

# Terms of Service

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To help make these terms easy to navigate, the text is broken down into sections covering different topics. You can find an overview of all the sections in the contents. When you visit each section, you'll find a summary of what it contains and a list of subsections.

## Introduction

- If you live outside of the United States, sections 1 to 8 of these Terms of Service ("**Terms**") apply to you.
- If you live in the United States, in addition to sections 1 to 8, section 9 of these Terms applies to you. Section 9 contains additional terms of service for United States residents ("**Additional U.S. Terms**"), **INCLUDING A MANDATORY ARBITRATION CLAUSE IN SECTION 9.2.**
- These Terms incorporate the following additional policies ("**Policies**"): [Community Guidelines](#)  
[Strikes Policy](#)  
[Appeals Policy](#)  
[Intellectual Property Policy](#)  
[Unsolicited Ideas Policy](#)

## Definitions

- "**Member**" (also referred to as "**you**" and "**your**") – a User who successfully registers for an account on the Service.
- "**Member Submission**" – any content, article, data, text, image, post, profile information, or other information that a Member adds, creates, uploads, submits, distributes, transmits, sends, shares, or posts, whether privately or publicly, on or to the Service.
- "**ResearchGate**" (also referred to as "**we**" and "**us**") – ResearchGate GmbH, a German limited liability company.
- "**Service**" – the services made available at [www.researchgate.net](http://www.researchgate.net) and all other websites and properties operated by ResearchGate and all associated applications, including our iOS and Android apps.
- "**User**" (also referred to as "**you**" and "**your**") – anyone who, as a recipient of the Service, accesses or uses the Service for any purpose.
- "**Visitor**" (also referred to as "**you**" and "**your**") – an unregistered User of the Service.

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## 1. Agreement

Our Service is available to you provided that you agree to these Terms and our Policies. Additionally, you can only access the Service and create an account if you meet our eligibility criteria.

### 1.1 What terms apply

We provide the Service as an information society service in the meaning of Article 1(b) of Directive (EU) 2015/1535. Your use of the Service is subject to these Terms, which include the Policies. The Terms become binding on Members once we accept your offer to enter into a binding agreement with us, for example, once you have completed the registration process and we have made your account accessible by you. Visitors may also be asked to agree to these Terms to use certain features. If you do not understand or accept any part of these Terms, you must not use the Service.

### 1.2 Who can use the Service

The Service is only available to individual natural persons acting in their professional capacity who are at least 18 years old. You cannot use the Service if you are on a sanctions-related list of designated persons maintained by the United Nations Security Council, European Union, or any governmental authority of the United States of America, or are prohibited from receiving the Service under laws applicable to you.

To register for an account, you must meet our registration criteria, which require you to either register using an email address with a domain of a research institution recognized by

us or submit acceptable proof of otherwise being an active researcher. If you don't meet our registration criteria at the time of registration, we may reject your registration or terminate your membership if we later learn that you successfully registered without meeting our criteria. If you have previously had your membership terminated by us, you may not register for the Service again.

## 2. Our Service

ResearchGate's mission is to connect the world of science and make research open to all. To achieve this, the Service facilitates discovery, connection, and collaboration, and lets you showcase your research, ideas, and experience.

### 2.1 Discover and connect with relevant people, entities, and information

You can use the Service to discover research, discussions, journals, products, services, and collaboration, publishing, learning, development, and career opportunities. As a Member, you can connect and collaborate with other individuals, recruiters, and entities, build a network, exchange knowledge and insights, and engage and interact with the ResearchGate community.

To be as helpful as possible, the Service takes into account information about you, including information about your career, skills, experience, affiliations, disciplines, location, research output, network, connections, and your and others' activities on the Service, to personalize your experience and recommend content, people, entities, opportunities, and information that may be relevant and useful to you. We also gather information from external sources, to improve these suggestions and disseminate as much relevant scientific content as possible to drive science forward.

Keeping your profile information accurate and up-to-date helps us to make these recommendations more relevant and useful. For more details about how we make these recommendations and how you can influence your experience, see our [Help Center](#). For more information about our processing of personal data, see our [Privacy Policy](#).

### 2.2 Share your research, ideas, and experience

The Service enables Members to share their own research-related work, knowledge, professional insights, and ideas by sharing their Member Submissions. Members can also use the Service to showcase their professional identity, including their education, work experience, credentials, skills, journal roles, expertise, and affiliations.

