breaches of Agreement

If GMRI has reason to believe that you or your Team have breached the User Agreement, GMRI will take actions to protect the Site and/or other Site users. The actions that GMRI may take include but are not limited to the following:

- Freezing of the violator's username for a period of two weeks, after which the username may be reinstated; the e-mail address associated with the username will be notified (e.g., the parent of a user under 13 years of age or the Teacher associated with the Team Username; in addition, GMRI may contact the Teacher by phone);
- Permanently closing access to Accounts, Usernames, and or the Site and may refuse to allow you further registered access to the Site.

### b. Remedies for Breach of these Terms by You

In the event that GMRI determines, in its sole discretion, that you have breached any portion of this User Agreement, or have otherwise demonstrated conduct inappropriate for the Vital Signs Program or website, GMRI reserves the right to (i) delete any or all content provided by you or your agent(s) to the Site; (ii) discontinue your registration(s) with the Site; (iii) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iv) any other action which GMRI deems to be appropriate. If your registration(s) with or ability to access the Vital Signs site, or any other service or content provided to you by the Site is discontinued by GMRI due to your violation of any portion of this User Agreement or for conduct otherwise inappropriate for the community of Vital Signs, then you agree that you shall not attempt to re-register with or access the Site and/or any other course content or service provided by GMRI, through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, GMRI reserves the right, in its sole discretion, to immediately take any or all of the actions set forth in subsections (i), (ii), (iii), and (iv) of this provision without any notice or warning to you.

## 7. Misuse of Site

You agree that you will not use the Vital Signs Site for illegal and/or unauthorized purposes, including, but not limited to, collecting user names and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email. Unauthorized framing of or linking to Vital Signs is prohibited. You agree that you will not use the Vital Signs website for chain letters, research study or survey solicitations, junk mail, "spamming," commercial or non-commercial solicitations, or bulk communications of any kind, including but not limited to distribution lists to any person who has not given specific permission to be included in such list. Any such use shall be deemed to be a violation of these Terms of Service.

## 8. Disputes

You are solely responsible for any interaction with other members or visitors of the Site. GMRI reserves the right but shall have no obligation to monitor disputes between you and any other member of the Vital Signs Community.

## 9. Nature of Communications

By virtue of agreeing to the User Agreement and using the Vital Signs communication tools, you acknowledge that the use of the services results in interstate data transmissions. You further agree to comply with all applicable local laws regarding the transmission of data exported from the United States or the country in which you reside.

## 10. Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Vital Signs site infringe your copyright, you (or your agent) may send the Vital Signs administrator by clicking the "Contact us" link located throughout the Vital Signs website a notice requesting that the material be removed or access to it blocked. The notice must include the following information (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this website are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow the Vital Signs administrator to locate the material on the Vital Signs website; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send GMRI a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for 30 Rockefeller Plaza, New York, New York 10112, 212-664-444, [Contactus@icue.com](mailto:Contactus@icue.com). GMRI suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## 11. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE VITAL SIGNS SITE AND ALL OF ITS CONTENT IS AT YOUR SOLE RISK. VITAL SIGNS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GMRI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

GMRI MAKES NO WARRANTY THAT THE VITAL SIGNS SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GMRI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE VITAL SIGNS DATA OR SITE OR THAT ANY MATERIAL ACCESSED VIA THE VITAL SIGNS SITE SHALL BE SUITABLE FOR ANY PARTICULAR PURPOSE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE VITAL SIGNS SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

YOU UNDERSTAND AND AGREE THAT GMRI DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS FOR A PARTICULAR PURPOSE OF ANY INFORMATION PROVIDED IN CONNECTION WITH THE VITAL SIGNS SITE OR DATA. GMRI IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. THE INFORMATION AND DATA ARE PROVIDED WITH THE UNDERSTANDING THAT NEITHER THE VITAL SIGNS SITE NOR THE MEMBERS OF THE VITAL SIGNS COMMUNITY, WHILE SUCH MEMBERS ARE PARTICIPATING IN THE VITAL SIGNS PROGRAM, ARE ENGAGED IN RENDERING LEGAL, SCIENTIFIC, ENVIRONMENTAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. GMRI ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM WHICH YOU MAY HAVE. GMRI SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN THE VITAL SIGNS SITE. YOUR PARTICIPATION IN THE VITAL SIGNS PROGRAM AND WEBSITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GMRI OR THROUGH THE VITAL SIGNS SITE, ITS EMPLOYEES, CONSULTANTS AND/OR EXPERTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

GMRI MAKES NO WARRANTY REGARDING ANY GOODS, SERVICES, OR CONTENT ACCESSED THROUGH THE VITAL SIGNS SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. GMRI IS NOT RESPONSIBLE FOR ANY CONTENT ON THE INTERNET OR WORLD WIDE WEB PAGES THAT IS CONTAINED OUTSIDE THE VITAL SIGNS SITE OR THE GMRI WEBSITE. AS A CONVENIENCE TO OUR MEMBERS, WE MAY MAKE NO REPRESENTATIONS AS TO THE QUALITY, SUITABILITY, FUNCTIONALITY OR LEGALITY OF ANY SITES TO WHICH GMRI MAY PROVIDE LINKS, AND YOU HEREBY WAIVE ANY CLAIM YOU MIGHT HAVE AGAINST GMRI WITH RESPECT TO SUCH SITES.

## **12. Limitation of Liability**

GMRI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORSEEABLE OR NOT, RESULTING FROM THE USE (OR THE INABILITY TO USE) OR THE MALFUNCTION OF THE VITAL SIGNS WEBSITE.

## **13. Indemnification**

You agree to indemnify and hold each of GMRI, the Vital Signs Program, its subsidiaries, affiliates, officers, directors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Vital Signs Site, the violation of this User Agreement by you, or the infringement by you, or any other subscriber or user of your account, of any intellectual property or other right of any person or entity.

## **14. Applicable Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Maine, without giving effect to its conflicts of laws provisions. By registering for or entering the Vital Signs Site, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Portland, Maine.

## **15. California Users**

Under California Civil Code Section 1789.3, California users of the Vital Signs website are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of

Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## 16. Miscellaneous

In the event that any provision of the Terms of Use conflicts with the law under which the Terms of Use are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this User Agreement will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. GMRI may assign its rights and obligations under this User Agreement and upon such assignment GMRI may be relieved of any further obligation hereunder. You represent to GMRI that you have the authority to register with or visit the Vital Signs Site according to this User Agreement.

This User Agreement constitutes the entire understanding between the parties as to the subject matter hereof, and supersedes all prior agreements and understandings. Any legally unenforceable provision of this User Agreement will, at the election of GMRI, be deleted or modified to correct the defect and, regardless, the remainder of the terms of this User Agreement will remain valid and enforceable.

## 17. Modification

GMRI reserves the right, at its sole discretion, to immediately, without notice, modify, suspend, or terminate this User Agreement. Each time you log in to the Vital Signs Site after the Terms of Use have been updated, you will be prompted to acknowledge your acceptance of them. GMRI reserves the right (at GMRI's discretion) to provide you notice of such changes to any e-mail address you have provided to the Vital Signs Site.

GMRI may modify or discontinue the Vital Signs website, or any portion thereof, with or without notice to you and without liability to you or any third party, except as otherwise provided herein.