

Terms of Service

Subject Matter & Definitions

These Terms of Service (“Terms of Service”) cover the access and use of our software and therefore regulates the relationship between two Parties: our company **sciNote LLC** and **Users** of our Service, both defined below. If you do not agree with these terms, you should not use our Service.

Privacy policy that applies to our Users, is described in a separate document, acceptance of which is included in the sign-up process.

COMPANY (hereinafter referred to as “Us”, “We”, “Our”)

SCINOTE, LLC
3000 Parmenter St.
Middleton, WI 53562, USA
POB 620828

and the **USER (hereinafter referred to as “You”, “Your”)**:

Anyone that has an account and/or is using the SciNote software provided as a service by Us through the URL: my.scinote.net or a different URL if you are using a separate instance (hereinafter referred to as “Hosted Instance” or “SciNote”). For avoidance of doubt, this Terms of Service applies regardless whether:

- you are using a free or payable version of SciNote
- you are using SciNote for personal or business matters
- you are using SciNote as a natural or (on behalf of) a legal person

You may not use our Service if you are a person barred from receiving it under the laws of the United States or other countries, including the country in which you are resident or from which you (intend to) use the Service. **You affirm that you are over the age of 13, as our Service is not intended for children under 13.**

You also acknowledge that the headings to the sections in the Terms of Service (e.g. The Software) are solely for the purpose of convenience and easier understanding and navigation through the document and shall not have any effect on construction and interpretation of this Terms of Service. No provision shall be construed adversely to a party solely on the ground that the party was responsible for the preparation of Terms of Service or that provision.

The Software

We provide an electronic laboratory notebook that helps Users manage their scientific work and store all experimental data in one place, as well as share it and collaborate with their others. For this We provide the Hosted Instance.

For avoidance of doubt, Terms of Service does not apply to the Open Source version of SciNote which is available at our open source repository on the following URL: <https://github.com/biosistemika/scinote-web>.

If you are entering into this Terms of Service on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms ““You”” or ““Your”” shall refer to such entity, its affiliates and users associated with it. If you do not have such (legal) authority, or if you do not agree with these terms and conditions, you must not accept this Terms of Service and may not use the services.

Definitions

For the purpose of Terms of Service, all elements of the Hosted Instance are written with a capital letter (e.g. Team, Project, Experiment, Task, Sample, Protocol) and therefore their meaning is limited to their role within the Hosted Instance.

All permissions within the Hosted Instance are hereinafter referred to as “Permission(s)” and include the predefined rights and/or limitations within the Hosted Instance on Team and Project level. They depend on assigned user roles within the Hosted Instance (hereinafter referred to as “User roles”).

Any data, including personal data that You make available to Us by creating a user account and/or by communicating with Us, including but not limited to Your full name, user name, Team name and email address, company are hereinafter referred to as “Account data”.

Your actions within the Hosted Instance are hereinafter referred to as “Activity data”.

Any content that You make available through the Hosted Instance (in any Team) (e.g. uploaded files, comments, tables, protocols etc.) including but not limited to the research data you make available through the Hosted Instance is hereinafter referred to as “Research Data”.

Activity, Research and Account Data are together referred to as “Data”.

“Suggestions” include ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in relation to accepting or following this Terms of Service.

Accounts

To become the User of the Hosted Instance, You have to create Your User account for it.

The following data is required for creating a User account:

- Your full name
- a valid email address through which you will enter the Hosted Instance
- a secure password of Your choice;
- the name of your team, which You will be the Owner of and will automatically be attributed to You upon first registration as a free team (hereinafter “Default Team”)

After a successful registration, We also send You an email, but no additional verification is needed.

You can choose to deactivate your account at any time by sending Us an email with the request to deactivate Your account. All other aspects of your Default Team remain unaltered, unless required otherwise.

Please consider the User roles appointed to Your Default Team members before deactivation if you want to enable normal usage of the Hosted Instance to other members.

Any Research Data you make available through the Hosted Instance (also to other Teams) will be the associated to a Team and therefore has no consequence after deactivation of Your account.

In the case of deactivation, We may retain Your Data for traceability purposes.

We reserve the right to deactivate, block or freeze Your account and Data in case You breach this Terms of Service.

Teams, Payments & Refunds

All Projects, Experiments and Tasks and everything they contain (e.g. protocols, samples, results etc.) are associated to a specific Team. Each individual User gets his/her (hereinafter their) Default Team as its “Owner”. The Owner can invite unlimited number of Users to a Team, therefore each User can be associated (be a member of) to as many Teams as they are granted access to.