While we endeavor to make the Service available as constantly as possible, there may be disruptions or temporary suspension of the Service due to maintenance, security, capacity, or events beyond our control.

## 3. Content on the Service

When using the Service, you may see the content of others or share content of your own. Both of these are subject to a few conditions.

### 3.1 Third-party content

As a User of the Service, you may access third-party content made available on the Service. Third-party content may include Member Submissions, content licensed to us by publishers, or scientific metadata, bibliographic information, or other content that we have sourced from publicly available sources.

The source of third-party content may be identified next to or in connection with the content. You can use third-party content available on the Service in accordance with applicable laws, in particular copyright laws (including any applicable exceptions or limitations), or otherwise in compliance with any applicable license terms. Trademarks and logos displayed on the Service belong to their respective owners.

We do not represent that third-party content made available on the Service is appropriate or available for use in any particular location. If you choose to access or use the Service, you do so of your own volition and at your own risk. You are responsible for compliance with all applicable local laws, including, if you are in the United States, any applicable export control or foreign assets control regulations, and are solely responsible for any damage or loss to any party resulting from your access to or use of the content.

All content publicly posted or privately transmitted through the Service is the sole responsibility of the person by whom such content was submitted. We do not endorse and have no control over third-party content made available on the Service. We do not generally monitor content made available on the Service for violations of law or ResearchGate's policies. We may use automated systems to analyze Member Submissions in order to detect potential copyright infringement based on information and instructions provided to us by rightsholders. Otherwise, we do not manually or automatically preview, review, or filter content, or use algorithmic decision-making for the purpose of content moderation. Therefore, we do not and cannot, unless notified, have knowledge of possible infringements, inappropriate or inaccurate content, or violations of law caused by Member Submissions. We are not liable for such information (Digital Millennium Copyright Act, 17 U.S.C. section 512; Article 6 of Regulation (EU) 2022/2065).

We will, upon obtaining knowledge about or becoming aware of illegal content, act expeditiously to remove or disable access to such content. To the extent that content collected from third-party sources, including personal data, is made available by ResearchGate on the Service, we are unable to control the legitimacy or accuracy of such content. However, we will review any issues that are reported to us.

Our Help Center provides [information about how to report](#) inappropriate, inaccurate, or illegal content, including alleged intellectual property infringements. [Section 5 \(Community Guidelines and Strikes Policy\)](#) of these Terms describes how we deal with such reports

## 3.2 Your content

If you are a Member, you can add Member Submissions to the Service. You retain all ownership rights in your Member Submissions. However, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable license to use your Member Submissions (including to host, reproduce, distribute, modify, copy, publicly perform or display, translate, and create derivative works of your Member Submissions for the sole purpose of making available and improving our Service. You also grant Users a worldwide, non-exclusive, royalty-free, non-transferable and non-sublicensable license to access your Member Submissions through the Service and use the Member Submissions solely in connection with using the Service.

Your Member Submissions may be displayed next to or in connection with sponsored or commercial content on the Service. For example, your profile information may be displayed in connection with such content if you take an action in relation to that content, such as registering your interest in or recommending it.

To the extent that you do not have the legal rights to grant these licenses in relation to any Member Submissions, you agree not to upload those Member Submissions. You are responsible for ensuring that the use of your Member Submissions as contemplated by these Terms does not infringe or violate the rights of any third party, including any privacy rights, publicity rights, patent, copyrights, contract rights, or any other intellectual property or proprietary rights. Where your Member Submissions contain personal data, you must have a legal basis to share that personal data. Except where legal exceptions or limitations apply, you represent and warrant that you own or otherwise control any and all rights or licenses required in order to submit or share all content in your Member Submissions on the Service.

You can end these licenses for a specific Member Submission by deleting that Member Submission from the Service where possible, or generally by closing your account. You may delete your Member Submissions at any time, with some limited exceptions. For example, you may be unable to delete a question if it has been answered, because this content may be valuable for others and its deletion may result in deletion of others' Member Submissions. Please be aware that we may continue to display some Member Submissions

after you close your account, including metadata and abstracts on publication pages you created, labs you created, and posts that form part of a discussion thread. If you sent any private messages, the recipients will still have access to the message content.

