

## Globethics Terms of Service Agreement

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## 1. About the Terms of Service Agreement

- 1.1. Your use of Globethics' products, services and websites is subject to the terms of a legal agreement between you and Globethics. Globethics means and refers to the organisation whose principal seat of business is at 150, route de Ferney, CH-1211 Geneva 2, Switzerland. 'The websites' means any accessible website under the domain [globethics.net](http://www.globethics.net). Currently the websites include <http://www.globethics.net>, <https://repository.globethics.net> and <http://classroom.globethics.net>. 'The services' means the service rendered by Globethics or part of it.
- 1.2 This document entitled 'Globethics Terms of Service Agreement' is the legal basis of the relationship between the user (you) and Globethics, the organisation and the service provider.
- 1.3 Globethics operates in accordance with the Globethics Code of Ethics, <https://www.globethics.net/code-of-ethics>, and is guided by our core values, <https://www.globethics.net/vision-mission-and-values>, which are reflected in this Terms of Service Agreement.

## 2. Globethics Services

- 2.1 The Globethics Library (referred to hereafter as the Library) is part of the Globethics website. The Library is a service provided by Globethics and it is available and accessible over the Internet on the website <http://www.globethics.net>. The Library itself is a service and has many component services.
- 2.2 The Globethics Network (referred to hereafter as the Network) is part of the Globethics website. The Network is a service provided by Globethics and it is available and accessible over the Internet on the website <http://www.globethics.net>. The Network itself is a service and has many component services.
- 2.3 The Globethics Academy (referred to hereafter as the Academy) is a service provided by Globethics and it is available and accessible over the Internet on the website <http://www.globethics.net>. The Academy itself is a service and has many component services.
- 2.4 The Globethics Publications (referred to hereafter as the Publications) is a service provided by Globethics and it is available and accessible over the Internet on the website <http://www.globethics.net> where soft copies of the Publications collections are available to be viewed and downloaded. Print copies of the Publications are available on a print-on-demand basis. The Publications are a service and have many component services.
- 2.5 The Globethics Consortium on Ethics in Higher Education (referred to hereafter as the Consortium) is a service provided by Globethics to institutional and individual Consortium members in the form of consulting, training and events and the provision of resources and information available and accessible over the Internet on the website <http://www.globethics.net>. The Consortium is a service and has many component services.

## 3. Acceptance of the Terms of Service

- 3.1 Globethics requires you to accept the Terms of Service (hereafter referred to as the Terms) in order to use the services of Globethics. You may not use the services if you do not accept the Terms of Service.

- 3.2 You can accept the Terms: a) by clicking to accept or agree to the Terms where such an option is provided to you by Globethics while avoiding any particular service and/or all the services as a whole; or b) by actually using the services or part of it by which usage you indicate your understanding and agreement that the usage shall be treated by Globethics as your acceptance to the Terms from that point onwards.

## **4. Language of the Terms**

- 4.1 Whereas Globethics endeavours to provide you with translations of the English language version of these Terms, it must be noted that the English language version of these Terms will govern your relationship with Globethics.

## **5. Provision of the Services of Globethics**

- 5.1 Globethics has entered into partnership agreements with institutions and individuals to develop and deliver various services to you through the websites and through partners and individual experts. You understand and agree that those partners are entitled to provide you with the services on behalf of Globethics.
- 5.2 Since the services are dependent on many aspects of technical and non-technical performance of the partners, it is unavoidable that there may be occasional failures or other technical difficulties due to the technical performance either on the websites of the partner concerned or in the websites of Globethics or in the ability of partners to perform services. You acknowledge and agree that Globethics may not be held responsible for such difficulties, caused by third parties, in providing the services to you.
- 5.3 It is the constant endeavour of Globethics to deliver to you the best service possible. Globethics makes every possible effort to communicate any changes in services being provided to you in advance, by email and/or posting a notice in the websites; it reserves the right, however, to change the form and nature of the services from time to time without giving prior notice to you.
- 5.4 Globethics may suspend the services or any part of them for the purposes of innovation, maintenance, upgrading, routine back-up, or any other unforeseen reasons, without giving prior notice to you.
- 5.5 Globethics may stop, disable or terminate at any point of time your account in the websites, on grounds that the organisation may deem justified. As a result of that, you may not be able to access your account or any files and content kept in your account in the websites of Globethics.
- 5.6 Whereas Globethics takes every possible step to ensure long-term preservation and archiving of the files and content you have deposited in the websites, Globethics cannot be held liable and responsible for accidental deletion of the said files and content.
- 5.7 Globethics strictly adheres to your privacy according to the stated Globethics Privacy Policy, which is part of the Terms.
- 5.8 Globethics may, at its own discretion, put an upper limit on the storage space provided and the number of transactions permitted during a given time period for you.

