

CADIMA

TERMS OF SERVICE

(vers.2.1.2 May 2019)

INTRODUCTION

1. Definitions

1.1 The following terms are used regularly throughout these Terms of Service and have a particular meaning:

Agreement means these Terms of Service.

- a. **JKI** means Julius Kuehn-Institute, Federal Research Centre for Cultivated Plants
- b. **Confidential Information** means any written or verbal information that:
 - i. A party informs the other party that it considers it confidential and/or proprietary;
 - ii. A party would reasonably consider to be confidential in the circumstances;

but does not include information that a party can establish:

- iii. Was in the public domain at the time it was given to that party;
 - iv. Became part of the public domain, without that party's involvement in any way, after being given to the party;
 - v. Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party or
 - vi. Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- c. **CADIMA** means the online evidence synthesis tool accessible to Users via www.cadima.info.
 - d. **General Conditions** means the terms and conditions set out in the section of this Agreement entitled "General Conditions".
 - e. **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
 - f. **Intellectual Property Rights** means, for the duration of the rights in any part of the world, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
 - g. **Privacy Policy** means JKI's privacy policy as updated from time-to-time, which can be found at www.cadima.info. Information will not be disclosed to any third party. Privacy data will only be transmitted and derived to the extent absolutely required by law if we are obliged to do so by law or by a court ruling or if this is required, in the event of assaults on the internet infrastructure of the Julius Kuehn-Institute, for prosecution or the initiation of criminal proceedings. **See also 3. c** "Review Data".
 - h. **Review** means an evidence synthesis (systematic review, evidence map) created in CADIMA.

- i. **Review Data** means data used in Reviews that is uploaded or input into CADIMA by the User or generated by CADIMA.
- j. **Review Coordinator** has the meaning given to it in 2.2(b).
- k. **Review Team Member** has the meaning given to in clause 2.2(b).
- l. **User** means any registered user of CADIMA.

1.2 The following rules apply unless the context requires otherwise:

- a. Headings are only for convenience and do not affect interpretation.
- b. The singular includes the plural and the opposite also applies.
- c. If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- d. A reference to a clause refers to clauses in this Agreement.
- e. A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- f. Mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included.
- g. A reference to a party to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- h. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- i. A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

2. Using CADIMA

2.1 General Use and Access

- a. CADIMA may be used by any person that registers as a User (by way of provision of all information, including valid email address, required by JKI).
- b. The User agrees to use CADIMA in accordance with any instructions provided by JKI within CADIMA and/or on www.cadima.info.

2.2 Features & Users

- a. CADIMA primarily enables a User to create Reviews, which includes (without limitation):
 - i. Input: Upload of reference lists as RIS files and documents in pdf, word or excel format.
 - ii. Protocol: Guiding the establishment of a review protocol.
 - iii. Management of search results: facilitating the identification of missing abstract and duplicated references.
 - iv. Selection: including and excluding items.
 - v. Critical appraisal: assessing the validity of included items.
 - vi. Data extraction: Extraction of (meta-) data from included items.

- vii. Management: manage User roles with respect to a Review, grant User permissions for Review tasks, manage and resolve conflicts with respect to the inclusion or exclusion and the critical appraisal of Review items.
- viii. Documentation: Guaranteeing for a thorough documentation of the Review process.
- ix. Production: produce and share Reviews.
- x. Storage & Access: store and access current and completed Reviews.
- b. The User shall be able use CADIMA as:
 - i. Review Coordinator: the User that owns and controls the Review.
 - ii. Review Team Member: a User to whom tasks are delegated on a Review.
 - iii. Any other role made available via CADIMA from time-to-time.
- c. Use of CADIMA does not imply or acknowledge any Intellectual Property Rights with respect to any Review for any User, whether as a Review Coordinator or a Review Team Member, and the User agrees that any hierarchy of users is merely for user management within CADIMA.
- d. The Review Coordinator is responsible for the conduct of its Review Members within CADIMA. JKI makes no warranty that it can undo, recomplete or otherwise rectify any error caused by any User authorised to access or work on a Review.

2.3 Support

JKI shall provide the support services in the manner published on www.cadima.info and/or notified in writing to the User from time-to-time.

3. Review data

- a. JKI applies comprehensive means to prevent any loss of Review data i.e. Review data will be backed up each day and further stored for 6 months. In the highly unlikely case that Review data will be lost, JKI will accept no liability.
- b. JKI accepts no liability for the content of Review Data.
- c. The User is responsible for the accuracy, quality and legality of any content uploaded by the User, and the Users acquisition of it, and the users that create, access and/or use Review Data.
- d. JKI shall not access, use, modify or otherwise deal with Review Data except where required by compulsion of law or upon the User`s authority.
- e. JKI reserves the right to prevent the publication of any Review or Review Data where JKI has formed the reasonable opinion that doing so would be a breach of any third-party Intellectual Property Rights.