You understand that, subject to your [Privacy Settings](#), your profile information, account activity, and Member Submissions may be visible to and shared with third parties, including other Members (including recruiters) and/or Visitors, and that we cannot and do not control any such third parties. For information about what personal data we process and how we use the data, please see our [Privacy Policy](#).

Any idea, information, or feedback you submit to us without our specific request is subject to our [Unsolicited Ideas Policy](#).

## 4. Your conduct

To make sure ResearchGate is a constructive and civil space dedicated to research, you agree to follow some basic rules.

### 4.1 Integrity and authenticity

As we strive to connect the world of science and make research open to all, we think it's critical that our Members stay accountable for their opinions and actions. For this reason you agree to:

- Identify yourself using only your real name and, if you choose to use a profile photo, only use a real photo of you and you alone.
- Keep your personal data accurate and up-to-date. Do not accept, adopt, or post any content that falsely or misleadingly implies incorrect or inaccurate information about you, including your roles, authorship, biographical facts, research, qualifications, credentials, work experience, achievements, or the like.
- Only affiliate yourself with institutions that you have an affiliation with, and keep your current affiliation on your profile up-to-date.
- Only register for one account for yourself. Do not register for or operate an account after you have had an account restricted, suspended, or terminated, register for or operate an account for a third party or on behalf of an entity, or circumvent our registration criteria or assist a third party to do so.
- Use a strong password and keep it confidential. Do not give others access to your account or transfer your account to anyone else.
- Only connect your account with email addresses that belong to you as an individual. Do not use a non-personal email address, such as a generic company email address.

## 4.2 Safety and security

We want people to always feel safe and secure while they use ResearchGate. With that in mind, you agree not to:

- Annoy, harass, abuse, troll, degrade, disparage, shame, insult, bully, intimidate, threaten, attack, stalk, exploit, or send unwelcome communications to others (including ResearchGate), including unwanted romantic advances.
- Share private communications, personal data of minors, or personal or sensitive data of any other person without a legal basis to do so. This includes sharing someone's private information online without their permission, sometimes called doxing.
- Share confidential or proprietary information, trade secrets, or any information you do not have a right to share.
- Share files, programs, or software that contain viruses, worms, or harmful code, or otherwise pose a risk of compromising others' online data or security, including through malicious software or websites, browser extensions, or mobile applications.
- Employ any mechanisms, devices, software, scripts, robots, or any other means or processes (including crawlers, browser plugins, add-ons, or any other technology) when using the Service, or use any such means to access, scrape or copy content, data, or profiles on or from the Service.
- Access, process, harvest, store, or otherwise use any other person's personal data for any purpose other than the natural purpose of such data being made available within the Service.
- Access content or data on the Service at an unusually high rate or attempt to access any content or data you do not have permission or eligibility to access.

## 4.3 Inappropriate, harmful, or dangerous content

We want to cultivate a professional, collaborative, and respectful community environment, where every researcher is empowered to do their best work. You therefore agree not to:

- Post anything explicit, derogatory, discriminatory, shocking, graphic, objectionable, offensive, sexually suggestive, immoral, potentially harmful, or potentially dangerous, including demonstrably false claims, disinformation, misinformation, or harmful health claims.
- Disseminate content that poses a risk of intimidating groups of a population, destabilizing political or social structures, or leading to a threat to public security or public health.
- Engage in hateful conduct or share hate speech, including any content that attacks, denigrates, or promotes violence against people, a group, or class based on their actual or perceived race, color, ethnicity, national origin, political or religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, age, immigration status, disabilities, or diseases.

- Post content containing nudity, or share any pornographic or sexually explicit, suggestive, or inappropriate materials, or content that sexually exploits or endangers children or otherwise violates any applicable legislation for the protection of minors. Content containing nudity may be permissible where the primary purpose is scientific and the content isn't gratuitous.
- Share any content that glorifies, incites, or calls for harm or violence of any kind, or praises, supports, legitimizes, or downplays violence, violent actors, or violent events.
- Post or share anything that encourages, threatens, or amounts to commission of a crime, condones, denies, or trivializes crimes of genocide, crimes against humanity, war crimes, or crimes against peace, or that represents, praises, supports, or legitimizes ideologies, organizations, or individuals that engage in or promote violence, organized crime, extremism, hate, or terrorism, including any unconstitutional, terrorist, or former National Socialist (i.e. Nazi) organizations.
- Post or share anything that otherwise does not comply with any applicable laws, regulations, or other legally binding obligations, promotes illegal activity, or infringes the legal rights of others.

