

AJustPeer User Agreement

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Introduction

To simplify navigation, the text is divided into sections that address various topics. An overview of all the sections is available in the contents.

- If you live outside of the United States, sections 1 through 11 of these Terms of Service (“**Terms**”) apply to you.
- If you live in the United States, in addition to sections 1 through 11, section 12 of these Terms applies to you. Section 12 involves additional terms of service for United States residents (“**Additional U.S. Terms**”).

Definitions

- “**Member**” (also referred to as “**you**” and “**your**”): A User who has successfully registered for an account on the Service.
- “**Member Submission**”: Any content including article, data, text, image, post, profile information, or other information a Member adds, creates, uploads, submits, shares, or posts on the Service, either privately or publicly.
- “**AJustPeer**” (also referred to as “**we**”, “**us**”, or “**this website**”): AJustPeer UG, a German limited liability company.
- “**Service**”: The services made available at www.ajustpeer.com.
- “**User**” (also referred to as “**you**” and “**your**”): Anyone who, as a recipient of the Service, accesses or uses the Service for any purpose.
- “**Visitor**” (also referred to as “**you**” and “**your**”): An unregistered User of the Service.

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1. Agreement

Keep in mind that AJustPeer is a place for sharing insights on scientific journals, asking questions, and engaging in constructive discussions. However, some basic rules apply.

By accessing or using our Services, you agree to these Terms. If you do not agree, you may not use our Services.

2. Your Access to the Services

No one under 18 is allowed to use or access the Services.

By using the Services, you state that:

- You are at least 18 years old and over the minimum age required by the laws of your country of residence to access and use the Services;
- You are not barred from using the Services under all applicable laws; and
- You have not been permanently suspended or removed from the Services.

3. Our Service

AJustPeer's mission is to enhance the fairness, transparency, and inclusivity of scientific publishing. To accomplish this, the Service facilitates exchanging insights on scientific journals, posing inquiries, and engaging in constructive discussions.

We encourage the Users to:

- Share their experiences about scientific journals anonymously or openly.
- Pose specific inquiries about any given journal.
- Engage in constructive feedback with their peers.

By doing so, the Service can assist fellow researchers in making informed decisions regarding journal selection, navigating the submission phase, and understanding the review process better.

4. Community Guidelines

Here at AJustPeer, we aim to connect the scientific community to engage in scholarly discussions about peer-reviewed journals, pose inquiries, and engage in constructive discussions.

We want to make sure that AJustPeer stays a hub for critical and constructive exchange on peer-review process, where everyone feels safe and free to share their professional experience but remain respectful and tolerant of others. To accomplish this, we kindly ask you to keep all content, comments, questions, and answers on AJustPeer professional.

These Community Guidelines show you what behavior is promoted and what we consider inappropriate.

- **Identity Use**
 - We ask users to register with their real identities. However, when writing comments, posing inquiries, or engaging in discussions, you may choose to use either your real identity or a pseudonym.

- **Maintain Respect and Embrace Diversity**
 - Scientific disagreements and healthy debates are encouraged, but members must respect each other's ideas and embrace diversity of thought and opinion.
 - Vulgar language, defamatory comments, harassment, excessive profanity, and hateful speech are prohibited. This involves personal attacks and any content that denigrates or incites violence against individuals or groups based on race, color, ethnicity, nationality, politics, religion, sexual orientation, gender, age, immigration status, disabilities, or diseases.
- **Encourage Constructive and Focused Discussions**
 - AJustPeer is a community for researchers to engage in meaningful discussions about peer-reviewed journals. Content or behavior that distracts from this goal, such as spam, trolling, or sharing personal grievances, is not allowed.
- **Report Inappropriate Content**
 - We aim to maintain an environment free of inappropriate, abusive, and unlawful content, and we rely on your help to achieve this. If you encounter any content on AJustPeer that violates our policies or the law, please report it by clicking the flag icon next to the comment, using the contact form, or sending a message to connect@ajustpeer.com.

5. Strikes Policy

Our Community Guidelines outline acceptable behavior and content on AJustPeer, and what is deemed inappropriate. If you violate these guidelines or Terms, we may take action on your content or account and issue a strike under our Strikes Steps.

Typically, if content or conduct is reported for violating these Terms, Guidelines, or the law, it will be reviewed by a human. If we determine that the content or conduct violates our rules, poses legal risks, or could harm others, we may:

- Restrict, remove, or modify content.

