

Last updated: March 22, 2019

Funding Service Terms

In addition to ResearchGate's [Terms of Service](#) and [Privacy Policy](#), which are expressly incorporated herein, these Funding Service Terms apply to your access and use of ResearchGate's funding feature (the "Funding Service"). By accessing or using the Funding Service, you agree to be bound by these Funding Service Terms, the [Terms of Service](#) and the [Privacy Policy](#) (together, the "Agreement"). If you do not agree with any part of the Agreement, you should not access or use the Funding Service.

Additional terms may apply to specific features of the Funding Service. To the extent of any conflict between different agreements that you have with ResearchGate, these Funding Service Terms and any feature-specific terms govern with respect to your use of the Funding Service.

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1. Funding Service

- a. The Funding Service makes information about awarded grants, funding opportunities, and other related content ("**Funding Content**") discoverable on ResearchGate. Some Funding Content and limited functionality are made available to eligible ResearchGate members free of charge. Other Funding Content and advanced functionality are only available to eligible ResearchGate members who have a paid subscription ("**Funding Premium**").
- b. The Funding Content is made available for informational purposes only. While commercially reasonable efforts are made to ensure the Funding Content is up to date and accurate, we do not guarantee the accuracy, completeness, or availability of the Funding Content. Any reliance you place on the Funding Content is strictly at your own risk. You should always visit the original source or provider of a funding opportunity to independently verify all information about the opportunity.
- c. Where the Funding Content includes links or connections to third-party websites or services that are not owned or controlled by ResearchGate, ResearchGate does not approve or endorse any such third parties, or any information or opinions appearing on their websites or services. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that ResearchGate is not responsible for such risks. You should always read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. If you have any concerns regarding such links or the materials located on such websites or services, you should contact the site administrator or webmaster for the applicable third-party site.
- d. If you have Funding Premium, you may be able to use some features that enable you to receive related email notifications. You can turn off these notifications at any time in your notification settings for your ResearchGate profile. Alternatively, clicking the unsubscribe link in an email will unsubscribe you from all emails of that particular type. Even if you unsubscribe from all email types, you may still receive

administrative communications from ResearchGate and/or its third-party payment processing provider, for example, relating to payment.

2. Payment

- a. When purchasing Funding Premium, you must select a subscription period and provide one or more Payment Methods. A "**Payment Method**" means a current, valid method of payment, accepted by ResearchGate, as may be updated and required from time-to-time. If you provide credit or debit card information to ResearchGate, you confirm that you are authorized to use that credit or debit card.
- b. The subscription fee and any other charges connected with use of the Funding Service, plus any applicable taxes, will be charged to your Payment Method at the beginning of the subscription period. The subscription will only be activated or renewed once payment is received. For some Payment Methods, the issuer may charge certain fees, such as foreign transaction fees, conversion fees, or other fees relating to processing of the Payment Method. Check your Payment Method service provider for details.
- c. We may change the pricing of Funding Premium at any time. If you have an existing subscription, such changes will take effect on your next renewal, provided we have given you reasonable advance notice. Unless you cancel your subscription for Funding Premium at least 48 hours before the subscription period ends, the subscription will automatically renew on the same terms as the expiring subscription, unless we have otherwise given you notice of any changes. In all such cases, you authorize us to charge your next subscription period's fee to your Payment Method.
- d. You agree that ResearchGate has the right to make and receive payments through a third-party payment processing provider, e.g. [Stripe](#) and its global affiliates. As a condition of ResearchGate enabling payment processing services through such provider, you authorize ResearchGate to share with the provider information about you and transaction information related to your use of the payment processing services. You also authorize the payment processing provider to store details of each Payment Method you provide, even after it has expired, to avoid interruptions in your use of Funding Premium and to facilitate future payments.
- e. We store your billing address so we can generate an invoice for you. Such invoices do not require payment by you, but rather are created as evidence of the credit card transaction for your records.
- f. No pricing specified in the Funding Service includes any taxes you may be required to pay in your taxing jurisdiction(s), including but not limited to VAT taxes. You will not be charged VAT if:
 - i. your taxing jurisdiction is not a Member State of the EU and you take any necessary steps to prevent ResearchGate from incurring tax obligations, if possible; or
 - ii. your taxing jurisdiction is a Member State of the EU (other than Germany) and you have provided ResearchGate with a valid VAT identification number.
- g. If your taxing jurisdiction is a Member State of the EU (other than Germany) and you fail to provide ResearchGate with a valid VAT identification number, you will be charged VAT. In all cases, you shall treat any applicable tax in accordance with the tax rules of your taxing jurisdiction and shall take any necessary steps to prevent ResearchGate from incurring tax obligations, if possible.
- h. ResearchGate is permitted to send automatic renewal reminders and invoices only electronically. You are responsible for providing complete and accurate billing and contact information and keeping such

