

## “Marine Biology” Legal Information

Last modified: December 31, 2016

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### Terms of Use

“Marine Biology” provides users various functions that facilitate teaching and learning. Please read our Terms of Service so you understand the functions and services. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

### About Our Services

**Registration.** You must register for our Services using accurate data, provide your current email address, and, if you change it, update this email address using our in-app change contact feature. You agree to receive text messages (from us or our third-party providers) with codes to register for our Services.

**Devices and Software.** You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

**Fees and Taxes.** You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders or subscriptions. We do not provide refunds for our Services, except as required by law.

### Privacy Policy and User Data

“Marine Biology” cares about your privacy. “Marine Biology”’s Privacy Policy describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to Hong Kong and other countries globally where we have or use facilities,

service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## Acceptable Use of Our Services

**Our Terms and Policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

**Legal and Acceptable Use.** You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of “Marine Biology”, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

**Harm to “Marine Biology” or Our Users.** You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

**Keeping Your Account Secure.** You are responsible for keeping your device and your “Marine Biology” account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

## Third-Party Services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## Licenses

**Your Rights.** “Marine Biology” does not claim ownership of the information that you submit for your “Marine Biology” account or through our Services. You must have the necessary rights to such information that you submit for your “Marine Biology” account or through our Services and the right to grant the rights and licenses in our Terms.

**“Marine Biology” Rights.** We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission.

**Your License to “Marine Biology”.** In order to operate and provide our Services, you grant “Marine Biology” a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, store your activity records, and otherwise as described in our Privacy Policy).

**“Marine Biology” License to You.** We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

## Reporting Third-Party Copyright, Trademark, and Other Intellectual Property Infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our Intellectual Property Policy. We may terminate your “Marine Biology” account if you repeatedly infringe the intellectual property rights of others.

## Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE “MARINE BIOLOGY PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

### **Limitation of Liability**

THE MARINE BIOLOGY PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE MARINE BIOLOGY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the “Marine Biology” Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

### **Governing law**

The laws of Hong Kong govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between “Marine Biology” and you, without regard to conflict of law provisions.

## **Availability and termination of our services**

**Availability of Our Services.** Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

**Termination.** We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with “Marine Biology”: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Indemnification,” “Governing Law,” “Availability and Termination of our Services,” and “Other,”

## **Other**

- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- Our Terms are written in English. Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the “Last Modified” date at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.

- We always appreciate your feedback or other suggestions about “Marine Biology” and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

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## Privacy Policy

Thank you for using “Marine Biology” (to be referred as Services below). We make utmost effort in respecting your privacy and please read the details in the following Privacy Policy.

When we say ““Marine Biology”,” “Services”, “our,” “we,” or “us,” we’re talking about the various functionality and services in the “Marine Biology” platform. This Privacy Policy (“Privacy Policy”) applies to all of our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

### Information We Collect

“Marine Biology” receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

#### *Information You Provide*

- **Your Account Information.** You provide your email address to create an “Marine Biology” account. You may also add other information to your account, such as a profile name, profile picture, and status message.
- **Your Content.** Your content, questions and answers, and other input you submitted through using the Services are stored on our Cloud. The content is kept predominantly for the sake of allowing you to have detailed records as well as analyses of the teaching and learning activities carried out in our Services anytime and anywhere.

### *Automatically Collected Information*

- **Usage and Log Information.** We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.
- **Transactional Information.** If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.
- **Device and Connection Information.** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.
- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. For example, we use cookies to provide “Marine Biology” for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, such as your language preferences, and otherwise to customize our Services for you.
- **Status Information.** We collect information about your online and status message changes on our Services, such as whether you are online (your “online status”), when you last used our Services (your “last seen status”), and when you last updated your status message.

### *Third-Party Information*

- **Third-Party Services.** We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, such as other learning management systems such as Moodle and Blackboard through integration, we may receive information about you from them.

### **How We Use Information**

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Our Services.** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyze and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our Services.

