

Terms of Use

Revision: 1

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Welcome to ADDI's website. These terms of use covers visitors to our website and users of our digital research environment. You can jump to the [website terms](#) of use here and the [digital research environment terms here](#)

Welcome to the Website

Welcome to the Alzheimer's Disease Data Initiative, Inc.'s ("ADDI," "we," "us," or "our") website (<https://www.alzheimersdata.org/>). These terms of use ("Terms") are a legal agreement between you, a visitor or user of the Site ("you" or "your"), and ADDI that governs your use of the Site, including all related webpages, and downloadable materials, data, information, photos, or other documentation ("Content") that appears on the Site. Your access to the Site is conditioned upon your acceptance of these Terms and our Privacy Policy, which is incorporated into these Terms by this reference. Please read our Terms and Privacy Policy carefully. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE SITE. If you access the Workbench within the Site, your access and use is to that portion of the website is governed by the [Workbench Terms of Use](#).

1. Privacy Policy

Please review our [Privacy Policy](#) which is part of these Terms and describes how we handle any personally identifying information. By accessing, browsing, or using the Site, you expressly consent to the collection, use, storage, processing, and disclosure of your information, including personally identifiable information, as described in our Privacy Policy.

2. Communications

The Site may allow you the option to provide your contact information, including name, email address, and zip code, to us in order to receive certain communications from us, including, but not limited to, occasional updates and marketing materials. Any email communication you receive from us will include an unsubscribe link that will allow you to

manage your email preferences. You may also cancel your registration by contacting us at: support@alzheimersdata.org, subject to our Privacy Policy.

3. Site Content License

Subject to these Terms, ADDI grants you a limited, revocable license to copy and distribute the Content that appears on the Site only for non-commercial purposes, specifically, research, teaching and learning and other similar purposes regarding educational, health care, environmental, economic, technology, social and political issues. You may not use the Site Content for any commercial purpose or in any manner that disparages or discredits any person. In no circumstance does ADDI's license to you extend to the Site code, user interface design, or infrastructure. All distributed copies must display the following copyright notice: Copyright 2020-[current year] Alzheimer's Disease Data Initiative, Inc. Permission to copy or distribute any materials that appear on the Site that are owned or copyrighted by others must be obtained from the third party that owns such Content.

4. Links, Frames, Metatags, Bots and Scraping

You may link to the home page of the Site as long as you do not do so in a false or misleading manner. You may not frame the Content of the Site or the Site itself. You may not use metatags or any other "hidden text" that incorporates our Site's Contents without our express written consent. You may not use automated means, such as bots, to access and collect Content from the Site.

5. Links to Other Websites

The Site contains links to other websites that we think may be of interest to you. We do not endorse or sponsor any third party websites or the information, products, or services contained on any third party websites and we have no control over third party websites or their content. Remember that when you link to or share content on another website, that other website is governed by its own user agreement and privacy statement, which you should read. Access to and use of any third party website is solely at your own risk.

6. Site Availability and Support

You may access the Site if and when it is available. We do not guarantee availability of the Site or Content on the Site. The Site may occasionally be down for service, upgrades, or for other reasons. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Site at any time and without notice. We have no obligation to provide support in relation to the Site or Content.

7. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, INCLUDING ALL TEXT, GRAPHICS, LOGOS, AUDIO AND VIDEO CLIPS, PHOTOGRAPHS, AND OTHER CONTENT IS PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE. IN PARTICULAR, WE MAKE NO WARRANTY THAT THE SITE OR CONTENT: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, COMPLETE, OR RELIABLE, OR (D) WILL BE FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS. NOR DO WE WARRANT THAT ANY DEFECTS OR ERRORS ON THE SITE OR CONTENT WILL BE CORRECTED. WE DO NOT ASSUME ANY LIABILITY RELATING TO DELAYS OR INTERRUPTIONS ATTRIBUTABLE TO THIRD PARTY FAILURES BEYOND OUR CONTROL. THE SITE AND ALL CONTENT YOU DOWNLOAD OR OBTAIN FROM THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE OR LOSS.

8. Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS, EVEN IF BREAKTHROUGH ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Limitation of Liability and Exclusive Remedies

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER OTHER SECTIONS, OUR MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE SITE SHALL BE LIMITED TO FIVE DOLLARS (\$5.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS OR THE SITE WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

10. Independent Remedies

The exclusion of damages under Section 8 is independent of your exclusive remedy in Section 9 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in these Terms apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

11. Notice on Potential Limits of Sections 7, 8, and 9

Some jurisdictions do not allow the exclusion or limitation of damages (including incidental or consequential), loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in these Terms will be interpreted as excluding liability which cannot under applicable law be excluded in those jurisdictions. If you reside, or are otherwise subject to the laws in one of those jurisdictions, any statutory entitlement available to you will be deemed limited to the extent (if at all) permissible under that law and, if limitation is not permitted, the limitations and exclusions in this section may not apply to you.

