

Boston Bombings Survey terms and conditions

The following Terms of Use govern all use of the Boston Bombings Survey Android application ("app"). The app is developed by Interdisciplinary Scientific Research (ISR; www.interscientific.net). The app is offered subject to acceptance without modification of all of the terms and conditions contained herein (**the Terms of Use**) and all other operating rules, policies and procedures that may be published from time to time on the study web site (www.volunteerscience.com).

The app is available only to study participants who are at least 18 years old, reside in the USA, and own an Android mobile phone with current Internet service. If you do not so qualify, do not attempt to use the app. ISR may refuse to offer the app to any person at any time and may change its eligibility criteria, at any time, in its sole discretion.

Modification of Terms of Use

ISR reserves the right, at its sole discretion, to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the app following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Informed Consent

The informed consent statement for study participants is included in the first three pages/screens of the app, and is incorporated into these Terms of Use.

Rules and Conduct

As a condition of use, you promise not to use the app for any purpose that is prohibited by the Terms of Use. For purposes of the Terms of Use, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by ISR or its partners on or through the app, or submitted by respondents to the app.

By way of example, and not as a limitation, you shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content using any communications service or other service available on or through the app, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
- 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 or other information of ISR or any third party.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by ISR in its sole discretion) an unreasonable or disproportionately large load on ISR's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the app or any activities conducted on the app; (iii) bypass any measures ISR may use to

prevent or restrict access to the app (or other accounts, computer systems or networks connected to the app); (iv) copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through or involved with the app; (v) access the app by any means other than through the standard industry-accepted or ISR-provided interfaces; (vi) impersonate any person or entity; (vii) manipulate or otherwise display the app by using framing or similar navigational technology; or (viii) attempt to gain unauthorized access to any of the accounts, computer systems or networks connected to ISR through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the app.

You shall abide by all applicable local, state, national and international laws and regulations. ISR makes no representation or warranty that the content and app are appropriate or available in locations outside the United States. ISR reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the app to any person, geographic area, or jurisdiction we so desire, and to limit the app we provide.

Service Limitations

You acknowledge that ISR may establish limits concerning use of the app. You acknowledge that ISR reserves the right at any time to modify or discontinue the app (or any part thereof) with or without notice, and that ISR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the app.

No Warranties

The app and associated services are provided "as is" and "as available" and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed to the fullest extent permitted by law. ISR, and its directors, employees, agents, suppliers, partners and content providers do not warrant that: (a) the content is timely, accurate, complete, secure, reliable or correct; (b) the app will be secure or available at any particular time or location; (c) any defects or errors will be corrected; (d) the content or participant submissions are free of viruses or other harmful components; or (e) the results of using the app will meet your requirements. Your use of the app is solely at your own risk.

ISR makes no warranties, express or implied, by operation of law or otherwise, regarding or relating to the services or content provided. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

Limitation of Liability

In no event shall ISR, nor its directors, officers, employees, subsidiaries, agents, contractors, partners, successors, service providers, suppliers, or content providers, be liable under contract, tort, strict liability, negligence or any other legal theory with respect to any aspect the app (including, but not limited to, use or misuse, any action taken in response to or as a result of information on the app, failure to store or backup content, inability to use, or interruption, suspension, modification, alteration, or termination of use) or any content or member submissions (i) for any lost profits or special, indirect, incidental, punitive, or consequential

damages of any kind whatsoever, including any loss of your data or damage to your mobile device, substitute goods or services (however arising and even if ISR has been advised of the possibility of such damages), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), (iii) for any errors or omissions in any content or user submissions or for any loss or damage of any kind incurred as a result of your use of any content or member submissions posted, emailed, transmitted or otherwise made available on or through the service, or (iv) for any direct damages. Further, ISR shall not be liable to you or any third-party for any termination of your access to the app, and you agree not to attempt to use the app after said termination. These limitations shall apply to the fullest extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Indemnification

You will indemnify and hold ISR and its directors, officers, employees, subsidiaries, agents, partners, successors, service providers, suppliers or content providers harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from the i) use or misuse of the app; (ii) your violation of the Terms of Use by you; or, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

Dispute Resolution

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and ISR agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Washington (excluding the conflict of laws rules thereof). All disputes under these Terms and Conditions will be resolved in the applicable municipal, county, state or federal courts of Seattle, King County, Washington state. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Use of the app is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

Integration and Severability

The Terms of Use are the entire agreement between you and ISR with respect to the app, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ISR with respect to the app. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

Miscellaneous

The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with ISR's prior written consent. ISR may assign, transfer or delegate any of its

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