

Sample Q-Social-Sensing Data Service Repository User Agreement

This User Agreement (hereinafter referred to as the "Agreement") is entered into on the Users date of registration on the Q-Social-Sensing (QSS) website, and is made by and between the User and Qatar Computing Research Institute (hereinafter referred to as "QCRI"), a center of Qatar Foundation for Education, Science and Community Development (hereinafter referred to as "QF").

Introduction to QSS

QCRI has created a platform to collect social media data, primarily for research in humanitarian computing. Data is collected from publicly available sources, and using publicly available application programming interfaces (APIs). Researchers using these datasets often find that their collection can be used for purposes beyond what they anticipated, and choose to share it with other researchers. These collections consist of Tweet-IDs and may include additional information added by QCRI (e.g. categorical labels for some meta data items).

To enable this sharing of data collections across researchers, QCRI has developed the Q-Social-Sensing (QSS) data repository, available at <http://qss.qcri.org>. It is a free service that allows the download of data collections created by other researchers who chose to make it public. By agreeing to download a dataset, you are implicitly agreeing to acknowledge QCRI in any publications resulting from the data, and to provide QCRI a copy of any paper, published or unpublished, created based on the use of this data. It is important to note that any data either downloaded from QSS must be used only for non-profit, non-commercial purposes.

Terms and Conditions of this User Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. As a User of QSS, you agree to be bound by the terms in this Agreement. By accepting the terms at account registration, the User unconditionally agrees to ALL of these terms, conditions and polices contained herein.

QCRI at its sole discretion may update these terms, conditions and polices from time to time by posting them on the website. QCRI will provide a 45-day written notice to registered Users by email only of any planned and upcoming revisions or modifications to this Agreement. If in your sole discretion determine that any of the foregoing changes to this Agreement renders the QSS website



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unsuitable for continued use, you should request termination of your account by creating a support ticket through the “Contact us” link in QSS website with the subject “Account Termination”. If you continue to use the website after the changes become effective, you agree to become bound by the revised Agreement.

DEFINITIONS

The following capitalized terms have the following meaning set forth below.

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“User” refers to you or anyone or entity that downloads data on this website.

“Service” refers to all service provided by QSS.

“Content” refers to all sample data sets and/or meta data to be found or viewed on QSS website.

“Permitted Purpose” means the purpose for which Content may be used by a User or by QCRI as set out in this Agreement.

“Personal Data” is registration data that can identify a registered User of the website

“Force Majeure Event” means, any act, event, non-happening, omission or accident that is beyond the parties reasonable control and is not reasonably foreseeable and that causes or results in default or delay in the performance by the Service of any of its obligations under this Agreement, including (a) acts of God, war, riot, civil unrest, terrorism, malicious damage or strike (b) cyber attacks, distributed denial of service attacks or other viruses (c) failure of or interruption to telecommunications services, power supply, cloud computing services, machinery or other utility services, or the impossibility of the use of public or private telecommunications networks; (d) lightning, earthquake, hurricane, storm, fire, flood, drought, accumulation of snow or ice and other extreme weather or environmental conditions; (e) government action or decree, any legal or regulatory change and any decision, order, act or omission of any governmental, regulatory, judicial or other body (whether or not having legal powers).

“Confidential Information” means any information, material and/or proprietary products disclosed, transferred or made available that is not in the public domain.

GENERAL TERMS OF SERVICE

These terms of Service apply to all Users of the Service. The Service includes all aspects of QSS offered on the website.



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QF/QCRI does not endorse any Content provided by the Service, or any opinion, recommendation, or advice expressed therein, and QF/QCRI expressly disclaims any and all liability in connection with Content. QF/QCRI does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and QF/QCRI will remove all Content if properly notified that such Content infringes on another's intellectual property rights.

The Service may contain links to third party websites that are not controlled or owned by QF/QCRI. Therefore QF/QCRI assumes no responsibility for, content, privacy policies, or practices of any third party websites. In addition, QF/QCRI will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve QF/QCRI from any and all liability arising from your use of any third-party website.

You agree not to use or launch any automated system, including without limitation, web crawlers, or offline readers, that accesses the Service in a manner that sends more requests to the QSS servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, QF/QCRI grants the operators of public search engines permission to use web crawlers to copy materials from the site for the sole purpose of creating publically available searchable indices of the materials. QF/QCRI reserves the right to revoke these exceptions either generally or in specific cases.

QSS USER SAMPLE DATA SET DOWNLOAD RULES AND PERMISSIONS


Permission of Use

A User can use the sample data sets provided in any way they wish provided the User is compliant with the following:

- a) All the terms in this Agreement
- b) Adhere to and remain in compliance with <https://dev.twitter.com/overview/terms/policy>
- c) Adhere to and remain in compliance with <https://dev.twitter.com/overview/terms/agreement>
- d) User cites QSS website when presenting or using the sample data <http://qss.qcri.org>

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e) If a User is creating a derived publication then also cite: <http://qss.qcri.org/cite>

Twitter Development Policy Compliance Requirement

For QSS website to be in compliance with Twitter Developer Policy, <https://dev.twitter.com/overview/terms/policy>, the sample datasets found on QSS website are limited to a maximum of 50,000 public tweet IDs and the QSS website will provide code snippet to download twitter JSON from twitter. The QSS website will limit a User’s maximum daily download accordingly.

