



OPENREAD TERMS OF USE

Effective date: March 19, 2023

1. ABSTRACT

1.1 Introduction

Welcome to OpenRead! Please read on to learn the rules and restrictions below that govern your relationship with the product called “OpenRead” operated by OPENREAD PTE. LTD.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1.2 Definition

“We/ us/ our” means the OPENREAD PTE. LTD.

“OpenRead/ Openread/ openread” means the product operated by OPENREAD PTE. LTD.

“You” means the users, the natural person who owns an account for using the service of the OpenRead.

“Transcoding services” means the service that the OpenRead provides. The transcoding services could transfer the papers (which originated legally) into a more comfortable way to help the users to read effectively online.

“Commercial use” means primarily intended for or directed/indirectly towards commercial advantage or monetary compensation.

“Oat” means the AI assistant service at OpenRead which helps our users to make some easy chat, office and academic works.

2.PRIVACY AND COPYRIGHT POLICY

2.1 Privacy policy

We take your privacy seriously. We never rent or sell your personal data to anyone. We only collect and process your personal data as necessary to develop, provide, and improve our Services, as required by law, or for the limited purposes explicitly in connection with the OpenRead Services.

2.2 Copyright policy

We strictly protect the copyright of the author of the original paper and abide by the intellectual property rights law. We cooperate with academic publishers or universities library to provide you with paper databases, but you must abide by the use rules of universities or academic publishers and the relevant provisions of local copyright law.

We only provide online and temporary transcoding services for users to upload transcoding materials independently. You are not allowed to copy, distribute, modify and take other acts that damage the rights of the original author or violate the intellectual property law for commercial purposes. You need to be responsible for all actions from uploading, and we do not bear any legal responsibility.

We don't admit the legal copyright of AIGC. However, in this period, some countries may admit the legal copyright of AIGC. As the user, when you post full-text articles or supplementary materials on OpenRead and make any content generated by the Oat or other AI tool, you do not transfer or assign copyright to us. You own the copyright by

yourself. Rather, you make the content available to the public through OpenRead. You retain the right to remove such content from OpenRead at any time, or to archive your content so it is available only to you and your co-author(s). You may also remove content from appearing on your profile page.

3. THE BASICS OF USING OPENREAD

If you want to use the service of OpenRead you should sign up for an account, select a password, and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not enter contact information that you do not have the right to use, or another person's contact information with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf). As noted above, if you're under the age of 16, you may not use some features of our Services. **You will only use the Services for your own internal, personal, educational, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.** If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your OpenRead User ID, account or password with anyone, and you must protect the security of your OpenRead User ID, account, password and any other access tools or credentials. You're responsible for any activity associated with your OpenRead User ID and account.

As we strongly believe that scientific content should be accessible and open to everyone, this option to request a full-text of academic paper is available to all users. If you need, you can use the Request-paper service. On publications that are part of our partnership or the paper is allowed to read and download free based on the CC license, you may see the paper. If the authors are on OpenRead, the request is sent straight to them. As we do not have any information about rights you may hold, or any license terms or other restrictions which might apply to such content, we necessarily rely on you to understand your rights and act accordingly. For this reason, we request that you fully investigate and confirm that you have sufficient rights to post particular content to OpenRead and OpenRead users before you do so. As a general matter, if you are an author publishing in a journal, you may be allowed to publish certain versions of your article, but not others, and privately share certain content with others only in the academic purpose based on the copyright law' fair use rules. However, many journals restrict publication of final versions and impose limitations on private sharing. You should be responsible for any legal duties based on yourself.

4. YOUR RIGHTS IN THE OPENREAD SERVICES

The materials displayed or performed or available on or through the Services, including, but not limited to, the paper provided by our cooperators and Users uploaded by themselves, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to transcode or display the papers online, do some notes in the papers, restore the note data in the cloud) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that we owns the Services. You won't modify, publish, transmit, participate

in the transfer or sale of, reproduce, create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

5.THE RESTRICTIONS AND LEGAL RESPONSIBILITY OF THE SERVICES

You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including OpenRead's) rights.

According to the copyright law, you can storage or download your note with the papers in an appropriate portion with the purpose for non-commercial (i.e. educational) only. But the large portion of the paper storage or download might violate the local copyright law. You promise you have already known the situation and that the operation of storage or download is taken by yourself. Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom take the operation, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not

responsible for which users gain access to the Services.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by OpenRead. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that we are not responsible for such risks.

