

## **Terms of use**

Cochrane Crowd is a web-based software platform that enables contributors to complete micro-tasks in the area of evidence-based medicine (“Cochrane Crowd” or “platform”) for The Cochrane Collaboration (“Cochrane” or “us”). By using our platform, the user (“you”) are agreeing to the terms and conditions of use outlined here (“terms”). These terms govern our relationship with you for the platform. If you do not wish to be bound by these terms, please do not use the platform.

## **Reasons for contributing to Cochrane Crowd**

The platform hosts ‘micro-tasks’. These tasks have been developed to help Cochrane deal with ‘flood of data’ issues and develop its methods and processes in order to be able to fulfill its goals of improving health-care decision-making. For each task the goal is for us to be able to use and analyse the information provided by users, both to enhance existing Cochrane methods, products and services and to help generate and evaluate new ones.

## **Ownership of Cochrane Crowd and what you may do with Cochrane Crowd content**

Cochrane is the owner of all property and intellectual property rights of whatever nature throughout the world in and to the platform (including, without limitation, the software comprised in the platform, the look and feel of the platform and all Cochrane-related branding, trade marks, logos and visual design elements included in the platform) (“platform intellectual property”). You may not copy or use any element of the platform intellectual property.

Cochrane is also the owner or licensee of the content, contributions and data on or collected via the platform (“Crowd Content”) and all intellectual property rights of whatever nature throughout the world in and to Crowd Content.

Subject to the rights you give to Cochrane in these terms, you will own any contribution you make to Cochrane Crowd, including any record of any interaction you may have with Cochrane Crowd (“your contribution”), and you may use, distribute or modify your contribution in any way you like. However, you will not own or acquire any rights in the Crowd Content itself.

By submitting your contribution to Cochrane Crowd, you will grant Cochrane a perpetual, royalty-free, non-exclusive, sub-licensable licence to use, reproduce, modify, adapt, publish, distribute, translate and create derivative works from your contribution; to include your contribution in any Cochrane products and services or other works in any media now known or later developed; and to exercise all intellectual property rights of whatever nature throughout the world with respect to your contribution for the full term of any such rights.

## **User accounts**

To access the platform, you must create an account by logging on as a new user. When creating your account, you must provide us with accurate information. Your login may only be used by one person, you. You are responsible for the activity on your account, including any contribution or content that is uploaded via your account. It is your responsibility to keep your password secure, and to notify us immediately if any unauthorised access of your account occurs. As noted below, we are not liable for any losses or other consequences of unauthorised use of your account.

## **General use of the platform**

You may use, and we grant you a royalty-free, non-exclusive licence to access and use, the

platform for the limited purposes referred to in these terms. As noted below, this licence is personal to you and may not be transferred, assigned or sub-licensed to any other person. You understand and accept that we cannot and do not guarantee confidentiality with respect to your contribution.

You agree that you will not:

- Modify, build upon or block any functionality of the platform.
- Reverse engineer the platform or access the platform in order to copy any features or functions of the platform.
- Misuse the platform or attempt to modify or harm the platform in any way or attempt to harvest the contributions of other users or any other element of the Crowd Content.
- Submit or upload to the platform or publish or store on the platform any material which you do not own or have rights to use in accordance with these terms and any material which is, or may encourage behaviour which is, unlawful (including, without limitation, material or behaviour which is sexually explicit or pornographic; violent or cruel to humans or to animals; hateful or discriminatory; exploitative of minors; or fraudulent, defamatory or in breach of the confidentiality or privacy rights of any person).

You understand and agree that we do not endorse or have any liability for your contribution or any material which you submit or upload to the platform or publish or store on the platform; and that we may remove any contribution or material which we consider to be in breach of these terms.

### **Usage information**

We monitor how users use our platform, and aggregate general statistics about users and traffic patterns as well as data about how users respond to various site features (“usage information”). This includes, without limitation, recording:

- When you log in;
- Pages you request;
- Contributions and classifications you make.

