

# TAIR Terms of Use

## TAIR Terms of Use

### 1. Description of Service

The Arabidopsis Information Resource (TAIR) maintains a database of genetic and molecular biology data for the model higher plant *Arabidopsis thaliana*. Data available from TAIR may include the complete genome sequence along with gene structure, gene product information, gene expression, DNA and seed stocks, genome maps, genetic and physical markers, publications, and information about the Arabidopsis research community (collectively, the "Data"). Gene product function data is obtained from published research literature, community data submissions and computational prediction methods.

Phoenix Bioinformatics Corporation ("Phoenix") owns the database and compilations which make up the TAIR materials ("Materials") under property rights and applicable copyright laws. Phoenix manages the data and Materials and provides them in a number of machine-readable and human-readable formats on its web site, ftp site, or through its web services ("API"). Collectively, the Data, Materials, and API will be referred to as the "Service."

### 2. License

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After April 1, 2014, you will require a TAIR account and a paid subscription to access some portions of the Service. Your account is for your personal use only and access to the Service via your account by others is not permitted.

### 3. Attribution

By using the Service, you agree to provide attribution to TAIR. To attribute the use of the Data to TAIR, you must cite at least one TAIR publication in the way specified at <https://conf.phoenixbioinformatics.org/display/COM/Citing+TAIR> or in a substantially similar manner. You must also supply the URL of these Terms of Use: <https://conf.phoenixbioinformatics.org/display/COM/TAIR+Terms+of+Use>.

### 4. Prohibitions

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Email addresses and other contact information of registered users on the TAIR website is provided exclusively for the purpose of furthering scientific discussions and collaborations. You may not send unsolicited single or bulk emails or any other communications such as but not limited to bulletin boards, user-groups, or instant messaging services to email addresses made available on the Service. Phoenix only permits the sending of emails to recipients who would have reasonable expectations of receiving email from the sender. You must not compile or distribute addresses of other Service users to third parties or use these addresses to advertise products or services, send junk mail, spam, or chain letters.

You may not use the Service in any unlawful manner or in any manner that would impair the provision of the Service to others or that would compromise the security or functionality of the Service.

You may not post or submit any material that is offensive, defamatory, illegal, or intentionally misleading/fraudulent. You may not post or submit any material which comprises advertisement or solicitation.

Phoenix reserves the right to remove any and all content for any reason, for example, content which, in the sole discretion of Phoenix, is prohibited under these Terms of Use or which Phoenix believes may infringe the copyright, trademark, and other property rights of third parties.

### 5. Provision and Termination of Service

Phoenix does not represent that access to the Service will be available on a continuous basis or that the Service will be made available on any specific platform or program. Phoenix provides access to the Service at its own discretion, and the Service may be taken offline or made unavailable by Phoenix at any time, for any amount of time. Phoenix does not represent that it will provide technical support.

Phoenix reserves the right to suspend or terminate your account or cease providing you with all or part of the Service at any time for any reason, including, but not limited to a reasonable belief that: (i) you have violated these Terms of Use, (ii) you create risk or possible legal exposure for Phoenix.

Phoenix may, at its sole discretion, discontinue providing the Service to any and all users.

In the event of any termination of your access to the Service by Phoenix, all licenses granted to you will terminate, including, without limitation, your license to access and use the materials of the Service. All other terms and conditions of this Terms of Use will remain in force.

## 6. Privacy

Phoenix will use reasonable efforts to protect the privacy of users and any personally identifiable information collected from users.

By providing your email address on the TAIR website, you consent to your name and email address being added to the TAIR user directory, and your name and email address being freely searchable by and viewable to other users of the Service. If you choose to include other details in your contact information profile (e.g. phone number, address), these details will also be included in the TAIR user directory.

For planning, scientific review, and marketing purposes, Phoenix will keep records of usage for the purpose of compiling aggregate usage information. Logs of usage may also be maintained for the purposes of monitoring and improving services or measuring the impact of a particular function on our resources. You hereby consent to the use of a Google Analytics cookie or similar monitoring tool which collects usage data regarding your use of the Service.

You will be required to supply a unique user name and password along with a valid email address for account registration. All other personal information is supplied by you on a voluntary basis.

Phoenix will not store or record any credit card, debit card, bank account, or any other form of payment account information on its servers. Any electronic payments collected in return for your access of the Service or are made through a third-party payment service outside the TAIR web site, such third party being responsible for the security of your payment information.

Phoenix may share aggregate information or individual information that does not personally identify a user with third parties without restriction. One such third party is Google Analytics, which Phoenix Bioinformatics may utilize in order to understand how users are using the Service.

Other than the directory services described herein, Phoenix will only disclose individually identifiable personal information about its users under the following restricted circumstances:

- as required by court order or by law;
- as required to perform or enforce the Terms of Use, including investigation of potential violations thereof;
- in order to detect, prevent, or otherwise address fraud, security or technical issues;
- in order to respond to your support requests;
- in order to protect the rights, property or safety of Phoenix, its users and the public; and/or
- as necessary to enable third parties such as contractors to facilitate assistance in operating the Services, provided all such third parties agree in writing to keep this information confidential.

## 7. No Warranties, Limitations on Liability

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- **YOUR USE OF THE DATA IS AT YOUR SOLE RISK. THE DATA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PHOENIX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE SERVICE, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.**
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- **NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PHOENIX OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.**

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**UNDER NO CIRCUMSTANCES WILL PHOENIX BE LIABLE TO YOU OR ANY OTHER PERSON, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE SERVICE BY YOU.**

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## 9. Changes to Terms of Use

These Terms of Use may be amended by Phoenix from time to time at our sole discretion, without notice to you or other users. Please periodically review the controlling version of these Terms of Use at <https://conf.phoenixbioinformatics.org/display/COM/TAIR+Terms+of+Use>. By continuing to use the Service subsequent to Phoenix making available an amended version of these Terms of Use, you acknowledge, agree and consent to such amendment.

## 10. General Provisions

Phoenix reserves the right to develop products or services that may compete with products or services that you offer. Each party will comply with all applicable laws. Phoenix reserves the right to take any actions necessary in order to comply with applicable laws or court orders in any jurisdiction. These Terms of Use make up the entire agreement between you and Phoenix and supersede any prior written or oral agreements related to the subject matter hereof. If any provision of the Terms of Use is unenforceable, it will not affect the other Terms of Use, which shall remain in full force and effect. A waiver of any provision or breach shall not be deemed to be a waiver of any other provision or breach. These Terms of Use do not create any third party rights. You may not assign or otherwise transfer its rights hereunder without the prior written consent of Phoenix, and any transfer to the contrary shall be null and void. Phoenix reserves the right to transfer all of its rights and obligations under these Terms of Use, including ownership and/or operation of Phoenix Bioinformatics and/or the Service, to another entity in the event of a merger, joint venture, dissolution, or other corporate restructuring.

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