Free plan

Upon successful registration, Your Default Team shall be created and credited with the storage space provided. You are the sole Owner and (one of the) Administrator(s) of that Default Team and may administer it, which gives you the right and power to invite and remove team members, manage their User roles (with predefined Permissions) on Team and Project level and other administrative tasks provided through the Hosted Instance. If You are interested in more details about User roles and Permissions, you can contact us for more information.

It is in Our full discretion to award you with additional features or functionalities, one of them being our promotional activities whenever we make them available. We reserve the right to change or cancel such activities at any time without prior notice.

You as the Owner of Your Default Team hereby acknowledge that You are to the extent defined with Terms of Service also responsible for the activity of members within Your Default Team in the Hosted Instance.

Paid plan to upgrade the Default team

Each Default Team has the option to be upgraded within the Hosted Instance and therefore get additional features, functionalities and/or services. Such Team shall be known hereinafter as an “Upgraded Team”. The User confirming the Billing plan settings of the Team in the Hosted Instance or requesting the Upgrade (hereinafter “Payer”) shall be responsible for related payments and shall also be notified for all related matters, including but not limited to, default in payment.

The Payer agrees to pay the subscription fee for the amount of time the associated Team wants the upgraded features and/or services (including but not limited to storage space). The storage space is always associated with a Team and therefore shared among all its members. Storage space cannot be transmitted between Teams by any User.

When the Default Team reaches the associated storage space, its Users might be prevented from making new Research Data available through the Hosted Instance and therefore be limited in activity within the Hosted Instance.

For payment processing We use [Braintree Payments](#) and [PayPal](#) therefore their terms of service apply for the transactions. The invoice might be issued by Biosistemika LLC, which is the mother company of sciNote LLC.

Team downgrading

Each Upgraded Team has the option to downgrade and go back to the Free Plan. The downgrading is always associated with the Team the Billing plan was selected for.

Provided your User role gives You that Permission, You can choose to downgrade the Team at any time by sending Us an email or doing it Yourself within the Hosted Instance (if possible), provided that (i) all financial obligations associated with the Team are fulfilled and (ii) the Team is not using more storage space than offered in the Free plan.

If there is a default in payment, after 30 days from the first notice to the Payer, the Team faces being frozen until the downgrade since both conditions described above need to be fulfilled for the downgrade to occur.

If the Team (a) does not meet the requirements for the downgrade within 3 months from the first notice of the default in payment or (b) the Payer does not buy additional needed storage space, the Team faces deactivation.

The Payer is responsible for informing all Users that might be affected with by the downgrade.

The Team is charged for all subscription terms including, but not limited to the last one in which the Upgraded plan was used.

We offer no reimbursement if You downgrade at any time during that period. In case You want to deactivate your account or a downgrade occurs before the end of the payment period, you will not be reimbursed proportionally for the days till the end of the month in which the subscription was cancelled for any reason.

Data deletion, extraction & Storage space associated

In the Hosted Instance, there are certain elements that can be deleted and thus the storage space associated is released. Some elements in the Hosted Instance can only be archived and do not release any of the storage space associated.

The options available to delete, archive and extract data by Users in a specific Team also depend on the User Roles assigned to each User in a Team.

You hereby acknowledge that the deletion and extraction options of Research Data in the Hosted Instance do not affect any intellectual property or other applicable rights regarding Research data. You also acknowledge that the way Data is handled, managed, used and shared inside the Hosted Instance depends on the User Roles in each Team as assigned by its Owner and/or other Team Administrators, who are solely responsible that this usage in any given situation is in line with any applicable laws and/or internal rules of organization that define who holds the rights in the Data.

You are able to export Research Data from the Hosted Instance in an open format, provided your User Role gives You that Permission. Please note that depending how User Roles and Permissions are appointed within Your Team, other Team members might be able to potentially remove Research data that You have uploaded into the Team.

Research data

We shall not access and take insight into any of the Research Data except in situations where (a) You give Us Your prior consent, (b) this is necessary for Us to fulfill obligations defined either by this Terms of Service or other legally binding documents between Us and You (e.g. Agreement), (c) we receive a notice with information that gives us a reason to believe that You are using the Hosted Instance in a way that provides a reason for Us to block or deactivate Your Account (d) access is required by any law, rule or regulation, in which case we also have the right and obligation to disclose Your Data to such third party entitled to disclosure under any law, rule or regulation (including but not limited to courts and other competent public authorities). To the extent practicable and if lawfully permitted to do so, We shall give prompt written notice of such requirement to You, to enable You to seek a protective order or other remedy.