If you register and log in, the logs associate these activities with your username. Otherwise, they are associated with your IP address. In order to collect usage information, we may use software that collects statistics from IP data. This software may determine, amongst other things, what times of day users access the website, which country they access the website from, how long they visit for and what browser they are using.

Usage information is collected to help us improve the platform and our work, and may be used in particular for the following purposes:

- Internal record keeping and report generation.
- The sending of emails periodically to promote new platform functions, new micro-tasks or other information relating to the platform.
- The customisation of the platform.
- The conduct of experiments and tests regarding the use of various platform features.
- Research -related studies and other work. For example, we might use one of your classifications as an illustration in a paper, show some of your classifications to other users to see if they agree or disagree, or publish statistics about user interaction.

### **Platform availability and changes**

We will try to maintain a secure platform, but cannot and do not guarantee it will be error- or problem-free. We use third party vendors and hosting partners to provide the hardware, software, networking, storage and related technology required to run the platform.

The platform is provided on an “as is” and “as available” basis. We cannot and do not guarantee that use of it will be uninterrupted, timely, secure or error-free.

We may from time to time modify, suspend or discontinue the platform, temporarily or permanently, with or without notice. We will not be liable to you or any other person for any such modification, suspension or discontinuance.

In evaluating the platform and task performance we may randomly and blindly assign tasks or contributors to certain conditions for system evaluation and testing.

### **Managing and Closing Accounts**

You will be free at any time to make your account inactive. This will end your ability to complete micro-tasks and otherwise to make any contribution to the platform.

By registering and using the platform, you agree to abide by these terms. If you do not abide by these terms, we may immediately suspend or close down your account, and/or remove any material contributed by you which we deem to be in breach.

### **Limitation of liability**

You understand and agree that Cochrane will not be liable to you in respect of your use of the platform or its use of your contribution other than as expressly stated in these terms. Further, you understand and agree that Cochrane will not be liable for any direct, indirect, incidental, special or consequential loss, or any exemplary damages (including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses) arising out of or in connection with: (i) the use of or inability to use the platform; (ii) material on the platform; (iii) unauthorised access to or alteration of your contribution; (iv) statements or conduct of any user of the platform; or (v) any other matter relating to the platform.

### **Indemnity**

You will indemnify, defend and hold harmless Cochrane and its directors, employees, agents, representatives and contractors from and against any and all claims, suits, proceedings, damages, obligations, losses, liabilities, costs, debts or expenses arising from: (i) your use of and access to the platform; (ii) your breach of any of these terms; (iii) your breach of any right of any other person (including, without limitation, any intellectual property, privacy or property right); or (iv) any claim that your contribution caused damage to any other person. You understand and agree that this indemnity will survive any termination of your use of the platform, however occurring.

### **Assignment**

Any right granted to you by Cochrane under these terms is personal to you and may not be transferred, assigned or sub-licensed by you to any other person.

Any right granted by you to Cochrane under these terms may be freely transferred, assigned or sub-licensed by Cochrane without restriction.

**Privacy**

Our data protection policy governs use of your personal data; this is at: <http://www.cochrane.org/privacy> and forms part of these terms.

**Open Access:**

Our statements concerning Open Access are at: <http://www.cochrane.org/about-us/open-access> and form part of these terms.

**End-User Licence Agreement**

Our end-user licence agreement is at: <http://tech.cochrane.org/revman/licensing/end-user-license-agreement> and forms part of these terms.

**Change to terms**

These terms were last updated on 26 August 2016. We may modify or replace these terms at any time. Your continued use of the platform constitutes your acceptance of these terms as modified or replaced from time to time.

**Governing law**

These terms are governed by and construed in accordance with the laws of England and any dispute or difference arising out of them or otherwise relating to Cochrane Crowd will be within the exclusive jurisdiction of the English courts.