## 4.4 Deceptive or commercial practices

ResearchGate is a home for researchers to share and discover research and build valuable connections. To help keep a research-focused environment, you agree not to:

- Post or share anything false, inaccurate, dishonest, fraudulent, misleading, manipulative, deceptive, defamatory, or libelous.
- Use the Service to harm others or their careers or business prospects, or to air personal or legal grievances or disputes.
- Misuse the Service or its features, for example by adding inaccurate, unrelated, outdated or non-research-related information, creating publication pages for research you did not author, or posting content whose primary purpose is to drive Users to properties outside of the Service.
- Act unprofessionally or inappropriately, including by posting broad, vague, irrelevant, repetitive, untargeted, off-topic, or non-scientific content.
- Distribute, send, post, trigger, or promote advertising or commercial, promotional, or spam-like content, including incentivized endorsements, job offers, business proposals, junk mail, phishing schemes, deceptive or excessive messages or notifications, exam dumps, or game hacks.
- Publish, share, sell, license, commercialize, or make available information that is provided within the Service to any third party outside the Service, unless such a distribution or disclosure is intended within the scope of and in accordance with the Service. Information made available within the Service is not to be commercialized by Users in any way.



- Commercialize any ResearchGate application or any information or software associated with such application.
- Sell, license, or purchase data obtained from ResearchGate or our Service.
- Post excessively within a short timeframe, overburden or interfere with the working, integrity, or appearance of our Service, or impose an unreasonable or disproportionately large load on our infrastructure.
- Block, overwrite, modify, or copy the Service.
- Post or fulfill requests for potentially unauthorized copyrighted material or pirated or cracked versions of software, or promote any form of hacking or cracking.
- Attempt to manipulate our Service's algorithms, features, or functionalities for unfair advantage, such as to boost content visibility unfairly or game the system for recommendations, followings, or the like.
- Impose an unreasonable or disproportionate administrative burden on ResearchGate, including by sending us a disproportionate amount of communications or reports.
- Misuse any reporting, complaint, or appeals process, including by submitting manifestly unfounded notices, complaints, or appeals.

## 5. Community Guidelines and Strikes Policy

Our [Community Guidelines](#) set the tone for what behavior and content is encouraged on ResearchGate, and what we consider inappropriate. If you violate the guidelines or these Terms, we may take action on your content or account and apply a strike under our [Strikes Policy](#).

Generally, if we receive a report that content or conduct on the Service violates these Terms, our [Community Guidelines](#), or the law, the reported content or conduct will be reviewed by a human.

If, following our review of content or conduct, we consider there are objective reasons to believe that it violates these Terms, our [Community Guidelines](#), or the law, or may expose us, a User, or third parties to harm, potential legal liability, or regulatory impacts, we may take action. The action we take may include:

- Disabling public access to, removing, deleting, blocking, modifying, demoting, or reformatting content.
- Sending a warning to any involved parties or issuing a strike in accordance with our [Strikes Policy](#).
- Suspending a Member's account access.
- Permanently disabling a Member's access to their account.

In determining whether to take action and when applying our [Strikes Policy](#), we will take into account the context, nature, and severity of the event, the rights and legitimate interests of all parties involved, the intent of any actors where it can be reasonably identified, and any previous relevant events.

If we take action on your content or account, we will notify you what action was taken and the reason why it was taken. We may not notify you of action taken on your content or account, or of our decision following a report or appeal, where we are prohibited from doing so for legal reasons, or it would be unreasonable to do so, bearing in mind the interests of the parties.

If we decide to take action on your content or account, or we decide not to remove content that you reported as being illegal, and you believe our decision was made in error, you may be able to request an appeal in accordance with our [Appeals Policy](#). In such a case, we will reassess our original decision and notify you of the outcome of our review. Our [Appeals Policy](#) also describes other remedies that may be available to you.

If you frequently submit manifestly unfounded reports or appeals, we may suspend the processing of your reports and appeals.

