

The Null Hypothesis Terms of Service

Effective: April 20th 2022

Thanks for using The Null Hypothesis. At The Null Hypothesis, our mission is to create an open and supportive venue where researchers can share their work and science adventures with other members of academia and the public in an informal and engaging way

These Terms of Service (“Terms”) apply to your access to and use of the websites, mobile applications and other online products and services (collectively, the “Services”) provided by The Null Hypothesis (“The Null Hypothesis” or “we”). By clicking your consent (e.g. “Continue,” “Sign-in,” or “Sign-up,”) or by using our Services, you agree to these Terms, including the mandatory arbitration provision and class action waiver in the Resolving Disputes; Binding Arbitration Section.

Our [Privacy Policy](#) explains how we collect and use your information while our [Code of Conduct](#) outline your responsibilities when using our Services. By using our Services, you’re agreeing to be bound by these Terms and our Rules. Please see our for information about how we collect, use, share and otherwise process information about you.

If you have any questions about these Terms or our Services, please contact us at theh0hypothesis@gmail.com

Your Account and Responsibilities

You’re responsible for your use of the Services and any content you provide, including compliance with applicable laws. Content on the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download, or share content unless you have the right to do so.

Your use of the Services must comply with our Rules.

You may need to register for an account to access some or all of our Services. Help us keep your account protected. Safeguard your password to the account, and keep your account information current. We recommend that you do not share your password with others.

If you’re accepting these Terms and using the Services on behalf of someone else (such as another person or entity), you represent that you’re authorized to do so, and in that case the words “you” or “your” in these Terms include that other person or entity.

To use our Services, you must be at least 13 years old.

If you use the Services to access, collect, or use personal information about other The Null Hypothesis users (“Personal Information”), you agree to do so in compliance with applicable laws. You further agree not to sell any Personal Information, where the term “sell” has the meaning given to it under applicable laws.

For Personal Information you provide to us (e.g. as an Artist or Science Tales Writer), you represent and warrant that you have lawfully collected the Personal Information and that you or a third party has provided all required notices and collected all required consents before collecting the Personal Information. You further represent and warrant that The Null Hypothesis's use of such Personal Information in accordance with the purposes for which you provided us the Personal Information will not violate, misappropriate or infringe any rights of another (including intellectual property rights or privacy rights) and will not cause us to violate any applicable laws.

User Content on the Services

The Null Hypothesis may review your conduct and content for compliance with these Terms and our Rules, and reserves the right to remove any violating content.

The Null Hypothesis reserves the right to delete or disable content alleged to be infringing the intellectual property rights of others, and to terminate accounts of repeat infringers. We respond to notices of alleged copyright infringement if they comply with the law; please report such notices to us at theh0hypothesis@gmail.com

Rights and Ownership

Please note:

You retain your rights to any content you submit, post or display on or through the Services.

Unless otherwise agreed in writing, by submitting, posting, or displaying content on or through the Services, you grant The Null Hypothesis a nonexclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your content and any name, username or likeness provided in connection with your content in all media formats and distribution methods now known or later developed on the Services **with full attribution**.

The Null Hypothesis needs this license because you own your content and The Null Hypothesis therefore can't display it across its various surfaces (i.e., web) without your permission.

This type of license also is needed to distribute your content across our Services. For example, you post a story on The Null Hypothesis. It is reproduced on our website, and distributed to multiple places within The Null Hypothesis, such as the homepage or reading lists. A modification might be that we show a snippet of your work (and not the full post) in a preview, with attribution to you. A derivative work might be a list of top authors or quotes on The Null Hypothesis that uses portions of your content, **again with full attribution. This license applies to our Services only, and does not grant us any permissions outside of our Services.**

So long as you comply with these Terms, The Null Hypothesis gives you a limited, personal, non-exclusive, and non-assignable license to access and use our Services.

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in the Services, other users' content on the Services, or The Null Hypothesis trademarks, logos or other brand features.

Separate and apart from the content you submit, post or display on our Services, we welcome feedback, including any comments, ideas and suggestions you have about our Services. We may use this feedback for any purpose, in our sole discretion, without any obligation to you. We will treat feedback as confidential unless otherwise granted permission.

We may stop providing the Services or any of its features within our sole discretion. We also retain the right to create limits on use and storage and may remove or limit content distribution on the Services.

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with or without notice.

Transfer and Processing Data

In order for us to provide our Services, you agree that we may process, transfer and store information about you in the US and other countries, where you may not have the same rights and protections as you do under local law.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless The Null Hypothesis, and our officers, directors, agents, partners and employees (individually and collectively, the "The Null Hypothesis Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights) or your violation of the law. You agree to promptly notify The Null Hypothesis Parties of any third-party Claims, cooperate with The Null Hypothesis Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). You also agree that the The Null Hypothesis Parties will have control of the defense or settlement, at The Null Hypothesis's sole option, of any third-party Claims.

Disclaimers — Service is "As Is"

The Null Hypothesis aims to give you great Services but there are some things we can't guarantee. Your use of our Services is at your sole risk. You understand that our Services and

any content posted or shared by users on the Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, The Null Hypothesis doesn’t represent or warrant that our Services are accurate, complete, reliable, current or error-free. No advice or information obtained from The Null Hypothesis or through the Services will create any warranty or representation not expressly made in this paragraph. The Null Hypothesis may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through our Services (collectively, “Third-Party Content”). We do not control or endorse, and we make no representations or warranties regarding, any Third-Party Content. You access and use Third-Party Content at your own risk. Some locations don’t allow the disclaimers in this paragraph and so they might not apply to you.

Limitation of Liability

We don’t exclude or limit our liability to you where it would be illegal to do so; this includes any liability for the gross negligence, fraud or intentional misconduct of The Null Hypothesis or the other The Null Hypothesis Parties in providing the Services. In countries where the following types of exclusions aren’t allowed, we’re responsible to you only for losses and damages that are a reasonably foreseeable result of our failure to use reasonable care and skill or our breach of our contract with you. This paragraph doesn’t affect consumer rights that can’t be waived or limited by any contract or agreement.

In countries where exclusions or limitations of liability are allowed, The Null Hypothesis and The Null Hypothesis Parties won’t be liable for:

- (a) Any indirect, consequential, exemplary, incidental, punitive, or special damages, or any loss of use, data or profits, under any legal theory, even if The Null Hypothesis or the other The Null Hypothesis Parties have been advised of the possibility of such damages.
- (b) Other than for the types of liability we can’t limit by law (as described in this section), we limit the total liability of The Null Hypothesis and the other The Null Hypothesis Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, to the greater of \$50.00 USD or the amount paid by you to use our Services.

Resolving Disputes

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other party.

Binding Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be Hamilton, Ontario, Canada. The language of the proceedings shall be English. The governing law of the contract shall be the substantive law of Canada.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (C) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Governing Law and Venue

These Terms and any dispute that arises between you and The Null Hypothesis will be governed by Ontario Law except for its conflict of law principles. Any dispute between the parties that's not subject to arbitration or can't be heard in small claims court will be resolved in the provincial or federal courts of Ontario, Canada.

Some countries have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

Amendments

We may make changes to these Terms from time to time. If we make changes, we'll provide you with notice of them by sending an email to the email address associated with your account, offering an in-product notification, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued

use of our Services after we provide such notice will confirm your acceptance of the changes. If you don't agree to the amended Terms, you must stop using our Services.

Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

Miscellaneous

The Null Hypothesis's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms, and the terms and policies listed in the Other Terms and Policies that May Apply to You Section, reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, statements and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.