

TAIR Data Terms of Use Agreement

1. Description of Service

The Arabidopsis Information Resource (TAIR) maintains a [database](#) of genetic and [molecular biology data](#) for the model higher plant *Arabidopsis thaliana*. Data available from TAIR may include the complete genome sequence along with gene structure, gene product information, gene expression, DNA and seed stocks, genome maps, genetic and physical markers, publications, and information about the Arabidopsis research community (collectively, the "Data"). Gene product function data is obtained from published research literature, community data submissions and computational prediction methods.

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By using the Service and contents thereof, you consent to a binding, non-exclusive agreement between you and Phoenix wherein your use of the Service and contents thereof is governed by the following terms and conditions ("Terms of Use"). If you do not agree to these Terms of Use, you may not access the Service or utilize the contents thereof.

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After April 1, 2014, you will require a TAIR account and a paid subscription to access some portions of the Service. Your account is for your personal use only and access to the Service via your account by others is not permitted.

3. Attribution

By using the Service, you agree to provide attribution to TAIR. To attribute the use of the Data to TAIR, you must cite at least one TAIR publication in the way specified at <http://www.arabidopsis.org/about/citingtair.jsp> or in a substantially similar manner. You must also supply the URL of these Terms of Use: http://www.arabidopsis.org/doc/about/tair_terms_of_use/417.

4. Prohibitions

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Email addresses and other contact information of registered users on the TAIR website is provided exclusively for the purpose of furthering scientific discussions and collaborations. You may not send unsolicited single or bulk emails or any other communications such as but not limited to bulletin boards, user-groups, or instant messaging services to email addresses made available on the Service. Phoenix only permits the sending of emails to recipients who would have reasonable expectations of receiving email from the sender. You must not compile or distribute addresses of other Service users to third parties or use these addresses to advertise products or services, send junk mail, spam, or chain letters.

You may not use the Service in any unlawful manner or in any manner that would impair the provision of the Service to others or that would compromise the security or functionality of the Service.

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Phoenix reserves the right to suspend or terminate your account or cease providing you with all or part of the Service at any time for any reason, including, but not limited to a reasonable belief that: (i) you have violated these Terms of Use, (ii) you create risk or possible legal exposure for Phoenix.

Phoenix may, at its sole discretion, discontinue providing the Service to any and all users.

In the event of any termination of your access to the Service by Phoenix, all licenses granted to you will terminate, including, without limitation, your license to access and use the materials of the Service. All other terms and conditions of this Terms of Use will remain in force.

6. Privacy

Phoenix will use reasonable efforts to protect the privacy of users and any personally identifiable information collected from users.

By providing your email address on the TAIR website, you consent to your name and email address being added to the TAIR user directory, and your name and email address being freely searchable by and viewable to other users of the Service. If you choose to include other details in your contact information profile (e.g. phone number, address), these details will also be included in the TAIR user directory.

For planning, scientific review, and marketing purposes, Phoenix will keep records of usage for the purpose of compiling aggregate usage information. Logs of usage may also be maintained for the purposes of monitoring and improving services or measuring the impact of a particular function on our resources. You hereby consent to the use of a Google Analytics cookie or similar monitoring tool which collects usage data regarding your use of the Service.

You will be required to supply a unique user name and password along with a valid email address for account registration. All other personal information is supplied by you on a voluntary basis.

Phoenix will not store or record any credit card, debit card, bank account, or any other form of payment account information on its servers. Any electronic payments collected in return for your access of the Service or are made through a third-party payment service outside the TAIR web site, such third party being responsible for the security of your payment information.

Phoenix may share aggregate information or individual information that does not personally identify a user with third parties without restriction. One such third party is Google Analytics, which Phoenix Bioinformatics may utilize in order to understand how users are using the Service.

Other than the directory services described herein, Phoenix will only disclose individually identifiable personal information about its users under the following restricted circumstances:

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- as required to perform or enforce the Terms of Use, including investigation of potential violations thereof;
- in order to detect, prevent, or otherwise address fraud, security or technical issues;
- in order to respond to your support requests;
- in order to protect the rights, property or safety of Phoenix, its users and the public; and/or
- as necessary to enable third parties such as contractors to facilitate assistance in operating the Services, provided all such third parties agree in writing to keep this information confidential.

7. No Warranties, Limitations on Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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