Terms of Service

Last modified: 1/8/2018

Methinks Terms of Service

If you create an account with Methinks, or if you view comments posted through Methinks, you agree to the Methinks User Terms of Service.

Methinks may, in its sole discretion, modify or update these Terms of Service from time to time, and so you should review this document periodically. When we change the policy, we will update the ‘last modified’ date at the top of this document. Your continued use of Methinks following the posting of any changes to these Terms means you accept such changes.

Methinks User Terms of Service

Foundation for Research and Technology – Hellas (FORTH), (“FORTH”, “we”, “us” or “our”) offers an online public comment sharing platform, called Methinks, where you may login and create profiles to provide comments on various services or products. These Terms of Service (the “Terms”) govern your use of and access to our comment sharing platform, software and website (collectively “Methinks”, or “System”) by using the System you understand and agree to be bound by these Terms.

THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Use of the System

You may only access and use the System if you agree to be bound by these Terms, are over the age of 13, and are not a person barred from receiving or using the System under the laws of the applicable jurisdiction. If you are accepting these Terms and using the System on behalf of a company, organization, government or other legal entity, you represent and warrant that you are authorized to do so. In the event you breach these Terms, or violate the Basic Rules of Methinks, we may, in our sole discretion, revoke your rights to use the System and terminate your account.

License to Use the System

FORTH grants you a non-exclusive, limited, non-transferable, revocable license to access and use the System in accordance with the Terms and in the manner contemplated hereunder. FORTH reserves all rights not expressly granted herein to the System and the Methinks Content (as defined below). FORTH reserves the right to revoke your license to use the System at any time and for any reason.
Modifying or Discontinuing the System

We are constantly changing and improving the System. We may, without prior notice to you, add or remove functionalities or features, and we may suspend or stop the System altogether.

Methinks Account

By creating a Methinks account, you agree to these Terms. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may never use another user’s account without permission. You must notify the Methinks team immediately of any breach of security or unauthorized use of your account. FORTH will not be liable for any losses caused by any unauthorized use of your account. You may control your User profile and how you interact with the System by changing the settings in your profile settings.

Privacy

The Methinks Privacy Policy describes how we use and process the information you provide to us when you use the System. You understand that by using the System you consent to the collection, use and disclosure of your information as set forth in our Privacy Policy.

Content on the System

You are responsible for your use of the System and for any content you submit, post, display or otherwise make available on or through the System (“User Content”), including that such User Content complies with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

FORTH takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts or sends over the System. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that might be offensive, harmful, inaccurate, inappropriate for children or otherwise inappropriate, content unsuited to your purpose, or in some cases, postings that have been mislabelled or are otherwise deceptive, and you agree that FORTH shall not be liable for any damages you allege to incur as a result of User Content. Any use of or reliance on User Content or materials posted via the System or obtained by you through the System is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or communications posted via the System or endorse any opinions expressed via the System. All User Content is the sole responsibility of the person who originated such User Content. We may not monitor or control the User Content posted via the System and we cannot take responsibility for such User Content.

FORTH respects the intellectual property rights of others and expects users of the System to do the same. We reserve the right to remove User Content alleged to be
infringing without prior notice, at our sole discretion and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us as described below. Moreover, User Content may be moderated by web site owners, and web site owners may choose to remove and/or reject User Content at its sole discretion.

By using the System you represent and warrant that your User Content does not violate any applicable law or infringe any third party proprietary rights, including but not limited to, any Intellectual Property Rights.

Rights Regarding User Content

You retain your rights to any User Content (“User Content”) that you provide. By submitting, posting or displaying any Content on the System, you expressly grant, and you represent and warrant that you have all rights necessary to grant FORTH a worldwide, royalty-free, non-exclusive, sublicensable, transferable, perpetual and irrevocable license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute, and make derivative works of such User Content in any and all media, technology or distribution methods (now known or later developed). This license authorizes FORTH to make your User Content available, to the rest of the world and to let others do the same. You agree that this license also includes the right for FORTH to provide, promote, and improve the System and to make User Content submitted to or through the System available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion, publication, or otherwise of such User Content on other media and services. Such use by FORTH or other companies, organizations or individuals may be made with no compensation paid to you with respect to your content.

Methinks Content

The Methinks’ and FORTH’s name, logo, designs, trademarks, trade dress, copyrights, patents or other intellectual property rights in the Methinks’ software, images, text, graphics, illustrations, logos, APIs etc. (the “Methinks Content”) is the exclusive property of FORTH or its licensors. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or to Methinks Content, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Methinks Content. Use of the Methinks Content for any purpose not expressly permitted by these Terms is strictly prohibited.

System Rules

The Methinks System Rules below outline what is prohibited on the System; by using the System, you agree to comply with the Methinks System Rules, which are an indispensable part of these Terms. Using Methinks to do any of the following breaks our Terms of Service and appropriate action (which can include removing a comment or discussion, resetting a profile, or banning an account) will be taken to enforce them.
Note that Methinks comments may appear in websites and online communities not owned by FORTH or associated with Methinks; these websites and online communities may have their own rules about content and comments on their site, and you have to respect the rules of the communities in which you are using Methinks to comment.