## 6. Your privacy and personal information

- 6.1 Information on how Globethics collects, stores and uses your personal information and protects your privacy can be found in the Globethics Privacy Policy, available at <http://www.globethics.net>.
- 6.2 You agree to the aforementioned Globethics Privacy Policy by using the services.

## 7. Your password and your account security

- 7.1 Globethics provides the service to you in good faith, in accordance with the rules and procedures it applies to conducting its own business and partnership agreements it has entered to bring the services to you.
- 7.2 You shall be held liable for any activities that may occur under your account.
- 7.3 You shall notify Globethics immediately of any unwarranted and unlawful access to your account or unauthorised use of your password of your account in the websites as soon as you become aware of it. You can contact Globethics at [infoweb@globethics.net](mailto:infoweb@globethics.net).

## 8. Content of the websites

- 8.1 Globethics websites host multiple types of content in the form of, inter alia, texts, data files, image files, audio files, video files, blog posts, comments, course materials, articles, etc., referred to hereafter as "content", from various sources and users.
- 8.2 The content on Globethics websites is subject to the relevant intellectual property rights. In general, content available in the websites is meant for your personal use only. You may not modify, rent, lease, loan, sell, distribute such content or create derivative works based on it (either in whole or in part) unless you have been explicitly permitted to do so by Globethics, or by the specific conditions laid down in the intellectual property law and licenses applicable to the content in question, normally mentioned on the document or in the metadata of the document and licenses.
- 8.3 Globethics reviews the appropriateness of content available in the websites for our users. Globethics, therefore, reserves the right to review, refuse or remove any or all content from any services.
- 8.4 Globethics prohibits uploading and/or submission of content in the websites that is unlawful in nature according to national and/or international law. Such content may include, but is not limited to: pornographic materials (including child pornography) per se (that is, not content that is concerned with academic and scientific discussion of pornography in relation to the business of the services); and unauthorised copies of books, music, movies, and other licensed or protected materials including copies without proper attribution. You are asked to notify Globethics immediately should you notice unlawful content by contacting Globethics at [infoweb@globethics.net](mailto:infoweb@globethics.net).
- 8.5 Globethics respects and promotes diversity of opinion and freedom of expression. You may therefore find that part of the content is disagreeable to you. You agree and understand that you are using the services of your own free will and choice and that Globethics cannot be held responsible for any offense caused to you by the content found in the websites.
- 8.6 Globethics shall not assume any responsibility whatsoever for the consequences of any content you may submit to the websites.

## 9. Content license from you

- 9.1 Copyright to the content available in the websites is retained by the respective copyright owner who creates or submits the content, as the case may be. You as the submitter of content to our websites should choose the correct copyright/license applicable to the submitted content (see the Globethics Library Submission Guide at [https://repository.globethics.net/pages/submission\\_guide](https://repository.globethics.net/pages/submission_guide)). Globethics will not be held responsible for incorrect copyright attributions submitted by you. .. More information, specifically on the Library data and content policy, see <https://repository.globethics.net/pages/policy>.
- 9.2 By submitting, posting or displaying the content in the websites, you knowingly give Globethics a worldwide, royalty-free and non-exclusive license to reproduce, publish, publicly perform, publicly display and distribute any content which you submit, post or display through the services and websites. Globethics also retains the right to revoke the content to comply with court orders, infringements and applicable laws.
- 9.3 You understand and agree that, unless agreed otherwise in writing, Globethics may: (a) index, retrieve, transmit or distribute your content (metadata and/or full text) over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media.

## 10. Content license from Globethics

- 10.1 Globethics gives you a personal, worldwide, royalty-free, non-transferable and non-exclusive license to use the content and services provided to you by Globethics.
- 10.2 You agree and understand that copyright for and other rights to the content available in the websites is vested in the respective owners. You are responsible for compliance with the applicable legal restrictions and for adherence to the terms and conditions defined by the respective owner.
- 10.3 You understand and agree that transmission, reproduction or reuse of protected material, beyond that allowed by the copyright laws applicable in the specific case, require the written permission of the copyright owners.
- 10.4 You agree to not initiate automatic downloads of content in batches or individually on a repetitive basis using digital agents, crawlers, robots or individuals not associated with your personal user account.

## 11. Ending the relationship between the user and Globethics

- 11.1 Globethics is entitled to terminate the relationship with the user at any time without advance notice and to remove content submitted by the user from Globethics websites.
- 11.2 The user is entitled to terminate, update or remove their account and associated content with Globethics in accordance with our Privacy Policy.