## 6. Termination of this agreement

You are free to terminate this agreement at any time. We can also terminate this agreement with notice or without notice for good cause.

As a Member, you can terminate this agreement at any time without cause by [deleting your account](#). If you ask us to delete your account for you, we may require that you verify your identity before we agree to do so, to protect you and others from accidental or unauthorized account deletion.

In the interests of data privacy and security, we may delete your account in accordance with our [Privacy Policy](#).

We may terminate this agreement without cause with a notice period of 30 days. We are also entitled to immediate extraordinary termination for good cause at any time.

Extraordinary termination for good cause is defined as an event that makes it unacceptable for the terminating party to continue the agreement until the end of the termination period, taking into account all circumstances of the individual case and weighing up the interests of both parties. A good cause for ResearchGate includes, but is not limited to, the following events:

- You repeatedly or materially fail to comply with any applicable legal provision, a contractual obligation of these Terms, or our [Community Guidelines](#).
- Our reputation is substantially impaired by your online presence.
- You have revoked a consent given under data protection law or objected to further processing of your personal data.
- You expose ResearchGate, yourself, or any third party to potential harm, risk, legal liability, or regulatory impacts.
- A legal requirement or court order requires us to terminate.

- We have good reason to believe your account is not under the control of the person identified in your profile, or is under the control of a person or group of persons operating multiple accounts.

In the event of termination by ResearchGate, we may either delete your account or disable your access to your account. In the event of termination, the following shall survive:

- The ability of ResearchGate and Users to access, use, and share your Member Submissions in accordance with these Terms and applicable laws, when appropriate.
- Our right to retain your account data in accordance with our [Privacy Policy](#), for example to defend legal claims.
- Your ability to access the Service as a Visitor, in which case these Terms will continue to apply to such use, to the extent applicable.
- Sections [1 \(Agreement\)](#), [3 \(Content on the Service\)](#), [4 \(Your conduct\)](#), [6 \(Termination of this agreement\)](#), [7 \(Changes to this agreement\)](#), [8 \(Important legal terms\)](#), [9 \(Additional terms for United States residents\)](#) of these Terms.

## 7. Changes to this agreement

We can change the Service and these Terms in some circumstances.

### 7.1 Changes to our Service

We can modify the Service, for example:

- Where it is technically necessary to do so or to adapt to technological advancements.
- To introduce new features that enhance the Service or discontinue existing ones.
- If we are required to comply with applicable law, a legal order, or a decision by a government authority.
- To prevent abuse or harm or mitigate any potential safety or security issues.
- If the modification is beneficial to Users or is of a purely technical or process-related nature without any material impact on Users.

We will only change or stop offering any part of the Service for valid reasons, taking into account the reasonable expectations of Users as a whole, and any potential impact on them. We will provide reasonable notice of such changes where appropriate.

### 7.2 Changes to these Terms

We may change these Terms from time to time, for example, to clarify the Terms, reflect changes in our Service, and/or reflect changes in the law. You will become subject to the

new terms if you explicitly agree to them, or if we provide you with notice of the changes. We will provide such notice by sending you an email and/or notifying you on the Service. You are obliged to check your emails and account regularly for such notice. In the notice, we will inform you of the new terms and the material changes, your right to object to the changes, and the deadline to object.

Unless we state otherwise, the changes will become effective thirty days from the day they are posted. To object to the changes, you must delete your account and discontinue using the Service before the changes take effect. You can also notify us that you object before the changes take effect, in which case we may terminate our agreement with you and delete your account in accordance with [section 6 \(Termination of this agreement\)](#).

In applying this procedure, we will not make any changes that materially affect the contractual balance between you and ResearchGate.

## 8. Important legal terms

As with all contracts, some legal terms are important to highlight. These terms describe, for example, when we may be liable, when you may need to indemnify us, and what law applies.

### 8.1 Your indemnification of us

You will indemnify and hold ResearchGate (including our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your Member Submissions, breach of these Terms, improper use of the Service, breach of any law, or violation of the rights of a third party.

### 8.2 Our intellectual property

The software running the Service, site design and content, logos, and other graphics, as well as the database, are protected by copyright, trademark, and other intellectual property laws in multiple jurisdictions. We reserve all of our intellectual property rights in the Service.