- Issue a warning or strike.
- Suspend or permanently disable account access.

When deciding on action, we consider the context, nature, and severity of the violation, the intent behind it, and any past behavior. If action is taken, we'll inform you of what was done and why, unless legal reasons or the interests of others prevent us from doing so.

Typically, access to your account will be disabled after two to four strikes, but severe violations, like threats, may result in immediate account suspension. When we take action on your content or account, we'll notify you about what was done and why, including whether a strike has been issued. However, there may be instances where we are unable to inform you of these actions due to legal restrictions or if it would be unreasonable considering the interests of those involved.

If you believe our decision was in error, you may appeal using the Contact form or sending a message to connect@ajustpeer.com. However, if you repeatedly submit unfounded reports or appeals, we may stop processing them.

6. Your Content

The Services may contain information, text, links, graphics, photos, videos, audio, streams, software, tools, or other materials (“Content”), including Content created with or submitted to the Services by you or through your Account (“Your Content”). We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any of Your Content.

By submitting Your Content to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant AJustPeer the following license to use that Content:

- When Your Content is created with or submitted to the Services, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, perform, and display Your Content and any name, username, voice, or likeness provided in connection with Your Content in all media formats and channels now known or later developed anywhere in the world. This license includes the right for us to make Your Content available for syndication, broadcast, distribution, or publication by other companies, organizations, or individuals who partner with AJustPeer. You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

Any ideas, suggestions, and feedback about AJustPeer or our Services that you provide to us are entirely voluntary, and you agree that AJustPeer may use such ideas, suggestions, and feedback without compensation or obligation to you.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete, deem your content ineligible for monetization, or remove Your Content, at any time and for any reason, including for violating these Terms, or our Community Guidelines, or if you otherwise create or are likely to create liability for us.

7. Privacy

We collect and process your limited personal data in accordance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). This includes your name, email address, and professional affiliation. By using our platform, you consent to our data practices as outlined in our Privacy Policy. You have the right to access, rectify, delete, and port your data.

8. Termination of this agreement

You may terminate this agreement at any time by deleting your account. If you request us to delete your account, we may require identity verification to prevent accidental or

unauthorized deletion.

For data privacy and security, we may delete your account as per our Privacy Policy.

We may terminate this agreement without cause with 30 days' notice or immediately for good cause. Good cause includes repeated or serious violations of legal provisions, contractual obligations, or our Community Guidelines; actions that harm our reputation; revocation of data protection consent; exposing AJustPeer or others to harm, risk, legal liability, or regulatory impacts; legal requirements or court orders; or if we believe your account is not under the control of the identified person or is controlled by multiple individuals.

Upon termination by AJustPeer, we may delete or disable your account. The following will survive termination:

- Access, use, and sharing of your Member Submissions by AJustPeer in accordance with these Terms and laws.
- Our right to retain your account data as per our Privacy Policy to defend legal claims.
- Your access to the Service as a Visitor, where these Terms will still apply as relevant.

9. Changes to this agreement

9.1. Changes to our Service

We may modify the Service for various reasons, including:

- Technical necessities.
- Introducing new features or discontinuing existing ones.
- Preventing abuse, harm, or addressing safety and security issues.
- Compliance with applicable law, legal orders, or government decisions.

We will change or discontinue any part of the Service only for valid reasons, keeping in mind the Users' reasonable expectations and potential impacts. When appropriate, we will give reasonable notice of these changes.

9.2. Changes to these Terms

We may update these Terms to clarify, adapt to changes in our Service, or comply with the law. You will be bound by the new Terms if you agree to them or if we notify you of the changes. Notification will be sent via email and/or through the Service. You are responsible for checking your email and account regularly. The notice will outline the new Terms, key changes, your right to object, and the deadline to do so.

Changes will take effect 30 days after they are posted unless stated otherwise. To object, you must delete your account and stop using the Service before the changes take effect. Alternatively, you may notify us of your objection before the changes go live, which could lead to the termination of our agreement and deletion of your account.

10. Important legal terms

10.1. Intellectual Property Rights

The software, site design, content, logos, graphics, and database of the Service are protected by copyright, trademark, and other intellectual property laws across various jurisdictions. We retain all intellectual property rights for the Service. You are prohibited from copying, modifying, distributing, selling, leasing, or reverse-engineering any part of the software, or attempting to extract its source code, unless such restrictions are prohibited by law.