4. General conditions

- a. By accepting the terms and conditions of this Agreement, the User is granted access to CADIMA in accordance with the terms and conditions of this Agreement.
- b. JKI reserves the right to remove an initiated Review from CADIMA in case no progress is made within a reasonable time and after providing the respective Review Coordinator the possibility to comment on this issue.

4.1 Modification of Terms

- a. The terms of this Agreement may be updated by JKI from time-to-time.
- b. Where JKI modifies the terms, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using CADIMA.

4.2 Software-as-a-Service

- a. The User agrees and accepts that CADIMA:
 - i. Is Hosted and maintained only by JKI,
 - ii. Is accessed using the internet or other connection to JKI servers and is not available locally from the User`s systems; and
 - iii. Is managed and supported exclusively by JKI from JKI servers and that no back-end access to CADIMA is available to the User unless expressly agreed in writing.
- b. As a hosted and managed service, JKI reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter CADIMA.
- c. The Company shall not exercise its rights under clause (b) in a manner that would intentionally cause the User to lose access to Review Data or fundamentally decrease the utility of CADIMA to the User, other than in accordance with the terms of this Agreement.

4.3 Use & Availability

- a. The User agrees that it shall only use CADIMA for legal purposes and shall not use it to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- b. The User is solely responsible for the security of its username and password for access to CADIMA. The User shall notify the Company as soon as it becomes aware of any unauthorised access of its CADIMA account.
- c. The User agrees that JKI shall provide access to CADIMA to the best of its abilities, however:
 - i. Access to CADIMA may be prevented by issues outside of its control; and
 - ii. It accepts no responsibility for ongoing access to CADIMA.

4.4 Privacy & Data

- a. JKI makes no warranty as to the suitability of CADIMA in regards to the User`s privacy obligations at law or contract, and it is the User`s responsibility to determine whether CADIMA is appropriate for the User`s circumstances.
- b. The CADIMA website may use cookies (a small tracking code in your browser) to improve a User`s experience while browsing, while also sending browsing information back to JKI. The User may manage how it handles cookies in its own browser settings.
- c. Data that is stored by JKI shall be stored according to legal requirements.
- d. Insofar as our website contains links to third-party websites, these are not covered by our data protection declaration. We have no influence on whether these providers comply with our and the statutory data protection regulations.

4.5 Intellectual Property

- a. JKI has moral, unregistered and registered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- b. JKI may use software and other proprietary systems and Intellectual Property for which JKI has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of CADIMA.

- c. The User agrees and accepts that CADIMA is the Intellectual Property of JKI and the User further warrants that by using CADIMA the User will not:
 - i. Copy CADIMA or the services that it provides for the User's own commercial purposes; and
 - ii. Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in CADIMA or any documentation associated with it.
- d. All content (with the exception of Review Data) remains the Intellectual Property of JKI, including (without limitation) any source code, analytics, insights, aggregations, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to CADIMA.

4.6 Disclaimer of Third Party Services & Information

- a. The User acknowledges that JKI has dependencies on third-party services, including but not limited to:
 - i. Telecommunications services;
 - ii. Hosting infrastructure services;
 - iii. Email services;
- b. The User agrees that JKI shall not be responsible or liable in any way for:
 - i. Interruptions to the availability of CADIMA due to third-party services; or
 - ii. Information contained on any linked third party website.

4.7 Liability

- a. The User agrees that it uses CADIMA at its own risk.
- b. The User acknowledges that JKI is not responsible for the conduct or activities of any user and that JKI is not liable for such under any circumstances.
- c. The User agrees to indemnify JKI for any loss, damage, cost or expense that JKI may suffer or incur as a result of or in connection with the User's use of or conduct in connection with CADIMA, including any breach by the User of these Terms.

4.8 Termination

- a. User may terminate this Agreement by giving JKI written notice.
- b. JKI may terminate this Agreement by giving the User 7 days written notice.

4.9 General

- a. The parties may agree to any special conditions to this Agreement in writing.
- b. To the extent this Agreement is in conflict with, or inconsistent with, the terms of any other Agreement between JKI and the User, or any special conditions made under this Agreement, as relevant, the terms of those other agreements or special conditions shall prevail.
- c. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- d. The relationship of the parties to this Agreement does not form a joint venture or partnership.
- e. No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- f. Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

- g. This Agreement is governed by the laws of Germany.
- h. Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.