If you download the ResearchGate app, ResearchGate grants you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferable, and non-exclusive license to use the software as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by ResearchGate, in the manner permitted by these Terms. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of the software, unless laws prohibit these restrictions.

## 8.3 When we may be liable

We may be liable without limitation for damages resulting from injury to life, limb, or health that occur due to a breach of duty by ResearchGate or one of its legal representatives or vicarious agents. We may also be liable without limitation for damages owing to a lack of a characteristic warranted by ResearchGate or due to malicious conduct by ResearchGate. In addition, we may be liable without limitation for damages due to intent or gross negligence by ResearchGate or one of its legal representatives or vicarious agents.

Liability under the German Product Liability Act remains unaffected.

Apart from the cases set out above, our liability shall be limited to typical foreseeable contractual damages in the event of a breach of any of our cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfillment is indispensable for the proper implementation of an agreement and on whose fulfillment the contracting parties can usually rely. Any other liability on the part of ResearchGate is excluded.

We shall not be a contracting party to any agreements entered into by Users with other Users or any third party via the Service. Users are solely responsible for the execution and/or fulfillment of agreements they enter into. We shall not be held liable for breaches of duty in relation to such agreements. 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.

The Service may contain links to third-party properties that are not owned or controlled by ResearchGate. We have no control over, and assume no responsibility for, such properties. We recommend that you proceed with caution when leaving the Service, and review any applicable terms and privacy policies.

## 8.4 What law applies

Except as provided below in [section 9 \(Additional terms for United States residents\)](#) with respect to U.S. Users, these Terms shall be governed by the laws of the Federal Republic of Germany, except for its conflicts of laws principles and the CISG (United Nations Convention on the International Sale of Goods).

If you are deemed to be a consumer in the sense of Article 6 of EU Regulation 593/2008 and have your habitual residence outside of Germany, provisions which, in the absence of choice, would have been applicable and which cannot, by virtue of law, be derogated from by agreement, shall remain unaffected.

## 8.5 Where disputes will be handled

Except as provided below in [section 9 \(Additional terms for United States residents\)](#) concerning U.S. Users, the courts of Berlin, Germany shall have sole jurisdiction over any disputes arising out of or in connection with these Terms. This does not apply if the User is deemed to be a consumer in the sense of Article 17 of EU Regulation No. 1215/2012 and is residing in a Member State of the EU; in this case, the international jurisdiction is governed by Article 18 of EU Regulation No. 1215/2012.

If the User is a merchant, legal person under public law, or special funds under public law, and is either a resident of Germany or resides outside of the European Union (EU), or is resident of another Member State of the EU and is not a consumer in the sense of Article 17 of EU Regulation No. 1215/2012, or has its residence outside of the EU, the courts of Berlin, Germany, shall have sole jurisdiction over any disputes arising out of or in connection with these Terms.

Statutory provisions regarding exclusive jurisdiction shall remain unaffected.

The EU Commission provides an Online Dispute Resolution (ODR) platform for the out-of-court resolution of disputes concerning contractual obligations with consumers (as defined in Article 4 of EU Directive No 11/2013). You can find the link to this platform [here](#). We do not participate in such ODR.

We do not use alternative dispute resolution (ADR) procedures to resolve disputes with consumers.

## 8.6 No waiver

If ResearchGate does not act to enforce a breach of these Terms, that does not mean ResearchGate has waived its rights to enforce these Terms.

## 8.7 Assignment

We may transfer all or part of this agreement to an affiliate or, if ResearchGate is sold, to a third party.

## 8.8 Severance

If any provision or portion of these Terms is held to be or becomes invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 8.9 Notice

Any administrative emails from ResearchGate will be sent to your current primary email address listed for your account. You must keep this email address up-to-date. In the event this address is not valid, or for any reason not capable of receiving our email, our dispatch of the email containing any notice will nonetheless constitute effective notice.

## 8.10 Miscellaneous

These Terms are only available and binding in this English-language version.

# 9. Additional terms for United States residents

The following Additional U.S. Terms apply only to United States residents and apply in addition to the Terms set out above. To the extent the Additional U.S. Terms are inconsistent with any previous Terms, the following Additional U.S. Terms shall prevail.