12. Indemnification

You hereby agree to defend, indemnify, and hold ADDI and its affiliates, and their respective directors, officers, members, managers, employees, agents, partners, suppliers, and licensors (“Indemnified Persons”) harmless and will keep them indemnified from any third party claims or demands, including reasonable attorneys’ fees, relating to, arising from, or allegedly arising from (a) your use of the Site; (b) any violation by you of these Terms; or (c) your violation of any other party’s rights or applicable law.

13. Notices

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending notice to any email address you provide to us, if any. You agree to send notices to us by emailing them to the following address: support@alzheimersdata.org.

14. Changes to these Terms

We reserve the right to change these Terms at any time upon notice to you. We will give notice by posting updated Terms on the Site, sending you an email (if you have provided us your email to receive communications), or by any other reasonable means.

You should periodically review these Terms for changes and you can review the most current Terms at any time at: [Terms of Use](#). The updated Terms will govern your use of the Site as of their effective date, which will be noted when the new terms are posted and announced. If you do not agree to the updated Terms, you should stop using the Site. Your use of the Site after the effective date of the updated version of these Terms will constitute your acceptance of the updated Terms.

15. Termination

We reserve the right to terminate the Site and these Terms at any time without advance notice, including as to you if you violate these Terms or our Privacy Policy. Sections 1 and 5-19 (including without limitation the limitation of liability, indemnification, and governing law sections) of these Terms survive any such termination.

16. Governing Law and Exclusive Jurisdiction and Venue

These Terms and your use of the Site are governed by the laws of the state of Washington without regard to its conflicts of law principles. You expressly agree that jurisdiction and venue for any dispute relating to or arising from these Terms, Content, or the Site will reside exclusively in the state and federal courts of King County, Washington except that we may pursue injunctive relief in any court having jurisdiction.

17. International Use

ADDI's servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including submissions and personal data) to and in the United States and/or other countries; (ii) if you are from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Site; and (iii) you shall comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Site. The Site and its Contents are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject Breakthrough Energy or its affiliates to any registration requirement within such jurisdiction or country.

18. General

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Section titles are only for convenience and have no legal or contractual significance. We may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in the Site. If, at any time, we fail to respond to a breach of these Terms by you or others, such failure will not waive our right to act with respect to subsequent or similar breaches. A waiver will only be binding on us if it is in writing and signed by us. These Terms (including any incorporated terms or policies) constitute the entire agreement between you and ADDI with respect to the Site and the Content. Both you and ADDI warrant to each other that, in entering these Terms, neither you nor ADDI have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and ADDI, Indemnified Persons, or ADDI's successors and permitted assigns, will have any right to enforce any of these Terms. YOU AND ADDI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR CONTENT MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

19. Comments and Questions

If you have any questions, comments or concerns about the Site, including Content, please contact us at: support@alzheimersdata.org.

Welcome to the Workbench

Welcome to the AD-Workbench, a service hosted and operated by Aridhia on behalf of the Alzheimer's Disease Data Initiative, Inc. ("ADDI"), a nonprofit (the "AD-Workbench"). If you access the AD-Workbench, these terms of service and the [ADDI Privacy Policy](#) apply.

The AD-Workbench allows researchers from industry, healthcare and academia to bring data, metadata, code, domain expertise, analytics and apps and deliver their program objectives more effectively by leveraging other data, tools and collaborations. The purpose of the AD-Workbench is to unite data from international clinical trials and biomedical and health research to enable discoveries that benefit all people, everywhere, by reducing the harm of Alzheimer's Disease and Dementia (the Purpose).

1. Workbench Data

Unless otherwise specifically stated, the AD-Workbench contains anonymized data (the Workbench Data), which have been provided by third parties (the Data Contributors) for the Purpose.

