

PEER2PEER Website - Copyright Notice/Terms of Use/Privacy Statement/DMCA Notice

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Application

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- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts, or otherwise violates the Academies' rules or policies;
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Choice of Law and Forum

These terms of use shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its conflicts of law rules.

Severability and Integration

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and the National Academies with respect to this website and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and the National Academies with respect to this website.

Privacy Statement

About Our Website

The PEER2PEER Website is owned and administered by the National Academy of Sciences, a private, nonprofit corporation chartered by an act of Congress, and the organizations formed under its congressional charter, the National Academy of Engineering, National Academy of Medicine, and National Research Council are collectively referred to herein as the National Academies of Sciences, Engineering, and Medicine or as “the National Academies.” The PEER2PEER Website is hosted by Hivebrite, Inc. The privacy statement specified herein applies to the PEER2PEER Website, including all pages therein.

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On behalf of the National Academies, Hivebrite records the following information automatically for all website visitors; the IP address from which you access the Internet, the date and time, the Internet address of the website from which you linked directly to this site, the name of the file or the words you searched, and the browser used to access this site.

Some public areas of this site use customized JavaScript code to record this same information in a statistics log.

Hivebrite may share this information with the National Academies in order to for the National Academies to measure the number of visitors to the various sections of this site and identify system performance or problem areas. The National Academies may also use this information to help us expand the coverage of this websites and to make this website more useful.

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A cookie is a piece of data stored on the user's hard drive containing information useful for the user's Web interactions. The Academies do not use cookies to store personal data or link non-personal information stored in cookies with personal data about specific individuals. The Academies use cookies primarily to provide general Web analytics. Some optional or customizable features of our website require that the user's browser accept a cookie. The cookie information does not include personal data such as name, age, phone number, email address, or mailing address.

Information You Submit to Create an Account, on Message Boards and Other Public Areas

By creating an account, the information you provide will be used to create a Member Profile and that information will be included in a Member Directory that will be visible to all other logged in users. In addition, information submitted to public message boards and other public interactive Web pages of this website is available to the general public. The National Academies does not control the sending or receiving of email messages as a result of postings to our websites.

Sharing Personal Data with Third Parties

In order to create an account, we may ask for contact information such as name, address, and email address. We may store this information and may use it to contact you. Your participation and the provision of such information are entirely voluntary.

The use or disclosure by the Academies of such information you provide is not shared with third parties except as provided below. You will be able to opt out of communications from our partners.

The Academies may share personal data that is disclosed on or in response to a subscription Web page with its consultants or affiliates for internal business purposes and may also disclose personal data if such data is required by law.

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In addition to the services of Hivebrite, the National Academies may use third-party services to better engage with our visitors or to collect data by means of forms, surveys, subscriptions, or other online data entry mechanisms. The National Academies are not responsible for the terms of service or privacy policies of any third-party service providers. Information you provide through these third-party services may be shared with the National Academies. Any information shared will be treated by the National Academies as if you have provided it to directly via this Website as described in the Sharing Personal Data with Third Parties section above.

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The National Academies may request technical information regarding the operation and functioning of this Website from users through surveys. Survey participation is completely voluntary and the user has a choice whether to disclose any information. Information requested may include contact information (such as name and email address) and demographic information (such as zip code and age). Technical feedback received is used to respond to the user's question or comment and to improve our websites. Personally identifiable data submitted by the user for this purpose is not used for other purposes.

For Parents and Guardians

This Website is not intended for use by children. This Website does not address anyone under the age of 13. Hivebrite and the National Academies do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided this Website with personal data, please contact accelnet@nas.edu. If the National Academies become aware that anyone under the age of 13 has provided personal data to the Website without verification of parental consent, the National Academies take steps to remove that information from the Website and request deletion of any such data from Hivebrite's servers.

The National Academies do not monitor public areas of this website for use by minors, and minors and parents should use caution when participating in such activities.

Links

This Website may contain links to other websites. The National Academies are not responsible for the privacy practices of such other websites. Websites maintained by third parties may collect information and use it in a way inconsistent with this privacy statement. We encourage our users to be aware when they leave this Websites and to read carefully the privacy statements of each website they visit.

Changes to this Statement

The National Academies reserve the right to change this privacy statement at any time. The National Academies will use data in accordance with the privacy statement under which any data has been collected. Questions should be directed to accelnet@nas.edu.

Digital Millennium Copyright Act Policy

Introduction

This policy is intended to implement the procedures described in the Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (DMCA) for the reporting of alleged copyright infringement. It is the policy of the National Academy of Sciences (NAS) to respect the legitimate rights of copyrights owners, their agents and representatives. Users of this website are required to respect the legal protections provided by applicable copyright law.

Designated Agent

Notification of alleged infringement should be sent to our designated agent. Upon receipt of notification of claimed infringement, we will follow the procedures outlined on this page and in the DCMA. Complaints made to our designated agent will be communicated to the appropriate personnel.

Complaint Notice Procedures for Copyright Owners

A notice of alleged copyright infringement to the designated agent must include the following.

An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Academies to locate the material.

Information reasonably sufficient to permit NAS to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notice 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.

Failure to include all of the above information may result in a delay of the processing or the DCMA notification.

Notice and Takedown Procedure

It is expected that all users of this website will comply with applicable copyright laws. However, if NAS is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, we will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. NAS will comply with the appropriate provisions of the DMCA in the event a counter notification is received by our designated agent.

Repeat Infringers

Under appropriate circumstances, NAS may, in our discretion, terminate authorization of users this website who are repeat infringers.

Accommodation of Standard Technical Measures

It is NAS policy to accommodate and not interfere with standard technical measures we determine are reasonable under the circumstances, in other words, technical measures that are used by copyright owners to identify or protect copyrighted works.