

The following terms of use agreement sets out your rights and obligations as an ISBER member ("Member") in respect of your use of the ISBER website and certain access controlled portions of the website, the "members-only area".

Acceptance

It is important that you read the following terms and conditions carefully. This terms of use agreement ("Agreement") is a legal agreement between you and the International Society for Biological and Environmental Repositories ("ISBER"), the owner and operator of this website, including, without limitation, the members-only area (the "Website"). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, text, images, computer software and code (the "Content"). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement, including without limitation the Privacy Policy [\[https://www.isber.org/resource/resmgr/website/ISBER_Privacy_Policy.pdf\]](https://www.isber.org/resource/resmgr/website/ISBER_Privacy_Policy.pdf) set out below. If you do not accept these terms and conditions, you must not access or use the Website. ISBER may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

You may be required to indicate your acceptance to be bound by these terms and conditions on initial log-in before you will be allowed to access or use the members-only area. By clicking "I AGREE" (or its equivalent), you are indicating your acceptance to be so bound. If you do not accept these terms and conditions as indicated on your initial log-in, you will not be allowed to enter the members-only area. This "click-through" may only appear on initial log-in to the members-only area. ISBER may revise such additional or other terms and conditions from time to time. In such circumstances, you may be asked to agree to the revised versions that shall supersede the terms and conditions of the prior versions.

You agree that electronic pages of the Website are the equivalent of written documents and that your signifying agreement or acknowledgement by "clicking" any buttons, stating "agree", (or its equivalent) or by typing "agree" (or its equivalent) where prompted by the Website shall have the same legal effect as if you had placed your signature by hand and provided hard-copy versions of such pages to ISBER with the intention to be legally bound.

You must create a unique user ID and password to access the members-only area. Your user ID and password are for your personal use only. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all activities that occur under your ID and password. You agree to notify ISBER immediately of any unauthorized use of your user ID or password or any other breach of security. ISBER will not be liable for any loss or damage arising from your failure to protect your user ID or your password.

Non-members must also create a unique user ID and password. You agree that you will comply with the password selection guidelines as may be issued from time to time by ISBER and that you shall change your password as prompted by the Website to reduce the potential for unauthorized use.

You agree that, by accessing the members-only area using your user ID and password, ISBER may use your user ID and password as the means to authenticate your identity for the purposes of using the members-only area.

Use of the public area of website

Subject to your acceptance to be bound by the applicable additional or other terms and conditions, ISBER authorizes you to access and use the public area of the Website for your personal, professional, and non-commercial use in accordance with the terms and conditions of this Agreement. The information on the public area of the Website is for informational purposes only. You should not use any information contained on the Website as a substitute for legal regulations within your current country of residence or work. You should not act or abstain from acting based upon information obtained from the Website without first consulting appropriate professional advisors.

Members-only area

ISBER authorizes you to access and use the members-only area in relation to your interest in biological and environmental repositories in accordance with the terms and conditions of this Agreement. This information contained in the members-only area is provided for the purposes of best practices, information, and education for global use.

The Website and members-only area may contain learning resources of a general nature that are presented for educational purposes for use by repository professionals. The information contained within such learning materials is for informational purposes only; it is not a replacement for legal regulations in your current country of residence or work. Ideas and approaches contained within such learning materials do NOT represent "the standard of practice" for repository professionals.

Members-only area limited license

Subject to the terms and conditions of this Agreement, you are hereby granted a personal limited, non-transferable and non-exclusive license to access, view and use the members-only area and the Content in relation to furthering your professional development. You are granted the right to download, store and/or print single copies of items comprising the Content for use in your professional development, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the members-only area. In the event of a conflict between the terms of a specific license governing specific Content and this Agreement, the terms of the specific license shall govern.

ISBER Best Practices

Subject to the terms and conditions of this Agreement, students, trainees, professors, repository managers and other professional within the biological and environmental repository field are hereby granted a limited, non-transferable and non-exclusive license to access, view and use *ISBER's Best Practices* for personal study, teaching and non-commercial use internationally, and are granted the right to download, store, and print copies of *ISBER's Best Practices* for personal study, teaching and non-

commercial use internationally, provided that all copyright and other notices contained in *ISBER's Best Practices* are maintained. Individuals and organizations are encouraged to contact ISBER to seek a license to print or distribute copies of *ISBER's Best Practices* for any other purpose.

