



## RefBin Terms and Conditions of Use

Thank you for using RefBin's products and services. Refbin is a tool that assists you with the organization and storage of scholarly articles and similar content (the "Services"). The Services are provided by RefBin , located at 76 Rivervale Rd, Shelburne, VT, 05482 United States.

By using our Services, you agree to these terms. Please read them carefully.

### 1. Acceptance of Terms

The Service is offered subject to and without modification of all of the terms and conditions contained herein (these "Terms of Use"). The Terms of Use include RefBin's Privacy Policy.

You must be at least 18 years of age to use RefBin's Services. You represent to us that all registration information you submit to RefBin is accurate and complete and that, if necessary, you will access your preference settings and update your information to maintain its accuracy and completeness.

RefBin may, in its sole discretion and at any time, change its eligibility criteria or otherwise refuse to offer or terminate the Service to any person or entity at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

### 2. Registration.

As a condition to using certain aspects of the Services, you may be required to register with RefBin and select a password and user name ("User ID"). You shall provide RefBin with accurate, complete, and updated registration information, including accurate information that supports your eligibility to use the type of license for which you register. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your RefBin account. You shall not (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise offensive, vulgar or obscene. RefBin reserves the right to refuse registration of, or cancel a User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password. You shall not impersonate or try to impersonate another person. You will immediately notify RefBin in writing of any unauthorized use of your account, or other account related security breach of which you are or become aware.

### 3. Content and License.

Refbin allows you to view, store and organize Content accessed through RefBin or imported by you into RefBin. For purposes of these Terms of Use, the term "Content" includes, without limitation, any content, articles, data, text, photographs, images, illustrations, or other information, software, scripts,

graphics, and interactive features generated, provided, or otherwise made accessible by RefBin, its partners or other third parties on or through the Services.

The Services contain Content accessible via RefBin, its partners and other third parties. Content may be protected by copyrights or other proprietary rights and laws. When using or storing Content in RefBin, you agree to abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through or stored in the Services.

You understand and agree that you are responsible for having or obtaining the necessary license rights or permissions to access, view, copy, store or transmit any Content in RefBin and that you will not use the Services to access, view, copy, store or transmit any Content in violation of any law or license terms. Using our Services does not transfer to you ownership in any Content.

You shall not reproduce, sell, license, rent, or otherwise distribute, use or exploit any Content for commercial use that in any way violates any third party right.

RefBin does not warrant that any of the materials available through the Services are accurate, complete, or current. RefBin does not guarantee that any Content will be made available or will be continuously available on or through the Services. RefBin may remove any Content from RefBin at any time without notice. RefBin does not, however, make any commitment to review or update any Content.

#### 4. Intellectual Property Rights.

RefBin and the Services are protected by U.S. copyright laws, international conventions, and other intellectual property laws. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, (iii) use the Services as a reference to create a product or services that compete with the Services, or (iv) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

#### 5. Rules and Conduct.

As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services. You must follow any policies presented to you within the Services.

Using our Services does not transfer to you ownership in any intellectual property rights in our Services. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action, or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Services, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of RefBin or any third party; or

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by RefBin in its sole discretion) an unreasonable or disproportionately large load on RefBin's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Services; (iii) bypass any measures RefBin may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any Content available on or through the Services.

#### 6. Modification of Terms of Use; Changes to the Services.

RefBin reserves the right, at its sole discretion and at any time, to modify or replace any of these Terms of Use, or to change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content). You are responsible for reviewing these Terms of Use to become familiar with any modifications. Your continued use of the Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes. RefBin may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

#### 7. Third Party Sites.

RefBin may make the Services available on or through other websites or resources on the Internet, and other websites or resources may contain links to RefBin. When you access third party websites, you do so at your own risk. These other websites are not under RefBin's control, and you acknowledge that RefBin is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by RefBin or any association with its operators. You further acknowledge and agree that RefBin shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such website or resource.

#### 8. Termination.

Your recurring month to month license to RefBin may be terminated at any time by you, in which case you will only be responsible for payments up to that point. RefBin may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all Content associated with your account. Any fees paid to RefBin are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### 9. Disclaimer.

The materials on RefBin's web site are provided "as is" to be used by you at your own risk and subject to your own professional judgment. RefBin makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, RefBin does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

#### 10. Indemnification.

You shall defend, indemnify, and hold harmless RefBin and its affiliates, employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, or Content, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. RefBin reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with RefBin in asserting any available defenses.

#### 11. Limitation of Liability.

In no event shall RefBin or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on RefBin's Internet site, even if RefBin or a RefBin authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 12. Governing Law; Jurisdiction.

Any claim relating to RefBin's web site shall be governed by the laws of the State of Vermont without regard to its conflict of law provisions. You agree to the exclusive jurisdiction of the Federal and State Courts located in Chittenden County, Vermont for the adjudication of any disputes regarding your use of RefBin or these Terms of Use.

#### 13. Privacy Policy.

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information.

- Before or at the time of collecting personal information, we will identify how and why we are collecting information.
- We will collect and use of personal information only as described to you.
- We will retain personal information as long as necessary to operate your account and may retain personal information and related Content to facilitate the reactivation of a terminated account.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

- In connection with your use of the Services, we may use your email or other address to send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

#### 14. Questions & Concerns; DMCA Copyright Agent.

If you have any questions or comments, or if you want to update, delete, or change any Personal Information we hold, or you have a concern about the way in which we have handled any privacy matter please use our contact form to get in touch. You may also contact us by postal mail or email at:

RefBin  
Attn. Privacy Officer  
info@refbin.com  
76 Rivervale Rd.  
Shelburne, VT 05482

Our designated agent for notices of alleged copyright infringement in the Services is:

DMCA Agent  
Rick Chapo  
DMCAAgentService.com  
P.O. Box 373  
Pine Valley, CA California 91962  
Phone: (800) 804-7260  
Email: complaint@dmcaagentservice.com