You are responsible for ensuring that **the use or other exploitation of any Member Submissions by you as contemplated by these Terms does not infringe or violate the rights of any third party**, including without limitation any privacy rights, publicity rights, patent, copyrights, contract rights, or any other intellectual property or proprietary rights. Except in the case of Member Submissions containing content exclusively in the public domain, you represent and warrant, and can demonstrate to our full satisfaction upon request that (i) you own or otherwise control any and all rights or licenses required in order to submit or share all content in your Member Submissions and you consent to the use of such content as contemplated by these Terms, and (ii) you have full authority to act on behalf of any and all owners of any right, title, or interest in and to any content in your Member Submissions to use such content as contemplated by these Terms.

In connection with **using or accessing the Service, you shall not:**

- Post false, inaccurate, dishonest, misleading, manipulative, deceptive, defamatory or libelous content;
- Use the Service to annoy, harass, abuse, degrade, shame, insult, bully, personally attack, or send other unwelcome communications to others (including to OpenRead), including but not limited to unwanted romantic advances, junk mail, offers to buy or sell, spam, chain letters, phishing schemes, and deceptive or excessive messages;
- Use the Service to harm others or their careers or business prospects or to air

personal grievances and disputes;

- Post personal data about another person without a legal basis to do so (such as their email address, phone number, identification number or document, photograph, or medical records);
- Post confidential or proprietary information, private communications, or any information you do not have a right to publish;
- Post content which constitutes hate speech, including, but not limited to, that which attacks people based on their race, ethnicity, national origin, political or religious affiliation, sexual orientation, sex, gender, gender identity, age, immigration status, disabilities or diseases;
- Post or share any pornographic, intimidating, abusive, shocking, immoral, sexually inappropriate, or violence-glorifying materials or any content that violates any applicable legislation for the protection of minors or communicates in any sexually explicit or suggestive way;
- Transfer your OpenRead account to another party without our consent, or operate an account under a false name or identity;
- Distribute or promote advertising or commercial promotional content, or send unsolicited promotional content, advertising, job offers, or business proposals, unless permitted by other OpenRead terms to which you have agreed;
- Commercialize any OpenRead application or any information or software associated with such application, except with the prior express permission of OpenRead in writing;
- Post or fulfill requests for unauthorized copyrighted material (e.g. software, books, publications) or "pirated" or "cracked" versions of software;

- Post content whose primary purpose is to drive Users to web pages, domains and/or applications outside of the Service, unless permitted by other OpenRead terms to which you have agreed;
- Act unprofessionally or inappropriately, including by posting broad, vague, irrelevant, untargeted, off-topic, or non-scientific content, potentially harmful or potentially dangerous content, or by misusing the Service and its features;
- Intentionally infect others with viruses, worms, or other software that can destroy, interrupt, or collect their data or computer devices;
- Post excessively within a short timeframe, interfere with the working of our Service, or impose an unreasonable or disproportionately large load on our infrastructure;
- Impose an unreasonable or disproportionately large administrative burden on OpenRead, including by sending a disproportionate number of communications or reports to our Community Support Team;
- Use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Service for any purpose, except with the prior express permission of OpenRead in writing;
- Employ any mechanisms, software, or scripts when using the Service;
- Block, overwrite, modify, or copy any contents of the Service, unless said actions are necessary for the proper use of OpenRead; or
- Encourage or enable any other individual to do any of the foregoing.

If there is a dispute between participants on this site or services, or between users and any third party, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release OpenRead, its directors, officers, employees, agents, and successors from claims,

demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our services.

6. OPENREAD CO. MONITOR AND ENFORCE ANY USER'S OPERATION THAT INFRINGES INTELLECTUAL PROPERTY RIGHTS, VIOLATES THE CONTRACT AND THE LOCAL COPYRIGHT LAW, OR IS OTHERWISE OBJECTIONABLE

We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. In addition, we have the right to:

- i. Remove, refuse to post, or restrict access to any User Submissions for any or no reason in our sole discretion.
- ii. Take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- iii. Disclose your identity or other information about you to any third party who claims that material posted , storage or download by you violates their rights, including their intellectual property rights or their right to privacy.
- iv. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- v. Accept and investigate the complaints from the author of the works. Cooperate

fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

- vi. Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

You waive and hold harmless the company and its affiliates, licensees, and service providers from any claims resulting from any action taken by the company/any of the foregoing parties during, or taken as a consequence of, investigations by either the company/such parties or law enforcement authorities.

However, we cannot and do not undertake to review all operation before it is down on the Services, and cannot ensure prompt review and removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding storage, transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

7. CHANGE AND CLARIFICATION OF THE TERMS

7.1 Change

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

7.2 Clarification

We reserve the right, at our sole discretion, to clarify these Terms. These Terms are governed by and will be construed under the Singapore Copyright Act, without regard to the conflicts of law's provisions thereof.

Arbitration notices and class action waiver: except for certain types of disputes described in the arbitration agreement section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

8. CONTACT US

If you have any questions about the Terms, please contact us at

han.wang@OpenRead.academy