

## **SeadragonSearch User Agreement**

Welcome to SeadragonSearch! Please read this User Agreement. By using this web site, you accept its terms. This User Agreement applies to any web pages that use the following domain, which are collectively known as "SeadragonSearch":

seadragonsearch.org

The Internet is an evolving medium, and we may change the terms of this User Agreement from time to time. By continuing to use any of SeadragonSearch's sites after we post any such changes, you accept the User Agreement, as modified. We may change, restrict access to, suspend or discontinue SeadragonSearch, or any portion of SeadragonSearch, at any time.

If you disagree with any material you find in SeadragonSearch, we suggest that you respond by noting your disagreement in an email to admin at seadragonsearch dot org. We invite you to bring to our attention any material you believe to be factually inaccurate. Please forward a copy of the material to our admin email address along with an explanation of your disagreement.

If you are an owner of intellectual property who believes your intellectual property has been improperly posted or distributed via SeadragonSearch, please notify us immediately by sending an email to admin at seadragonsearch dot org.

A link to another Web site does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by SeadragonSearch or its participants.

### **NO SOLICITING**

You agree not to use SeadragonSearch to advertise or to solicit anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.

### **USE OF MATERIALS**

Any photographs that you submit to SeadragonSearch remain YOUR intellectual property, and SeadragonSearch and its participants agree not to use them for media purposes without your express permission. However, by submitting photographs and seadragon sighting data you give SeadragonSearch and its participants permission to use this data for research and conservation purposes. Data, such as seadragon identifications, may be derived from your submissions. These data become the intellectual property of SeadragonSearch and may not be published or re-used without the express permission of SeadragonSearch.

The Internet allows people throughout the world to share valuable information, ideas and creative works. To ensure continued open access to such materials, we all need to protect the rights of those who share their creations with us. Although we make SeadragonSearch freely accessible, we don't intend to give up our rights, or anyone else's rights, to the materials appearing in SeadragonSearch. The materials available through SeadragonSearch are the property of SeadragonSearch or, in the case of photographs and images, the property of individual contributors. All photographs and data are

protected by copyright, trademark, and other intellectual property laws. You may not reproduce any of the materials without the prior written consent of the owner. You may not distribute copies of materials found on SeadragonSearch in any form (including by email or other electronic means), without prior written permission from SeadragonSearch.

Requests for permission to use, reproduce, or distribute materials found in SeadragonSearch should first be sent to admin at seadragonsearch dot org. Requests will be evaluated and responded to (yes or no) as quickly as possible. Our main concern is to protect intellectual property and to ensure that credit is given where credit is due. Our mission is to facilitate global cooperation within the seadragon research community, and we are working to make as much data as possible available while protecting the rights of individual contributors.

#### PRIVACY

Your personal information (name, address, email address, phone number) is available for follow up contact by users (researchers and volunteers) logging into wildbook.seadragonsearch.org for research purposes. Your name and email address may be exported from our database for use in analysis by approved users. Your personal information is not otherwise sold or re-distributed beyond our system. When accessing this facility in conjunction with social media sites (e.g., Facebook and Flickr), we may access your name and email address (login) and you may choose select photo albums and photos during data submission. Other than login and photo submission for related research, we do not otherwise access your social media accounts.

#### LINKING

We welcome links to SeadragonSearch. You are usually free to establish a hypertext link to any of SeadragonSearch pages so long as the link does not state or imply any sponsorship of your site by SeadragonSearch. Pages linking to the Library should include, to the best of your ability, factually correct information about SeadragonSearch and about seadragons. In other words, please respect the scientific mission of SeadragonSearch and help us ensure that only accurate information about seadragons is disseminated.

#### FRAMING

No Framing. Without the prior written permission of SeadragonSearch, you may not frame any of the content in SeadragonSearch, or incorporate into another Web site or other service any intellectual property of SeadragonSearch or its data contributors. Requests for permission to frame our content may be sent to: admin at seadragonsearch dot org.

#### DISCLAIMER OF WARRANTIES AND LIABILITY

We work hard to make SeadragonSearch interesting and informative, but we cannot guarantee that our users will always find everything to their liking. Please read this Disclaimer carefully before using SeadragonSearch.

YOU AGREE THAT YOUR USE OF SEADRAGONSEARCH IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGHOUT, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON ANY SEADRAGONSEARCH MATERIAL, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH SEADRAGONSEARCH.

SEADRAGONSEARCH IS PROVIDED TO YOU AS IS, WITH ALL FAULTS, AND AS AVAILABLE. UNDER NO CIRCUMSTANCES SHALL THE PARTICIPANTS, PROGRAMMERS, AND CONSULTANTS IN SEADRAGONSEARCH BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF USE OF SEADRAGONSEARCH, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF SEADRAGONSEARCH AND ITS STAFF AND AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

#### USER ACCOUNTS

SeadragonSearch staff does its best to ensure that information we post to SeadragonSearch is timely, accurate, and scientifically valuable. To obtain access to certain services of SeadragonSearch, you may be given an opportunity to register with SeadragonSearch. As part of any such registration process, you will be provided an user name and a password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, or attempt to enter SeadragonSearch under the name of, another person. You will be responsible for preserving the confidentiality of your password, sharing it with no one else without express permission, and will notify the staff of SeadragonSearch of any known or suspected unauthorized use of your account. You agree to indemnify, defend and hold harmless SeadragonSearch, its affiliates and participants, and their officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs (including reasonable attorneys' fees) resulting from any violation of this User Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing SeadragonSearch using your account.

#### MISCELLANEOUS

In the event that any portion of this User Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this User Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the User Agreement.

By using SeadragonSearch, you agree to abide by the terms of this User Agreement.

We hope you enjoy using SeadragonSearch, and we welcome suggestions for improvements.

Thanks for your support!

Last updated: September 28, 2020