## 9.1 No warranty, release, and limitation of liability

The Service is provided "as is" and we disclaim any and all representations and warranties, whether express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for any particular purpose, or non-infringement. We do not promise any specific results, effects, or outcomes from the use of the Service. We do not represent or warrant that the Service and the data and information provided are accurate, up-to-date, complete, or reliable.

You acknowledge and agree that you assume full responsibility for your use of the Service and the data. Recognizing such, you understand and agree that, to the fullest extent permitted by applicable law, neither we (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) nor any of our suppliers or licensors will be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary, or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort (including but not limited to negligence), strict liability, or any other theory (even if we have been advised of the possibility of such damages), resulting from your use of or inability to use the Service and/or the data; unauthorized access to or alteration of your transmissions or data; any actions we take or fail to take as a result of communications you send us; human errors; viruses; or technical malfunctions.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to us for use of the Service over the past twelve (12) months, or one

hundred dollars (\$100), whichever is greater. Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you. However, if you are a resident of the State of New Jersey, these limitations and exclusions do apply to you.

If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 9.2 Agreement to arbitrate, class action waiver and release

This section only applies to Users in the United States.

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.** In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim arising out of or relating in any way to your use of the Service or these Terms, and the formation, validity, enforceability, scope, or applicability of these Terms, including this section 9.2 (referred to as a “**Claim**”) will be resolved as follows:

Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in the “Exceptions” section below) for at least 30 days after one of us notifies the other of a Claim in writing. Notice of the Claim will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You will send your notice by email to support[at]researchgate.net AND to this address: ResearchGate GmbH, Chausseestr. 20, 10115 Berlin, Germany. We will send our notice by email to the email address associated with your account. Notwithstanding the foregoing, the notice and 30-day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets, and claims of piracy or unauthorized use of the Service.

Formal Resolution. Except as provided in the “Exceptions” section below, if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the “**JAMS Rules**”) and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may,



in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

(a) **Personal Users.** If you are a User who uses the Service solely for your own personal, non-commercial use, and not in a professional capacity and you decide to initiate arbitration on your own behalf as a living person ("**Personal User**"), we agree to reimburse your arbitration initiation fee, and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

- Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: **JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868 (1-800-352-5267)**.
- Send one copy of the Demand for Arbitration to us at: ResearchGate GmbH, Chausseestr. 20, 10115 Berlin, Germany.

(b) **Professional Users.** If you are a User who uses the Service in a professional capacity in connection with an educational institution or legal entity ("**Professional User**") and you decide to initiate arbitration associated with your professional use of the Service, you will be required to pay the arbitration initiation fee as well as any additional deposit required by JAMS to initiate your arbitration. You also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held in San Francisco, California unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

- Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: **JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868 (1-800-352-5267)**.
- Send one copy of the Demand for Arbitration to us at ResearchGate GmbH, Chausseestr. 20, 10115 Berlin, Germany.

Special Rules. In the arbitration proceeding, the arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's

decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. **Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity.** Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of section 9.2 that it finds to be unenforceable, except for the prohibition on class, representative, and private attorney general arbitration.

Exceptions. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized access of the Service, including disputes involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, or the Digital Millennium Copyright Act, 17 U.S.C. § 1201, or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service, shall not be subject to arbitration as set out in this section 9.2 and may be decided only by a court of competent jurisdiction. Moreover, you may choose to pursue your claim in small claims court where jurisdiction and venue over ResearchGate and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

Personal User right to opt out. If you are a Personal User, you have the right to opt out and not be bound by the binding arbitration requirement by sending written notice of your decision to opt out to the email address support[at]researchgate.net. The notice must be sent within 30 days of the initial effective date of these Terms for you, or your first use of the Service, whichever is later. If you opt out of the binding arbitration requirement, we also will not be bound by the requirement. Professional Users may not opt out of the binding arbitration requirements.

Changes to this section. We will provide 30 days' notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day.

### 9.3 Applicable US law

The U.S. Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether section 9.2 can be enforced and how it should be interpreted. Apart from that, if you are a United States resident, these Terms and our relationship will be governed by Californian law, except for its conflicts of laws principles.

## 9.4 Venue for legal disputes not subject to arbitration

If you are a United States resident, judicial proceedings that are excluded from the Arbitration Agreement in section 9.2 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and ResearchGate both consent to venue and personal jurisdiction in San Francisco, California.

