

## **TEXT AND DATA MINING SERVICE AGREEMENT**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND IIETA.**

### **ACKNOWLEDGEMENT AND ACCEPTANCE.**

Text and data mining services (hereinafter referred to as "TDM Services") owned and operated by the International Information and Engineering Technology Association (hereinafter referred to as "IIETA") is provided to ("You", "Your" or "Users") by the terms and conditions of this TDM Service Agreement, incorporated herein by this reference (the "Agreement"). You acknowledge that You have the right to sign this Agreement and that You are a truly authorized user of the Dataset, as defined below, You can access the Dataset. You understand that if You terminate as an authorized user, or for any reason, this Agreement terminates. IIETA reserves the right to change the terms of this Agreement at any time in its sole discretion.

By continuing to view and/or access the content on [www.iieta.org](http://www.iieta.org), You accept and agree to the terms and conditions of this Agreement.

### **USER RIGHTS AND RESPONSIBILITIES.**

The user must not:

- abridge, modify, translate or create any derivative work based on the Dataset;
- delete, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Dataset;
- substantially or systematically reproduce, retain or redistribute the Dataset;
- extract, develop or use the Dataset in any direct or indirect commercial activity.

The user will bear all costs, expenses, losses and liabilities related to the TDM service and all activities undertaken by the user. The user shall provide IIETA with access to the TDM output and any other content or material related to the use of the TDM output in accordance with IIETA's requirements to ensure compliance with the terms and conditions of this Agreement.

The user shall obtain prior written permission from IIETA to use IIETA's trademarks, logos or other brand features solely for the purpose of facilitating the user's TDM output. In the event permission is granted by IIETA, You will not display IIETA brand features that are misleading, defamatory, obscene, or otherwise detrimental to IIETA, or imply that IIETA creates, sponsors or endorses Your TDM output.

TDM output must not violate any laws required in any region that IIETA lists the link with TDM output, including but not limited to data protection laws, copyright infringement and/or other intellectual property rights.

If the TDM output collects or otherwise processes or uses personal data, You are responsible for complying with relevant data protection and privacy laws.

The user acknowledges that, except as expressly provided in this Agreement, all rights, ownership and benefits of the Dataset are owned by IIETA and its suppliers, and unauthorized redistribution of Datasets or TDM outputs could seriously harm IIETA and its suppliers.

Notwithstanding anything to the contrary in this Agreement, open access content in the Dataset is subject to the terms and conditions set out in the applicable user licenses identified in each journal article.

#### **WARRENTIES.**

IIETA does not provide any guarantees regarding the quality, format and errors or omissions of the data. The Dataset is provided "as is" without any express or implied warranties, including but not limited to warranties of title, or implied warranties of merchantability, completeness or accuracy, or fitness for a particular purpose. Use of the Dataset is at the user's own risk. IIETA or any other person involved in the creation, production, or delivery of the Dataset is not responsible for any data loss, business interruption, direct, indirect, incidental, special, consequential or punitive loss caused by the use or inability to use the data.

#### **TERM AND TERMINATION.**

According to the terms of this Agreement, prior to earlier termination, the term of this Agreement shall begin on the date when the user accepts this Agreement and shall continue until either party terminates this Agreement in writing. IIETA may terminate this Agreement for its convenience, and for any reason or for no reason, effective immediately after giving written notice of termination to the other party. In the event of a serious breach by this user, IIETA reserves the right to seek further injunctive relief.

After termination for any reason or expiration, You must permanently delete all IIETA content or IIETA data that You have stored under Your use of the TDM service.

#### **GENERAL.**

The invalidity or unenforceability of any term of this Agreement will not affect any other terms of this Agreement.

Unless signed in writing by both parties, amendments and waiver of any clause of this Agreement are invalid.

Unless IIETA's prior written consent is obtained, the user shall not assign, transfer or license any of their rights or obligations under this Agreement.

IIETA maintains information about users on the IIETA server, including but not limited to user registration information. Users agree that IIETA may use this information in aggregate form for marketing or other promotional purposes. User agrees that IIETA may disclose such information in the good faith belief that such action is reasonably necessary.