Provider Obligations

We take protection of Your data seriously and take reasonable measures to protect Your Account, Activity and Research Data and keep it private.

We make reasonable efforts by following industry standards to make sure we have all necessary technology which supports data security and privacy.

We do not warrant that (i) the Hosted instance will meet Your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Hosted instance will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by You through the Hosted instance will meet Your expectations, and (v) any errors in the Hosted instance will be corrected.

You expressly understand and agree that We shall not be liable for any direct, indirect, inci-dental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if We have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Hosted instance; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transac-tions entered into through or from the Hosted instance; (iii) unauthorized access to or altera-tion of your transmissions or data; (iv) statements or conduct of any third-party on the hosted instance; (v) or any other matter relating to the Hosted instance (to extend not limited by ap-plicable law). In no event shall our liability to You in respect of any claim, whether in contract, tort or any other theory of liability in connection with the service, exceed the fees paid by You for such service during the immediately preceding twelve month period preceding the date of claim.

User Obligations

You certify that You have all the rights and permission needed to manage (including but not limited to upload and export, view, edit, delete, archive, share and use) the Data inside the Hosted Instance, to the extent permitted within Your assigned User Role. If You are assigning User Roles, it is Your responsibility that the User Roles are appointed with accordance to any internal and/or organizational rules, guidelines or agreements among team members, as well as any applicable law.

You are responsible for the integrity and correctness of the Data You upload and all activity that occurs under Your Account. You are also responsible for all Research Data that is part of your Team or Organization, depending on the plan you are subscribed to.

You are responsible for complying with personal data laws, whenever you are the data controller.

You must not, in Your use of the Hosted Instance, violate any applicable laws. You may not use the Hosted Instance for any illegal or unauthorized purpose.

You must immediately inform us via e-mail, if You have a reason to believe there are flaws connected with The Hosted Instance that could potentially be abused by any third party.

You are responsible to protect Your Account from unauthorized access and abuse, including choosing and maintaining a strong password. You agree to inform us immediately of any unauthorized use of your account by emailing us at info@scinote.net. We are not responsible for any loss or damage to You or to any third party incurred as a result of any unauthorized access and/or use of Your account, or otherwise.

You must keep the contact information of Your account up-to-date and correct. It is Your responsibility to inform Us via email on any changes of personal contact information, most importantly the email address, through which all communication between You and Us will be made (except information that we will provide through the Hosted Instance and/or the Website).

Provided you have not informed us of such changes, we are not liable to any consequences resulting from this and You agree that we have fulfilled our obligations provided we have informed You via an email account that we have a reason to believe is part of Your Account data.

You hereby certify that You understand that all breaches of this Terms of Service might also be associated with the Team, therefore the Team where the Users(s) breaching this Terms of Service are members of potentially face(s) consequences described in Terms of Service.

You shall not: (a) transfer or otherwise make available to any third party the Service; (b) provide any service based on the Service; (c) use third party links to websites without agreeing to the terms and conditions of such websites; or (d) post links to third party websites or use the logo, company name, or other proprietary information from such websites, etc. without express written permission.

You are responsible for ensuring that you do not accidentally make any private content publicly available.

Change of Service & Prices

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the offering of the Hosted Instance (or any part thereof) with or without notice.

Prices of all services We provide and billing plans are subject to change upon 30 days' notice from Us. Such notice may be provided at any time by informing You about such changes through one of the following options – Hosted Instance, Website and/or via email. In case You do not agree with the changes, You agree to inform Us of cancelling the billing plan within 30 days from such notice. If You do not inform Us about Your cancellation of the billing plan, You hereby agree that We may interpret such inaction as You agreeing with the updated changes and that You will continue using the Hosted Instance in the same manner and in accordance with the announced changes and/or modifications.

We shall not be liable to You or to any third-party for any modification, price change, suspension or discontinuance of the Hosted Instance.

Copyright & Other IP Rights

We claim no ownership or intellectual property rights over the Data. We explicitly disclaim any responsibility for the Data. You hereby declare that you have all necessary rights and permissions regarding the Data in accordance with this Terms of Service.

Your profile remains Yours and the Research Data You upload remains within the rights of its owners as defined with any applicable law, internal policy or agreement. We shall not and will not interfere, alter or claim any of the intellectual property rights, privacy or ownership policies and other applicable legally binding rules regarding the Data uploaded and made available through the Hosted Instance.

Whatever You make available to other Users and/or third parties is determined with the User Roles appointed and you hereby agree to understand and take full responsibility of the User Roles assigned.