10.2. Limitation of Liability

By using the Services, you agree that neither we nor our affiliates will be liable for any indirect, punitive, incidental, special, or consequential damages, including but not limited to loss of profits, goodwill, data, or other intangible losses. This applies to damages arising from (A) your use of this website or any co-branded sites, (B) delays or inability to use this website, (C) any information or materials on this website or linked sites, or (D) products or services purchased directly or through links on this website, regardless of the legal basis (contract, tort, strict liability, etc.), even if we were advised of the possibility of such damages.

Except as specifically stated on AJustPeer, we and our affiliates are not responsible for

(I) inaccuracies in the information on this website or (II) unavailability of products or services obtained through this website or its links. Our total liability to you for all damages, losses, and causes of action (whether in contract, tort, or otherwise) will not exceed the amount you paid, if any, for accessing our website. If you are dissatisfied with any part of this website or these terms, you may terminate your membership and/or using the Service.

The Service may include links to third-party sites that are not owned or controlled by AJustPeer. We are not responsible for these sites and have no control over them. We advise you to exercise caution when leaving the Service and review the relevant terms and privacy policies of any third-party sites.

10.3. Your Responsibility for Indemnification

You agree to indemnify and protect AJustPeer (including its affiliates, their respective officers, directors, employees, and agents) from any claims or demands, including reasonable legal fees, made by third parties arising from your Member Submissions, violations of these Terms, misuse of the Service, legal breaches, or infringement of third-party rights.

10.4. Transfer

We may transfer all or part of this agreement to an affiliate or, in the event that AJustPeer is sold, to a third party.

10.5. Notice

Administrative emails from AJustPeer will be sent to your current primary email address on file. You are responsible for keeping this address up-to-date. If the address is invalid or unable to receive our emails, sending the email will still serve as effective notice.

10.6. Binding Language

These Terms are only available and binding in this English-language version.

11. Contacting us

If you have any questions about these Terms, please contact us by e-mail at connect@ajustpeer.com

12. Additional terms for United States residents

12.1. Notice of Alleged DMCA Infringement

We value intellectual property rights and expect you to do the same. We reserve the right to terminate any user's access to our Website if they infringe on the intellectual property rights of others. In compliance with the Digital Millennium Copyright Act (DMCA), we will promptly respond to valid notices of alleged copyright infringement. If you believe your work has been copied in a way that constitutes copyright infringement, or if your intellectual property rights have been violated, please send a notice to AJustPeer at connect@ajustpeer.com, including the following details:

1. **Description of Infringed Work:** Identify the copyrighted work you believe has been infringed, or provide a representative list if multiple works are involved.
2. **Location of Infringing Material:** Specify the material or link you claim is infringing and describe where it can be found on the Website.
3. **Contact Information:** Include your mailing address, phone number, and email address.
4. **Good Faith Statement:** Include this statement: "I hereby state that I have a good-faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., fair use)."
5. **Accuracy Statement:** Also include: "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner of the copyright or an exclusive right under the copyright that is allegedly infringed."
6. **Signature:** Provide your full legal name and your electronic or physical signature, or that of the person authorized to act on behalf of the copyright owner.

Please note that if you misrepresent the infringement, you may be liable for damages, including legal fees. Therefore, if you're unsure whether the material infringes your copyrights, consider consulting an attorney. If you believe a copyright infringement notice has been wrongly filed against you, the DMCA allows you to submit a counter-notice.

12.2. Disclaimers of Warranties

All products, services, content, and materials available on this website and any co-branded websites are provided "as is," without any form of warranty, whether express, implied, or statutory. AJustPeer makes no guarantees regarding the website or the products and services offered or linked from it, including implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, or non-infringement.

AJustPeer, along with our affiliates, service providers, and partners, do not guarantee that the website will operate without interruptions or errors, that any defects will be fixed, or that the site and the servers hosting it are free of viruses or harmful elements. Any material downloaded or obtained through this website is at your own risk, and you are responsible for any damage to your computer or loss of data that may result from such actions.

We also make no warranties or representations about the accuracy, reliability, or correctness of the products, services, content, and materials on this website.

Additionally, no advice or information you receive from our team or through the website will create any warranty not expressly stated in these terms and conditions.