

## Terms and Conditions

Oskar Blakstad66.1K reads

By accessing, viewing, and using the site, you indicate that you understand and intend these terms and conditions to be the legal equivalent of a signed, written contract and equally binding, and that you accept such terms and conditions and agree to be legally bound by them.



The banner features the Explorable logo (a flask icon) and the text "EXPLORABLE Quiz Time!". Below the logo are three quiz cards: "Quiz: Psychology 101 Part 2" (with a roller skates image), "Quiz: Psychology 101 Part 2" (with a colorful pencil image), and "Quiz: Flags in Europe" (with a Ferris wheel image). A "See all quizzes =>" link is located at the bottom right.

## Summary

- Explorable offers services that help you to help yourself
- Explorable makes no warranties and is not liable for your use of the services or the functionality and content provided by its users
- We strive to take care of the personal information you upload and/or share on our site to protect your privacy
- We may terminate your account if the terms are violated
- The service is not intended for children under 13

## Explorable Services

Explorable AS is a limited company, incorporated under Norwegian law with the company registration number (org. nr.) 998504163 with registered address in N-4630 Kristiansand, Norway ("Explorable").

Explorable centers around health, research and academia. It contains articles, media, forms and user interfaces for interactivity. The site offers services to help you publish scientific material in a layperson manner and to facilitate the use of such information on a day-to-day basis.

Because the site is collaboratively edited, all of the content we host is provided by users like yourself, and we do not take an editorial role. We do not monitor the content of the site, and we do not take any

responsibility for its content.

Please note that Explorable reserves the right to change the terms and conditions. Your continued use of the site following reasonable notice of such modifications will constitute your acceptance of such changes. You also agree that notices we may provide on our site shall be deemed reasonable notice for this purpose.

## **Privacy**

We respect your privacy and integrity and strive to take the best care when we collect, store, use and protect your personal information accordingly. We collect and store data in a need-to-know basis only.

Due to the nature of the information and services on this site, changing user data may be limited or prohibited. All information and data put on this site by its users may be deleted by the user himself.

Work changed by others according to the contents license may only be deleted in full or in part when in accordance with the license.

When a user requests or reads a page on our site, Explorable may keep raw logs of such transactions for technical purposes. These will not be published or used to track legitimate users. If applicable, Explorable will keep logs according to the EU directive 2006/24/EF insofar as these regulations are implemented by Norwegian law or according to the legislations at the place of our databases at any given time.

The site sets a temporary session cookie on a visitor's computer when our site is visited. Cookies are used to provide a better user experience, and provide good services from our site. Please see our privacy policy page. Cookies can be disabled in your browser, but this may limit the functionality of the site.

Edit of public information on the site are logged with username and/or network IP address of the editor. Editing history is aggregated by author in a public contribution list, as long as the user has not explicitly selected to be anonymous. If a third party request to know who has put the content on the site according to the terms of notice and takedown, Explorable may give this third party information on IP address of the author or any other information to identify the publisher.

Editors who have not logged in may be identified by network IP address. Depending on one's connection, this IP address may be traceable. It may be possible to use this information in combination with other information, including editing style and preferences, to identify an author completely.

We do not log IP addresses for login purposes and as long as all information and data in the account is personal and not public and insofar that we do not have a legal obligation to do so. If the user does not put any identifiable information on the account, it will not be possible for Explorable to identify the user.

We strive to keep your personal information secure. We do encourage you to use non-identifiable information in all forms as possible to avoid any risk of sensitive information being linked to you.

We provide different access levels for our users. We provide user accounts with e-mail and password as login, which may identify you as a user. We also provide anonymous login through a unique, personal code. However, we cannot control whether any given information makes an identification of you in person.

## **Users**

There can only be one user on each account. It may be possible to pay for a bulk number of individual accounts as described on our site.

Users are not required to register an email address. Users whose accounts do not have a valid email address

will not be able to reset their password if it is lost.

You are legally responsible for all information and data you put on our site. For your own protection you should exercise caution and avoid contributing any content that contain sensitive personal and identifiable data about yourself or that may result in criminal or civil liability under any applicable law. We do not offer any protection, guarantee, immunity or indemnification for the information hosted on our site by you.

We have different types of user accounts that may have different access and different roles on the site. Some users provide content for others to use, other have access to the material and others again only use the site for personal information and self-help.

We encourage you to be civil and polite in your interactions with others in the community, to act in good faith, and to make edits and contributions aimed at furthering the mission of the shared material.

You can cancel your account at any time by using the site's user interface. All personal data is deleted if your account is cancelled.

Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. You may not engage in such activities on our sites:

- Engaging in harassment, threats, stalking, spamming, or vandalism,
- Transmitting chain mail, junk mail, or spam to other users,
- Violating the privacy of users and others,
- Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by Explorable,
- Engaging in false statements, impersonation, or fraud,
- Intentionally or knowingly posting content that constitutes libel or defamation,
- Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive,
- Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law,
- Posting pornography or any other similar content,
- Using the services in a manner that is inconsistent with applicable law, criminal activities or illegal purposes, and
- Posting or distributing content that contains any viruses, malware, worms, trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users.

Engaging in automated uses of the site that are abusive or disruptive of the services and have not been approved by Explorable:

- Disrupting the services by placing an undue burden on the site,
- Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without authorization, and
- Probing, scanning, or testing the vulnerability of any of our technical systems

Explorable AS reserve the right to delete user accounts and content without prior notice. This will typically happen for users that violate these Terms and Conditions or that has been inactive for a period of more than 12 months.