We have no connection or responsibility to the data that is linked by You as an URL in the Hosted Instance (“External link”).

Suggestions

If you provide any Suggestions to Us or Our affiliates, we and our affiliates will be entitled to use the Suggestions without restrictions. You hereby irrevocably assign to Us all right, title, and interest in and to the Suggestions and agree to provide Us any assistance We require to document it.

In order for Us to be able to manage and process Your Data through the Hosted Instance, You hereby grant Us a perpetual worldwide, non-transferable, non-exclusive license, including the right to duplicate and transmit data for making safety backups, as well as the right to access Your Data provided (a) You give Us Your prior consent, (b) this is necessary for Us to fulfill Our obligations defined either by this Terms of Service or other legally binding documents between Us and You (e.g. Agreement), (c)

we receive a notice with information that gives Us a reason to believe that You are using the Hosted Instance in a way that is illegal and/or provides Us with a reason to block or deactivate Your Account (d) access is required by any law, rule or regulation, in which case we also have the right and obligation to disclose Your Data to such third party entitled to disclosure under any law, rule or regulation (including but not limited to courts and other competent public authorities). To the extent practicable and if lawfully permitted to do so, We shall give prompt written notice of such requirement to You, to enable You to seek a protective order or other remedy.

We reserve the right (but not the obligation) in Our sole discretion to remove any Research Data that is available via the Hosted Instance and We have accessed for any reason described above and that We deem unlawful or serves an unlawful purpose.

You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third-party alleging that Your data of the Hosted Instance is in violation of this Terms of Service, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such claim, demand, suit or proceeding; provided, that We (a) promptly give You written notice of the claim, demand, suit or proceeding; (b) give You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

We hold the copyright and/or the license in the software, look and feel and non-User-uploaded content of the Hosted Instance and the Website. All third-party software and content remains with the respective parties and We are not responsible or liable for third-party materials included within or linked from the Hosted Instance. The list of the third party is available on this link, however we reserve the right to update this list periodically, therefore we do not guarantee that the list is accurate and/or complete.

That notwithstanding, you may use the Open Source community version of SciNote, which is available in its public source code repository here, under the Mozilla Public License 2.0 (SPDX identifier: MPL-2.0).

We reserve the right to make a different version of the code available under a different license.

SciNote is a registered trademark of BioSistemika, raziskave in razvoj, d.o.o., Kopraska ulica 98, 1000 Ljubljana, Slovenia.

Premium plan

For the purpose of Terms of Service, any plan that we offer as a Service to You as a payable service and is not otherwise defined in this document (Free plan, Paid plan) will be referred to as Premium plan, regardless of the possible differences among plans that We offer as part of Our Service.

All Users who have access to the Service that we offer with the Premium plan, will be treated and defined in this Terms of Service as Premium Users.

This Terms of Service applies to the Premium Users in full, except for the parts specifically defined for Premium Users and the parts specifically defined and/or determined in a separate agreement ("Agreement) between Us and another legal entity/natural person ("Organization"), on behalf of which Premium Users will be granted access to the Premium plan. Agreement shall include all the relevant changes which apply.

For all other parts that are not specifically defined, the general articles apply accordingly.

All parts of the Terms of Service applicable to Premium Users shall come into force once the agreement between Us and the Organization is signed.

Organization Account

Premium plan has an additional User role enabled ("Organization account") which will besides having the same permissions as the Owner in the Free plan additionally include the option to invite other Premium Users by entering their email via the Hosted Instance and grant them User roles among other functions, as well as other functions. As soon as those Premium Users will gain access to the Premium plan, they shall be treated as Users according to Terms of Service.

The Organization (or natural personal with which the Agreement has been signed) is in charge of the Organization account takes full responsibility of the Teams, assigned User Roles and activities of the Premium Users they have granted access to through the Organization Account and all rights that such usage provides.

The Organization is also responsible for all Data in the Hosted Instance.

You as a Premium User also acknowledge that Free plan is a separate part of the Service, therefore upon potential cancellation of the Premium plan, the transfer to other plans is only available as a payable feature that has to be defined in a separate Agreement.

Additional Features

For the Premium plan, we may offer additional features that are not part of the Free plan nor our Open Source Code and are therefore proprietary.

