ColCat Wiki Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions: The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “User”, “You” and “Your” refers to you, the person accessing this website and accepting ColCat’s terms and conditions. “ColCat Developers”, “Ourselves”, “We” and "Us", refers to our Research Group. “Party”, “Parties”, or “Us”, refers to both the Users and ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement
We are committed to protecting your research privacy. Authorized site developers within our group will only use information collected from individual users on a need to know basis. We constantly review our systems and data to ensure the best possible service to our users. User information will only be used to investigate unauthorized actions against computer systems and data.

Confidentiality
We respect the California Online Privacy Protection Act (OPPA) of 2003 http://www.nossaman.com/california-online-privacy-protection-act-2003-oppa, we display a privacy policy on the site and comply with its policy, and we restrict and monitor collection of personally identifiable data. In addition, user records are regarded as confidential and therefore will not be divulged to any third party, other than to ColCat web administrators and if legally required to do so to the appropriate authorities.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by our research group will only be in connection with the provision of agreed terms of use of the web site and its database.

Agreement to Acknowledge Source
By using the contents of this website the User agrees to acknowledge use of any data or information obtained from the site or it’s database with a citation or acknowledgement in published or reported research. The MacLaury database and its associated platform, including the website and its contents, is licensed to the authors under Creative Commons Attribution-Noncommercial-NoDerivatives Works 4.0 International License. December 31, 2015. The citation for this website is:


Disclaimer
Exclusions and Limitations
The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, we:
— Exclude all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the website’s literature; and
— Exclude all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised ColCat of the possibility

Source: colcat.calit2.uci.edu
of such potential loss), damage caused to your computer, computer software, systems and programs and 
the data thereon or any other direct or indirect, consequential and incidental damages.

Payment
We do not expect payment for providing the User access to the data archive associated with this website. 
We do accept donations to help maintain the website.

Cancellation Policy
By using the web site and being permitted access to its data you agree to do no harm to the database or the 
website by destroying, altering, or modifying its contents in any unauthorized manner. Doing so will 
result in cancellation of access to the web site and its archive.
By using the web site you agree to be added to the website list-serve and receive 1 monthly email 
summarizing website updates. Automated emails will use the address associated with your registered 
username. If your email address becomes inactive we will make an attempt to contact you, however 
accounts of users without a valid email address will be closed/cancelled after 2 weeks of failed mail 
delivery, and/or failure to update email address information or an absence of contact by email or 
otherwise.

Availability
Unless otherwise stated, the services featured on this website are only available through a User login to 
the site and by maintaining an active email address that is registered with the site for notification 
purposes. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, 
programs and text available through this site. Redistribution or republication of any part of this site or its 
content is prohibited, including such by framing or any other means, without the express written consent 
of the ColCat project developers. The ColCat group does not warrant that the service from this site will be 
uninterrupted, timely or error free, although it is provided to the best ability. By using this service you 
thereby indemnify this Colcat, its employees, agents and affiliates against any loss or damage, in 
whatever manner, howsoever caused.

Log Files
We use IP addresses to analyze general trends of website use, administer the site, and gather broad 
demographic information for aggregate use. IP addresses are not linked to personally identifiable 
information. Additionally, for systems administration, detecting usage patterns and troubleshooting 
purposes, our web servers automatically log standard access information including browser type, URL 
requested, and referral URL. This information is not shared with third parties and is used only by ColCat 
on a need-to-know basis. Any individually identifiable information related to this data will never be used 
in any way different than that stated above without your explicit permission.

Cookies
Like most interactive web sites the ColCat website uses cookies to enable us to retrieve user details for 
each visit. Cookies are used in some areas of our site to enable the functionality for the given area and 
eease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website
You may not create a link to any page of this website without our prior written consent. If you do create a 
link to a page of this website you do so at your own risk and the exclusions and limitations set out above 
will apply to your use of this website by linking to it.

Source: colcat.calit2.uci.edu
Links from this website
We do not monitor or review the content of other party’s websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. ColCat will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice
Copyright and other relevant intellectual property rights exists on all text relating to the ColCat website services and the full content of this website. The MacLaury database and its associated platform, including the website and its contents, is licensed to the authors under Creative Commons Attribution-Noncommercial-NoDerivatives Works 4.0 International License. December 31, 2015. The citation for website is:

Communication
The e-mail address for general queries is colcat@calit2.uci.edu. Other contact information can be found on our “Contact Us” link on our website.

Force Majeure
Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

Waiver
Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General
The laws of the State of California of the United States, govern these terms and conditions. By accessing this website and using its contents you consent to these terms and conditions and to the exclusive jurisdiction of the US courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the

Source: colcat.calit2.uci.edu
remaining terms will continue to apply. Failure of ColCat to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes
ColCat developers reserve the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our homepage and on other key pages on our site. If there are any changes in how we use our site customers’ Personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the User and ourselves. Your accessing of this website and/or establishing a User Account indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein.

© ColCat 2016 All Rights Reserved

By logging in as a user of ColCat wiki, I agree to the above Terms of Use.