Communications

ISBER has provided a messaging service for Members seeking to communicate with ISBER Head Office and its Members. You agree that you will contact ISBER to obtain advice or assistance only by using the messaging service available from within the members-only area or by phone, fax or regular mail. ISBER cannot guarantee the confidentiality of unencrypted e-mail transmissions.

As with any electronic communication, ISBER cannot and does not represent, warrant or covenant that communications to or from the members-only area using the messaging service will under all circumstances be secure, not intercepted or subject to delay, data corruption or unauthorized access by current or future means.

If you wish to transmit sensitive files, documents or other materials to ISBER electronically, this should be done via your personal or professional email. You agree that you will not upload or transfer any files, documents or materials: (i) which are unlawful, abusive, defamatory or obscene including without limitation any such material constituting or encouraging conduct that would constitute a criminal offence, create civil liability or otherwise violate any local provincial, national or international law or regulation, or (ii) which knowingly contains a virus or other harmful component(s). You also agree that copies of all communication between you and ISBER using the messaging service and copies of the files, documents and other materials that you forward to ISBER through the members-only area of the ISBER website become the property of ISBER.

Your contact information

The members-only area allows you to access and request changes to information ISBER has regarding your billing address, telephone number(s) and e-mail address(es), as well as information regarding your area of work and type of work. The public area of the website allows you to register for ISBER's educational sessions, workshops, and conferences as well as renew your membership and other purchases. When you purchase anything with ISBER, we will ask you to provide personal information including, but not limited to, your name, contact information, credit card number (note that we do not store this information), and some professional information. When you use the members-only area to change your billing address, phone number(s), e-mail address(es), professional information, or register for an education session/workshop/conference, you agree that you will only provide information which is true, accurate, current and complete. Please note that we take appropriate security measures to protect stored data but that we cannot be held liable for any ID theft. If ISBER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ISBER has the right to refuse to process any Transaction (as defined in this Agreement) in respect of which such information is provided or to suspend or terminate your access to the members-only area. ISBER will not be liable to you in any manner if any amendment made to your contact or practice information is not true, accurate, current and complete.

Transactions

Any request that you make to ISBER using the Website, including requests for change of contact or professional information, request for information or materials, or requests to register for an ISBER educational meeting (a "Transaction") shall be considered a request by you to ISBER to take action to change such information, to provide such materials, or to register for an educational meeting. While ISBER shall use reasonable efforts to process Transactions in a timely fashion, ISBER may act, decide not to act or delay acting upon such requests in its sole discretion and will not incur any liability to you or to any third party by reason of acting, delaying in acting or failing to act in respect of any such request. ISBER may request additional information or require verification of any Transaction requested before processing. ISBER may keep records of all Transactions and instructions received (although it is not required to do so by law). You agree that any such records will be conclusive and binding on you in the absence of clear proof that the records are erroneous or incomplete. You agree that you are solely responsible for the accuracy and completeness of all information provided or selected in respect of any such Transaction to be entered into through the Website and agree that the provision of inaccurate, false, misleading, incomplete or incorrect information may affect the scope of assistance otherwise available to you or your fees. You agree that the provision of a verification or transaction number is not indication that a transaction has been approved or completed. You agree that electronic or computer generated records of your transactions within the Website shall be admissible in a court of law and you waive any defence you may otherwise have as to their admissibility.

Disclaimer of warranties

The Website and the Content is provided "AS IS" and "AS AVAILABLE" without representation, warranty, condition or covenant of any kind, expressed or implied. While ISBER tries to provide information that is correct, accurate, complete, current, reliable, and timely, ISBER makes no representations, warranties, conditions, or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, condition, or covenant that (i) the Website or Content will always be correct, accurate, complete, current, reliable, or timely, (ii) that the operation of the Website will always be uninterrupted or error-free, (iii) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected, (iv) that the Website will be free from viruses or harmful components, and (v) that communications to or from the Website will be secure and/or not intercepted.

To the maximum extent permitted by law, ISBER disclaims all representations, warranties, conditions, and covenants, express or implied, or arising by course of action.

