DICHROWEB – Academic and Not-For-Profit Terms and Conditions

1. Purpose of DICHROWEB

DICHROWEB is an interactive web site which allows the deconvolution of data from Circular Dichroism spectroscopy experiments. DICHROWEB offers an interface to a range of deconvolution algorithms which have open source code. Full acknowledgements of all algorithms and codes used are given via the web site. DICHROWEB also exists to disseminate information about Circular Dichroism to any interested individuals.

2. Availability of DICHROWEB

DICHROWEB is intended to be freely available to scientific researchers working in academia or other non-profit organizations. DICHROWEB reserves the right to discontinue the registration of users academic or non-profit subscriptions who access the service in pursuit of commercial interests.

No liability or responsibility is assumed for the availability of DICHROWEB.

3. Acceptable Usage of DICHROWEB

DICHROWEB is intended for the analysis of scientific data and to raise awareness about the technique of Circular Dichroism. Usage of the web site for any other purpose may be construed as unacceptable use. DICHROWEB reserves the right to discontinue the registration of any user found to be misusing the service. Furthermore, use of the DICHROWEB web site is also governed by the terms of usage for all Birkbeck, University of London web sites and pages.

4. Data storage policy

All data storage issues concerned with user registration and scientific data are in accordance with the 1998 Data Protection Act and the regulations of Birkbeck, University of London. [Birkbeck's Data Protection Statement can be found here](#).

4.1 Personal Data

DICHROWEB requires that users register to use the service. Registration will normally consist of supplying the name, address, affiliation and contact details of the user. Data will be held until such time that the user elects to discontinue their registration.

Registration data is required in order to ensure that the service is only accessed by users in accordance with the DICHROWEB terms and conditions.

Registered users may at any time request a summary of the held data, or elect to amend the data or delete the data, in accordance with the 1998 Data Protection Act. This may be achieved by emailing a request to cdweb@mail.cryst.bbk.ac.uk . Registered users must note though that access to the service will not be possible without complete registration details.

DICHROWEB does not intend to disclose any details of registered users to any third parties, unless required by law.

4.2 Scientific Data

To use the DICHROWEB service, the data to be processed must be transmitted to the DICHROWEB servers. DICHROWEB can accept no responsibility for the data beyond its servers, either incoming or outgoing.

Data received by DICHROWEB for analysis will be recorded for the purposes of server security and will not be disclosed to any third parties unless required by law. Recorded scientific data will be stored in conjunction with the user ID used to submit it, for identification purposes.

5. Liability of DICHROWEB

Results of Circular Dichroism Deconvolution are provided in good faith, but Birkbeck, University of London can accept no responsibility for the accuracy of results. The accuracy of the analysis depends on the quality of the data supplied by the user and adherence to usage conditions as noted in the on-line user instructions. However, Birkbeck, University of London accepts no responsibility for any consequences arising from the use of the service or from use of the information returned by the deconvolution algorithms.

5.1 Limitation of Liability

To the extent that Birkbeck, University of London has any liability in contract, tort, or otherwise under or in connection with this agreement, including any liability for breach of warranty, their liability shall be limited in accordance with the following provisions of this Clause 5.

5.2

The aggregate liability of Birkbeck, University of London shall be limited to the total income received from the user pursuant to this agreement during the period of twelve (12) months preceding the date on which the liability arises, or five hundred pounds (£500) sterling, whichever is the lesser.

5.3

In no circumstances shall the parties to these Terms and Conditions be liable for any loss, damage, costs or expenses of any nature that is (a) of an indirect, special or consequential nature or (b) any loss of profits (whether direct or indirect), revenue, business opportunity or goodwill, which arises directly or indirectly from that party's breach or non-performance of this agreement, or negligence in the performance of this agreement or from any liability arising in any other way out of the subject matter of this agreement even if the party bringing the claim has advised the other party of the possibility of those losses arising, or if such losses were within the contemplation of the parties.

5.4

Nothing in this agreement excludes any party's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that party's negligence, or liability for fraud or fraudulent misrepresentation.

6. Law and Jurisdiction

The validity, construction and performance of this agreement, and any contractual and non-contractual claims arising hereunder, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit, except that a party may seek an interim injunction (or an equivalent remedy) in any court of competent jurisdiction.

End

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