- **Research.** Apart from using the information collected for internal research, we reserve the rights to publish various analyses of the user statistics and behaviours for research purposes in the broader sense. None of these research activities will result in disclosure of specific personal information of individual users.
- **Safety and Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **No Third-Party Banner Ads.** We do not allow third-party banner ads on “Marine Biology”. We have no intention to introduce them, but if we ever do, we will update this policy.

## Managing Your Information

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Services Settings.** You can change your Services settings to manage certain information available to other users.
- **Changing Your Email Address, Profile Name and Picture, and Status Message.** You must change your email address using our in-app change number feature and transfer your account to your new mobile phone number. You can also change your profile name, profile picture, and status message at any time.
- **Deleting Your “Marine Biology” Account.** You may delete your “Marine Biology” account at any time (including if you want to revoke your consent to our use of your information) using our in-app delete my account feature. When you delete your “Marine Biology” account, all content and records kept in our Cloud will become inaccessible by any users.

## Law And Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users.

## Updates To Our Policy



We may amend or update our Privacy Policy. We will provide you notice of amendments to this Privacy Policy, as appropriate, and update the “Last Modified” date at the top of this Privacy Policy. Your continued use of our Services confirms your acceptance of our Privacy Policy, as amended. If you do not agree to our Privacy Policy, as amended, you must stop using our Services. Please review our Privacy Policy from time to time.

## **Contact Us**

If you have questions about our Privacy Policy, please contact us.

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## **Infringement**

### **Copyright and Trademark**

To report copyright or trademark infringement and request that “Marine Biology” remove any infringing content it is hosting (such as a user’s profile picture, profile name, or status message), please email a completed copyright infringement claim to [envscindy@ust.hk](mailto:envscindy@ust.hk) (including all of the information listed below). You can also mail a complete copyright infringement claim to “Marine Biology” copyright agent:

**HKUST**

Before you report a claim of copyright infringement, you may want to send a message to the relevant “Marine Biology” user you believe may be infringing your copyright. You may be able to resolve the issue without contacting “Marine Biology”.

### **What to Include in Your Copyright or Trademark Infringement Claim to “Marine Biology”**

Please include all of the following information when reporting a copyright or trademark infringement claim to “Marine Biology”:

- Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address (if provided), the name of your organization or client who owns the rights in question, and the content of your report to the person whose content you are reporting. You may wish to provide a professional or business email address where you can be reached.
- A description of the copyrighted work or trademark that you claim has been infringed.
- A description of the content hosted on our Services that you claim infringes your copyright or trademark.
- Information reasonably sufficient to permit us to locate the material on our Services. The easiest way to do this is by providing us the email address of the individual who has submitted the infringing content on our Services.
- A declaration that:
  - You have a good faith belief that use of the copyrighted or trademarked content described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
  - The information in your claim is accurate; and
  - You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.
- Your electronic signature or physical signature.

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## **Cookies**

### **About cookies**

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

### **How we use cookies**

We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:

- to provide “Marine Biology” for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services;
- to understand which of our FAQs are most popular and to show you relevant content related to our Services;
- to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and
- to rank the FAQs on our website based on popularity, understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.

### **How to control cookies**

You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

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## **Security**

The “Marine Biology” solutions were created with security at its very core. Measures have been taken to ensure the ongoing safety of your data, including:

### ***Access-control***

Granular role-based access controls that restrict to restrict access to data only to legitimate users

Levels of membership restrictions to ensure staff have access only to appropriate information

### ***Data encryption***

Data encryption on servers to block unauthorized access

Local data encryption on mobile devices to protect data in cases of phone lost

SSL secured communications to and from our servers to protect data in transit

### ***Data centre security***

A world-class data centre at HKIX which complies with international information security standards including ISO27001, HIPAA, SOC 1/SSAE 16/ISAE 3402 and FedRAMP

### ***Network protection***

Strong network level security protections by full-featured firewalls

Network restrictions to prevent access to our servers from outside of your institution

### ***Backup and contingency***

Services are mirrored and full back-up is conducted regularly to strive at zero-loss of user data

24/7 monitoring processes with detailed contingency strategies ensure immediate recovery from any disruptions

For more information on security, please feel free to contact our support team at any time by emailing [envscindy@ust.hk](mailto:envscindy@ust.hk)