2. Authorized users

You may only access the AD-Workbench if you have been authorized to do so by ADDI. To become an authorized user, you must (a) be approved by ADDI to access the AD-Workbench for the Purpose, (b) register to access the AD-Workbench, and (c) accept these Terms of Use. If you are not such an authorized user you are not entitled to access the AD-Workbench. Please contact ADDI to find out more about becoming an authorized user: support@alzheimersdata.org

3. General terms

By accessing the AD-Workbench you agree to:

1. Not copy, download or transfer any Workbench Data (other than data uploaded by you) to an external location, other than via outputs approved ADDI.
2. Not attempt to identify individuals from the Workbench Data.
3. Ensure that all statistical results and outputs are fully anonymized, do not breach any individual's privacy, and comply with any applicable data use agreements you may have executed relating to the AD-Workbench.
4. We encourage communication of the results of research in an open access publication and require attribution, acknowledgement or accreditation to ADDI, AD-Workbench, and Data Contributors and participants as ADDI may determine.
5. Comply with all applicable laws, regulations, and rules in using the AD-Workbench and Workbench Data.
6. Comply with your organization's applicable policies and processes, including but not limited to any policies or processes relating to security, confidentiality, data protection, and ethical reviews.

4. Additional Terms

Some data contributors may require you to execute an additional data use agreement specific to their dataset. Upon execution, such data use agreement(s) will be

incorporated here by this reference. In the event of any conflict between these Terms of Use and that data use agreement(s), the terms of the data use agreement(s) will prevail.

5. Data uploaded by you

If you upload data to the AD-Workbench for your own use, you represent and warrant that: (a) such data does not contain personal data (as defined by any applicable law including without limitation as defined by California Consumer Privacy Act, California Privacy Rights Act, U.S. federal law, and the General Data Protection Regulation) nor any personal health information (as defined by any applicable laws including without limitation Health Insurance Portability and Accountability Act); (b) you have all rights, title, and interest in and to such data required to upload and use such data on the AD-Workbench; (c) to the best of your knowledge such data does not and will not infringe, violate, or misappropriate any third-party rights; and (d) you have all full and proper consents, permissions, approvals, authorizations, and legal bases necessary to permit the disclosure, transfer (including cross-border transfer), storage, maintenance, and use of such data on the AD-Workbench.

6. Service integrity

ADDI intends to engage a third party application service and hosting provider or providers chosen by ADDI to maintain and provide the technology and application infrastructure for the AD-Workbench. As of the date of this TOS, the provider is Aridhia Informatics Limited.

By accessing the AD-Workbench you agree to:

1. The Aridhia DRE [Privacy Policy](#)
2. Not attempt to bypass or override the built-in AD-Workbench security controls including, but not limited to:
 - Inbound connectivity controls and restrictions
 - Outbound connectivity controls and restrictions
 - Workspace segregation and permissions
 - Virus scanning
 - Supported data ingestion methods
 - Supported data extract mechanisms including Airlock approved exports and transfers between Workspaces.
3. Keep your allocated username and password secure, not disclose them to anyone else, and not allow anyone else to use them.

4. Log out or lock your screen if you leave your workstation unattended for any length of time.

5. Ensure that your use of the AD-Workbench does not breach the Aridhia [fair usage policy](#).

7. Updates to these Terms of Use

Aridhia and ADDI reserve the right to change these Terms of Use at any time by posting changes on-line. Your continued use of the AD-Workbench after changes are posted constitutes acceptance of these Terms of Use as modified by the posted changes.

8. Termination

Either Aridhia or ADDI may terminate your right to access the AD-Workbench or any Workbench Data at any time for any reason, including in the event of a breach by you of any of these Terms of Use. Upon the termination of your access or upon Aridhia's request, you will promptly return or destroy any Workbench Data in your possession.

9. Indemnification

You shall indemnify, defend and hold harmless Aridhia, ADDI, and Data Contributors, and their respective officers, employees, agents, successors, heirs and assigns (the Indemnitees), against any liability, damage, loss or expense (including, without limitation, reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees, or any one of them, in connection with any third party claims, suits, actions, demands or judgments to the extent arising out of (a) your use of the Workbench Data in breach of these Terms of Use or the activities conducted pursuant hereto, or (b) your negligence or willful misconduct. Your indemnification obligations will not apply to any liability, damage, loss, or expense to the extent that is attributable to the fraud, negligence, or willful misconduct of the Indemnitees.

10. Representations; Disclaimer of Warranties

ARIDHIA, ADDI, AND DATA CONTRIBUTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PATENT, TRADEMARK, NON-PUBLIC OR OTHER INFORMATION, TANGIBLE RESEARCH PROPERTY, OR ANY OTHER PROPERTY OR RIGHT LICENSED HEREUNDER AND HEREBY DISCLAIM THE SAME.

11. Publicity

ADDI may publicly disclose your name, project title and a list of datasets accessed by you.

You may not use the names (except as otherwise provided in these Terms of Use), logos, or trademarks of Aridhia, ADDI, or the Data Contributors in any public disclosures without the prior written consent of such other parties unless otherwise required by law or government authority or regulatory body.