## **The Site**

The Explorable (“Explorable”) explorable.com website is owned and operated by Explorable AS. There are several authors writing articles for the website and the site is open for our users to provide content. We are not well-renowned professionals, nor do we wish to profile the website as authoritative. We aim to provide

content which is easy to understand and accurate, but cannot control, check or in other ways validate content put on our site by our users.

We do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content. We only provide access to the content that users have contributed and edited.

The site contains of material both provided by Explorable AS and by its users. Explorable do not endorse, check or have any responsibility for the information put on the site by its users.

## **Research**

Explorable offers services to researches, enabling them to do surveys, questionnaires etc. for a given purpose. In some cases, this may require a separate agreement between the researcher and Explorable.

The researcher is responsible for obtaining all necessary licenses to conduct the research from the domestic or foreign authorities as applicable. Such a license shall also cover the collection of data through Explorable.

All research subjects must accept a specific set of terms and conditions for the research project, with description on what information is collected, the purpose of collecting the data and how the data may be used. If the information given can identify the subject, the subject must give an informed consent to such a collection of data.

All information in relation to the research shall be kept confidential, and shall not be disclosed to any third party without the consent of the other party or the user at hand. If the researcher is a public body, the scope of the confidentiality obligation under these provision shall not be wider than the obligation imposed by the Act of 10 February 1967 relating to Procedure in Cases concerning the Public Administration (the Public Administration Act) or corresponding sector-specific regulations. The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is required pursuant to an act or regulations, including disclosure and a right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (the Freedom of Information Act). The other party shall, if possible, be notified prior to the disclosure of such information.

The parties shall take all necessary precautions to prevent unauthorized persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the parties' employees, subcontractors and other third parties who act on behalf of the parties in connection with this agreement. The parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the agreement, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this agreement.

Right of ownership to the data collected vest on the researcher/collector.

Explorable AS reserve the right to do research on all data on the site anonymously, both by Explorable and a third party, which has an agreement with Explorable to do so.

## **Copyright**

In general, content on the site is provided with a Creative Commons Attribution-ShareAlike 3.0 Unported License ("CC BY-SA"). However, content may also be made available on other copyright terms and conditions. The license is stated on the specific content on our site and may be used in accordance with the

terms and conditions of the actual license. You must provide proper attribution to the author in connection with your use of any content. Any rights not expressly granted herein and in the content at hand, are reserved.

You agree to the following licensing requirements for all content put on our site:

- When you submit content to which you hold the copyright, you agree to license it under Creative Commons Attribution-ShareAlike 3.0 Unported License (“CC BY-SA”) unless otherwise stated.
- You may import content that you have found elsewhere or that you have co-authored with others, but in such case you warrant that the content is available under terms that are compatible with the CC BY-SA 3.0 license.
- You agree that, if you import text under a CC BY-SA license that requires attribution, you must credit the author(s) in a reasonable fashion.
- Except as consistent with your license, you agree that you will not unilaterally revoke or seek invalidation of any license that you have granted.
- Any re-use must comply with the underlying license(s).
- When modifying or making additions to content on our site, you agree to license the modified or added content under CC BY-SA 3.0 or later.
- You agree to clearly indicate that the original work has been modified.

## **Payments and Refunds**

All Payments to Explorable are non-refundable. Termination of running billing cycles only terminate future payments and stop the services accordingly.

## **Trademarks**

The trademark EXPLORABLE (appl. no. 201310869 pending) and all other names, logos, and icons identifying Explorable AS and/or its products and services are proprietary marks of Explorable AS. User use of the Explorable AS trademarks is not permitted without obtaining permission. Other product and company names mentioned at the site may be the trademarks of their respective owners.

## **Notice and Takedown**

If you find illegal material, copyright infringements, misuse of trademarks or other such content on our site you may send a notice with the following information:

- Identification of the work claimed to have been infringed and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and email address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receiving such a notice, we will remove or disable access to the alleged infringing material and at the same time notifying the infringer of the action. If we receive a counter notification from the alleged infringer, we will notify the claiming party of the objection. If legal action is not taken within 30 days, the content will be restored.

The designated agent for notice of copyright infringement claims may be reached as follows:

By email: <https://explorable.com/site-contact> [1]

## Disclaimer

The site and all content are provided "as is" and made available without representation or warranty of any kind. Explorable makes no representation or warranty, express or implied as to the accuracy, result, non-infringement or in any other way of the content on the site.

To the extent permitted by law, Explorable disclaims for any direct damages based on the content on our site. Explorable will under no circumstances be liable for any indirect, incidental or consequential damages of any kind.

In any event, the aggregate liability of Explorable for any reason shall not exceed USD 100 or the yearly fiscal fee paid by the user if higher.

## Indemnity

You agree to indemnify and hold harmless Explorable AS, its affiliates, and all of their officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on or related to your use of the site, the content, or any breach by you of these Terms and Conditions. You agree to cooperate as fully as reasonably required in Explorable AS of any claim.

Explorable AS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Explorable AS.

Explorable may take any legal action in any jurisdiction to pursue any indemnity claim Explorable may have against you according to this cause.

## Governing Law, Venue

These terms and conditions shall be governed by the laws of Norway, without regard to conflicts of law rules, and the exclusive jurisdiction and venue for any dispute shall be in Kristiansand, Norway.

The site is controlled and operated by Explorable AS from its offices within the Kingdom of Norway. Explorable AS make no representation that the site is appropriate or available for use in other locations, and access to them from territories where any content in the site is illegal or prohibited. Those who choose to access the site from other locations do so of their own volition and are responsible for compliance with applicable local laws.

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**Source URL:** <https://verify.explorable.com/terms-and-conditions>

### Links

[1] <https://explorable.com/site-contact>