information up to date. You are also responsible for maintaining the security of your ResearchGate account and will be charged for any order placed on or through your account, including, without limitation, orders placed through mistake or error.

- i. Your subscription for Funding Premium may start with a free trial. Free trial eligibility is determined by ResearchGate at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke your free trial in the event that we determine that you are not eligible. We will automatically charge your Payment Method your subscription fee at the end of your free trial period unless you cancel your subscription at least 48 hours prior to the end of the free trial period.

3. Cancellation

- a. You can cancel your subscription for Funding Premium at any time, up to 48 hours before the subscription period ends. If you do not cancel your subscription at least 48 hours before the subscription period ends, the subscription will automatically renew on the same terms as the expiring subscription, unless we have otherwise given you notice of any changes. In all such cases, you authorize us to charge your next subscription period's fee to your Payment Method. If you cancel your subscription at least 48 hours before the subscription period ends, you will continue to have access to Funding Premium through to the end of your current subscription period, at which point your subscription will automatically end. Cancelling a subscription for Funding Premium will not affect your ResearchGate account. However, if you delete your ResearchGate account or if your ResearchGate account is terminated by ResearchGate, any subscription connected with your account will automatically be cancelled (and there will be no refunds or partial refunds).
- b. To the extent permitted by applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month subscription periods.
- c. Either party is entitled to immediate extraordinary termination of the Agreement for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unreasonable for the terminating party to continue the Agreement, taking into account all circumstances of the individual case and weighing the interests of both parties. A good cause for ResearchGate includes, but is not limited to, (i) your failure to comply with any applicable legal provisions, (ii) your breach of a contractual obligation under this Agreement, or (iii) non-payment. If this Agreement is terminated in whole or in part for good cause by ResearchGate, ResearchGate shall disable your access to your subscription and reserves the right to pursue all available legal remedies. In such case, you will not have a right to claim reimbursement of any advance payments.
- d. The following sections of these Funding Service Terms survive termination: 2, 5, 6, 7.

4. Changes to these Funding Service Terms

- a. ResearchGate may change these Funding Service Terms at any time and both parties agree that changes cannot be retroactive. We will provide reasonable notice of any changes to these Funding Service Terms by sending you an email and/or posting an online notice. If you continue to use the Funding Service thirty (30) days after receipt of our notice, you will be deemed to have accepted the changes. If you do not agree with the new terms, you must, within thirty (30) days of receiving our notice, (i) cancel your subscription in accordance with Section 3(a) above, and (ii) notify us that you do not agree with the new terms by sending an email to the email address provided in our notice. In such case, you will continue to have access to Funding Premium subject to the old terms through to the end of your current subscription period, at which point your subscription will automatically end.