This Section 3 is subject to updates to align with Twitter policies, with no prior notice to the User.

DATA PRIVACY AND SECURITY

Personal Data Privacy

You accept our privacy policy statement. Privacy of your Personal Data is assured, less a Force Majeure Event. QCRI will not sell or aggregate Personal Data for monetisation like other websites may do.

The privacy policy statement applicable to QSS:

QF/QCRI may collate meta data to better understand how QSS Users use its website.

Certain Users of the QSS community may choose to interact with QSS in ways that require QF/QCRI and others to know more about them. The amount and type of information that QF/QCRI gathers from those Users depends on the nature of the interaction. For example, when users request assistance or report issues about their experience with QSS.

QF/QCRI may disclose personally identifying or other information, only to the extent necessary and in compliance with applicable law, to protect our websites and operations (e.g.,

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against cyber attacks), to protect the rights, privacy, safety, or property of QF/QCRI and QSS Users, to enforce our terms of service, and to pursue available legal remedies.

Third Party Cloud Services

QSS relies on cloud Web Services to securely store its database, logs and uploaded files, to host and monitor the machines running QSS, and to send system emails. This Agreement is bound by the agreements of such services which can be found here:

<https://pusher.com/legal/terms>

<http://www.gdeltproject.org/about.html#termsofuse>

<https://twitter.com/tos?lang=en>

PASSWORDS AND PERSONAL KEYS/CREDENTIALS

QSS website uses your Facebook, Twitter or Google credentials for login.

Please follow the recommendations of Facebook/Twitter/Google with regard to the use of "strong" passwords. You are responsible for safeguarding any password/keys/credentials used to access QSS and for any activities or actions under these credentials.

You must notify QCRI immediately if you think your account has been stolen by someone else, by creating a support ticket through the "Contact us" link in QSS website.

ELIGIBILITY

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with these terms.

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MAINTENANCE AND SUPPORT

QSS uses state of the art technologies to keep the system up and running.

Temporary as well as permanent failures are reported to the QSS support team for action. Users, at any time, can create a support ticket through the “Contact us” link in QSS or the question mark icon available at all times.

Down times:

Because QSS relies on other cloud services, it is bound to down times obliged by these services. Examples are, but not limited to, the database service which is bound to 1 hour downtime every month.

Changes in Services

The Services provided by QSS are evolving, QCRI intends to strive to improve and enhance the Services that QSS provides. Any changes to the Services, including the release of new QSS features, are subject to these Terms.

In addition, QSS may stop temporarily providing the Services (or any features within the Services) without providing prior notice, during which a placeholder page will be shown upon accessing QSS through any link.

QF/QCRI retain the right to discontinue the Service at any time. In such case an email will be sent to Users giving a notice period.

PROPRIETARY RIGHTS

Ownership

The QSS website is owned by QCRI. Nothing in this Agreement shall be deemed to confer

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any third-party rights or benefits to a User.

Copyright

Website Copyright

Copyright and other relevant intellectual property rights that subsist (e.g. workflow) relating to services on this website is owned by QCRI. Any copy of part or all of this website without attribution in any form is prohibited. Reproduction of this website is prohibited.

Copyright of the content within Sample Q-Social-Sensing files

QSS does not own user authored Content within these Tweets. The user authored content within these files e.g. the Tweets retains the copyright of their author and if any copyright is applicable it is preserved and persists.

Attribution

A User can get up to date information on how to cite QSS from: <http://qss.qcri.org/cite>

WARRANTY DISCLAIMER

You agree that the use of the services shall be at your sole risk to the fullest extent permitted by law, QF/QCRI, its officers, directors, employees and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof, QF/QCRI makes no warranties or representations about the accuracy or completeness of the site's Content or the content of any sites linked to this site and assumes no liability or responsibility for any

- a) Errors, mistakes, omissions or inaccuracies of Content
- b) Any bugs, viruses, Trojan horses, of the like that may be transmitted to or through the Service by any third party,
- c) Any loss or damage uncured as a result of the use of the Content posted, or otherwise made available via the Service
- d) QF/QCRI does not endorse, any product or service advertised or offered by a third party through a hyperlink or featured in any banner or other advertising

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- e) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service.

LIMITATION OF LIABILITY

In no event shall QCRI, its officers, directors, employees and agents be liable for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any (i) errors, mistakes or inaccuracies, (ii) any interruption or cessation of the Service, (iii) any bugs, viruses, Trojan horses or similar, that may be transmitted through the Service by any third party. (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service. The forgoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that QF/QCRI shall not be liable for content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

QSS is controlled and offered by QF/QCRI from its facilities in Qatar. Those who access or use QSS from other jurisdictions do so at their own volition and are responsible for compliance with local law.


INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless QCRI, and its parent QF, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to QSS; (ii) your violation of any term of these terms in this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defence and indemnification obligation will survive this Agreement and your use of the Service.

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Governing Law, Jurisdiction and Venue

This Agreement is governed by the laws of the State of Qatar. By accessing this QSS website you consent to these terms and conditions and to the exclusive jurisdiction of the Qatar courts in all disputes arising out of such access.

Severability

If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will be enforceable and otherwise remain in full force and effect.

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