Some of the features that we offer in the Premium plan (e.g. electronic signatures) are offered to help Premium Users achieve compliance with certain legally binding document and/or legal standards (e.g. HIPAA, 21 CFR Part 11, GLP). **However, you hereby agree to acknowledge that such compliance is a multi-faceted issue and no software or Service provided by Us can guarantee compliance.**

Even though We follow the industry standards to design and implement those features compatible to general understanding of

achieving compliance, Organizations and/or Premium Users must take appropriate actions regardless of such features to ensure compliance with applicable legal standards, since the features alone do not and cannot substitute such actions. We also do not have authority to provide legal interpretations of such documents and standards and are therefore not in the position to ever assure it.

For Premium Users We also offer additional Premium Services, which are agreed upon in a separate document between Us and Organization.

Changes of the Terms of Service

We reserve the right, at our sole discretion, to modify or replace any part of Terms of Service. It is your responsibility to check Terms of Service periodically for changes, with the up-to-date version featured on our Website under the URL <https://scinote.net/docs/terms-of-service.pdf>.

Your continued use of the Service after any change to the Terms will be deemed to be your agreement to the amended Terms. If you terminate your use of the Service, no refunds will be issued.

We may also, in the future, offer new services and/or features through the Hosted Instance (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Terms of Service.

We may also, in the future, remove features at any time without prior warning.

Dispute resolution

Each Party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Should an amicable resolution not be possible within a reasonable time period, the Parties hereby agree to enter into arbitration. Except for claims for taxes, payments and refunds under Terms of Service and interest thereon, no claim or action, regardless of form, arising out of this Terms of Service may be brought by either Party more than one (1) year after the cause of action has accrued.

Consent to jurisdiction

Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Terms of Service, shall be governed by the laws of the State of Wisconsin, U.S.A. without regard to its conflict of laws provisions and without regard to the UN Convention on Contracts for the International Sale of Goods (CISG).

Final provisions

Terms of Service, together with any documents referred to in it, or expressed to be entered into in connection with it, constitutes the entire agreement between the Parties concerning the subject matter of this Terms of Service, superseding any prior agreements between You and Us (including, but not limited to, any prior versions of the Terms of Service). We hereby explicitly disagree to the inclusion of any contrary general terms or conditions by You.

Terms of Service applies for all business relations between the Parties also in the future, even if not explicitly agreed.

If any provision of this Terms of Service is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect. Our failure to exercise or enforce any right or provision of Terms of Service shall not constitute a waiver of such right or provision.

Contact

All support and formal communication between the Parties shall occur via email in the English language. For any inquiries connected to this Terms of Service or regarding the Hosted Instance, please send an email to info@scinote.net. For all relevant communication to You, We shall use the email address You provide (and maintain) in Your account.

Security

We take measures reasonably necessary to maintain data accuracy and protect Your private information from unauthorized access, alteration, or destruction.

As any real security expert can attest 100% security is not achievable.

General

The Hosted Instance is hosted on Amazon Web Services (“AWS”) and specifically:

a) for Free Plan

on Heroku servers, which are in turn hosted by Amazon Elastic Beanstalk platform as a service;

b) for Premium Plan:

directly on instances of Amazon Elastic Compute Cloud (“EC2”) infrastructure as a service, with the database running on Amazon Relational Database Service (“RDS”).

In both cases, the uploaded files are saved in Amazon Simple Storage Service (“S3”) buckets, replicated across multiple physical locations.

Physical Security

The Hosted Instance is physically running on AWS servers in Frankfurt, Germany. See amazon security whitepaper (page 8).

- <https://d0.awsstatic.com/whitepapers/aws-security-whitepaper.pdf>

For Premium Users, server locations might be defined differently with the Agreement.

System Security

For more information please see AWS and/or Heroku security documents

- <https://d0.awsstatic.com/whitepapers/aws-security-whitepaper.pdf>
- <https://www.heroku.com/policy/security>

Filesystem & Backups

Backup policies are different for files and for all other data.

All files are saved on S3 servers in Germany and their copies replicated on the S3 servers in Ireland. All files are versioned and old versions are not deleted when the files are deleted.

For Free plan We store 7 daily backups of all other information, the backups are managed by Heroku.

For Premium plan We store 35 daily backups and 4 weekly backups of all other information, the backups are managed by AWS RDS.

Communication

All communication between the server and the Users is done using encrypted SSL connections, preventing third parties from either eavesdropping or altering the contents of those communication.

See https://en.wikipedia.org/wiki/Transport_Layer_Security for more information.

Contact

All support and formal communication between the Parties shall occur via email in the English language. For any inquiries connected security or regarding the Hosted Instance in general, please send an email to info@scinote.net. For all relevant communication to You, We shall use the email address You provided (and maintain) in Your account.