5. Representations and warranties

- a. ResearchGate makes no representation or warranty concerning, and disclaims any and all responsibility and liability for, the accuracy, completeness, legality, decency, reliability, or availability of the Funding Content or any other information displayed in or linked from the Funding Service. You acknowledge that you are not paying ResearchGate for the aforementioned information. ResearchGate disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any Funding Content, information, emails, attachments or material connected with the Funding Service. ResearchGate further disclaims any responsibility for any harm resulting from downloading or accessing any information or material through the Funding Service or any third-party websites or services accessed through the Funding Service. Under no circumstances shall ResearchGate be liable to you or any third party on account of your use or misuse of or reliance on the Funding Content or Funding Service.
- b. ResearchGate has no control over, and takes no responsibility for, third-party websites or services that are linked to from ResearchGate. If you enter into an agreement with such third party, you will share your information with them directly, and your rights and obligations will be governed by their terms and conditions and privacy policy. Your interactions with third parties found on or through the Funding Service, including any payments, terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that ResearchGate shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings. If there is a dispute between you and a third party, you agree that ResearchGate assumes no responsibility and is under no obligation to become involved.
- c. The Funding Service, including the Funding Content, is provided by ResearchGate on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the Funding Service will be uninterrupted or error-free. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you.
- d. Notwithstanding, any warranty claims against ResearchGate under mandatory applicable law remain unaffected; Section 6. Indemnification; Limitation of liability applies.

6. Indemnification; Limitation of liability

- a. You agree to indemnify, defend, and hold ResearchGate and its officers, directors, agents, and employees harmless from and against any loss, cost, expense, claim, injury, or damage (including, without limitation, reasonable attorneys' fees and expenses) whether incurred due to third-party claims or otherwise ("Losses") arising out of or in connection with (i) your use of the Funding Service (including any actions taken by a third party using your account), (ii) your violation of this Agreement, (iii) your violation of any applicable laws or regulations, including any applicable data protection or privacy laws, (iv) your violation of any third-party right, including without limitation any copyright, property, or privacy right, and (v) your interactions or dealings with third parties found through or connected with your use of the Funding Service.
- b. Each party will be liable without limitation for damages resulting from (i) injury to life, limb, or health which occurs due to a breach of duty by that party or one of its legal representatives or vicarious agents, (ii) malicious conduct by that party, or (iii) intent or gross negligence by that party or one of its legal representatives or vicarious agents.
- c. Apart from the cases set out in Section 6(b) above, in the event of a breach of any of its cardinal contractual obligations, each party's liability shall be limited to typical foreseeable contractual damages. Cardinal

contractual duties are an abstract description of those obligations whose fulfillment are indispensable for the proper implementation of an agreement and on whose fulfillment the contracting parties can usually rely.

- d. Liability pursuant to the German Product Liability Act shall remain unaffected.
- e. For the avoidance of doubt, any further liability of either party other than as set out above will be limited to the total amount paid for your use of the Funding Service in the twelve (12) month period preceding the applicable claim.

7. Miscellaneous

- a. ResearchGate reserves all of its intellectual property rights in the Funding Service. If you choose to provide suggestions or feedback to ResearchGate, you agree that ResearchGate can (but does not have to) use and share such feedback for any purpose without any compensation to you.
- b. If any notices under this Agreement are sent to you by email, such notices will be sent to your current primary email address listed for your ResearchGate account. You are responsible for updating your primary email address. In the event that the last email address you have provided is not valid, or for any reason is not capable of delivering you the notice, our dispatch of the email containing such notice will nonetheless constitute effective notice.
- c. Only entrepreneurs (in terms of Section 14 of the German Civil Code) may use the Funding Service and/or purchase a subscription for Funding Premium. You represent that you are not a consumer in terms of Section 13 of the German Civil Code (BGB) or Article 2 Paragraph 2 of Directive 97/7/EC.
- d. This Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, email, or written representations and agreements between the parties. No part of the Agreement may be amended or modified unless agreed in writing (including electronically) by both parties. All other terms, including but not limited to terms which are implied by trade, custom, practice or course of dealing, are excluded.
- e. You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your ResearchGate account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate this Agreement and our rights and obligations without consent. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- f. This Agreement shall be governed by and construed in accordance with German law under the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods) and conflict-of-law provisions. All disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in and before the Courts of Berlin, Germany, or, at ResearchGate's discretion, when you are the defendant, at a court located in your home jurisdiction. In the latter case, the parties agree that the dispute and all claims by one party against the other shall be governed by the laws of the forum (ex-tunc).
- g. If any Section (or part of a Section) of the Agreement is held to be invalid, illegal or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision or strike such provision without further prejudice to the Agreement such that all remaining provisions of the Agreement shall remain in full force and effect.