The following are not allowed anywhere on Methinks:

**Bullying; Harassment; Hate Speech.** We do not allow bullying or hate speech on the Methinks platform. Hate speech attacks people based on “protected characteristics” which include race, ethnicity, sexual orientation, religious affiliation, sex, gender, gender identity or serious disability or disease. Bullying targets individuals with the intention of degrading or shaming them. Methinks prohibits bullying and hate speech and requires our users to respect each other and comment with the respect and sensitivity of others in mind.

**Trademark Rights and Rights of Publicity; Impersonation.** Users are required to respect the intellectual property rights of others, and are prohibited from posting content that violates someone else’s copyright, trademark, or right of publicity. Additionally, users are prohibited from impersonating others in a manner that does or is intended to mislead or deceive others. Accounts portraying another person in a confusing or deceptive manner may be banned at Methinks' discretion.

**Safety; Self-Harm.** Users are prohibited from promoting or encouraging suicide or self-harm. When we receive reports that a person is threatening suicide or self-harm, we may take a number of steps to assist them.

**Direct threat of harm.** Users are prohibited from posting active threats of harm directed towards a specific person or defined group of individuals. Contact local authorities if you feel a crime has been committed or is imminent.

**Violence and Criminal Acts.** Users are prohibited from promoting or publicizing violent crime, theft, or fraud. We also prohibit users from making threats of violence, serious physical harm, or death. This includes, but is not limited to, promoting, publicizing or threatening terrorist activity, organized hate crime, mass or serial murder, human trafficking, and organized violence.

**Child sexual exploitation.** Methinks prohibits content that sexually exploits or endangers children. If we become aware of apparent child exploitation, we will report it in compliance with applicable law.

**Inappropriate Content.** Graphic media, including explicit violence, gore, and pornographic content are not allowed. Profile content allowed by Methinks may not be allowed on all communities, so report such profiles to the site moderator.

**Posting personally identifiable information.** Posting personally identifiable information is prohibited. Examples of protected information: credit card number, home/work address, phone number, email address, social security number.
Deceitful data collection; Malware. Users are prohibited from: collecting or harvesting any personally identifiable information, including account names, from the System; attempting to interfere with, to compromise the system integrity or security or to decipher any transmissions to or from the servers running the System; taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; uploading data, viruses, worms, or other software agents through the System; accessing any content on the System through any technology or means other than those provided or authorized by the System; or bypassing the measures we may use to prevent or restrict access to the System, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the System or the content therein.

Spam. Users are prohibited from posting or sending Spam through the System. What constitutes Spam is constantly evolving. Generally, Spam means repeated actions that negatively impact others, such as repeatedly posting a comment with the intent to post a thread etc.

Disclaimers and Limitation of Liability

THE SYSTEM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR ACCESS TO AND USE OF THE SYSTEM IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, FORTH, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (THE “FORTH ENTITIES”) DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE FORTH ENTITIES DO NOT WARRANT OR REPRESENT AND DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL LIABILITY FOR: (I) THE COMPLETENESS; ACCURACY, RELIABILITY OR CORRECTNESS OF THE SYSTEM OR ANY CONTENT; (II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SYSTEM OR CONTENT; (III) THE DELETION OF OR FAILURE TO STORE OR TRANSMIT ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SYSTEM; (IV) THAT THE SYSTEM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, SECURE, OR ERROR FREE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SYSTEM IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SYSTEM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE FORTH ENTITIES, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT
RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. UNDER NO CIRCUMSTANCES WILL THE FORTH ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SYSTEM OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE SYSTEM IS CONTROLLED AND OPERATED FROM ITS FACILITIES IN GREECE. THE FORTH ENTITIES MAKE NO REPRESENTATIONS THAT THE SYSTEM IS APPROPRIATE OR AVAILABLE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SYSTEM FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE ENTIRELY RESPONSIBLE FOR ANY LIABILITY INCURRED BY DOING SO.

Disputes, Choice of Law and Jurisdiction. These Terms will be governed by and construed in accordance with the laws of Greece, without giving effect to any principles of conflicts of laws. Any claims, disputes or controversies will be settled by the Court of Heraklion, Greece. Nothing in this Section shall be deemed as preventing FORTH from seeking injunctive or other equitable relief from the courts as necessary to protect any of FORTH’s proprietary interests.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Any dispute resolution proceedings relating to these Terms or the Site will be conducted only on an individual basis and not as a class, consolidated, joined or representative action and the parties expressly waive all rights to commence or participate in any class, consolidated or representative action/proceeding. You agree that FORTH’s agreement to arbitrate claims constitutes consideration for such waiver.

U.S. Government Entities

If you are a federal, state, or local government entity in the United States using the System in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the Greek State (excluding choice of law).

Indemnity

You agree to defend, indemnify and hold harmless FORTH and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not
limited to attorney’s fees) relating to your use of the System or actions taken through the System, your User Content or any other data or content transmitted or received by you; or your violation of applicable law, third party proprietary rights or these Terms.

**Severability**

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. FORTH’s failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Contact FORTH:

100 Nikolaou Plastira str.,
Vassilika Vouton, Heraklion, Crete
GR-70013, Greece