Limitation of Liability

While ISBER endeavors to provide accurate and current information on its website, in no event shall ISBER, its Board of Directors, Committee Chairs, Committee Advisors, leaders, head office staff, suppliers and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages incurred in connection with your use, misuse or reliance upon the Website or Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort

(including negligence), or otherwise. The foregoing limitation shall apply even if ISBER knew of or ought to have known of the possibility of such damages.

You acknowledge and agree that your access to and use of the Website and the Content is entirely at your own risk and liability.

Copyright

The Website and the Content are protected by copyright and other intellectual property laws and is owned by ISBER and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Website or its Content, including modification, transmission, publication, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of ISBER.

Limited license

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Website and the Content for your personal, professional, and non-commercial use. You are granted the right to download, store and/or print single copies of items comprising the Content for your personal, professional, and non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall govern.

Trademarks

ISBER, the ISBER logo, INTERNATIONAL SOCIETY FOR BIOLOGICAL AND ENVIRONMENTAL REPOSITORIES, ISBER ANNUAL MEETING & EXHIBITS, ISBER REGIONAL MEETING & EXHIBITS, and BIOSPECIMEN RESEARCH SYMPOSIUM are trade-marks of ISBER. Other names, words, titles, phrases, logos, designs, graphics, icons and trade-marks displayed on the Website may constitute registered or unregistered trade-marks of ISBER or third parties. While certain trade-marks of third parties may be used by ISBER under license, the display of third-party trade-marks on the Website should not be taken to imply any relationship or license between ISBER and the owner of the trade-mark or to imply that ISBER endorses the products, services, procedures, business, or other information of the owner of the said trade-mark.

Linking

The Website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by ISBER of any third-party website or the content thereof. ISBER does not operate any third-party website and is not responsible for the content of any third-party website, nor does it make any representation, warranty, condition, or covenant of any kind regarding any third-party website including, without limitation, any representation, warranty, condition, or covenant regarding (i) the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites, (ii) the merchantability and/or fitness for a particular purpose of

any third-party websites or material, content, software, goods, or services located at or made available through such third-party websites, or (iii) that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components.

While ISBER encourages links to the Website, it does not wish to be linked to or from any third-party website which contains, posts or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of ISBER, or (ii) any website which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trade-mark or other proprietary rights. ISBER reserves the right to prohibit or refuse to accept any link to the website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the website upon the request of ISBER.

Modification to the website

ISBER reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without written notice. You agree that ISBER shall not be liable to you or any third party for any modifications, suspension or discontinuance of the Website or any part thereof.

Downtime

You acknowledge that the Website and any part thereof may be periodically unavailable in order to allow for maintenance.

Unauthorized use

Unauthorized attempts to defeat or circumvent security features, to use the ISBER system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the system or its operation are not permitted. Evidence of such acts may also be disclosed to law enforcement authorities and result in criminal prosecution under the laws of Canada or such other jurisdictions as may apply.

Waiver

Any consent by ISBER to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of, any other, different or subsequent breach.

Severability

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

Termination

ISBER may, in its sole discretion, terminate or suspend your right to use the Website, or any part of the Website, at any time without notice. In the event of such termination, or suspension, you are no longer authorized to access, view or use the Website, or the part of the Website affected by such termination or suspension. The restrictions imposed on you with respect to material downloaded from the Website, the disclaimers and the limitation of liability set forth in this Agreement, shall survive termination or suspension of this Agreement for any cause. ISBER shall not be liable to you or any other party for such termination or suspension.

Entire agreement

This Agreement, which includes a Privacy Policy

[https://www.isber.org/resource/resmgr/website/ISBER_Privacy_Policy.pdf], is the entire Agreement between you and ISBER relating to your access and use of the Website.

Governing law and jurisdiction

The Website is operated by ISBER from its offices within the province of British Columbia, Canada. You agree that all matters relating to your access or use of the Website and its Content shall be governed by the laws of the province of British Columbia and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the province of British Columbia with respect to all matters relating to your access and use of the Website and the Content as well as any dispute that may arise therefrom.

Notice

Questions or comments regarding the Website of a general information nature may be directed by e-mail to info@isber.org. Member questions concerning biological or environmental repository issues are to be sent to ISBER via the messaging forum service, accessible from the members-only area.

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