

Denali Labs Terms of Service

Please read these **Terms of Service** carefully before accessing this service, which is operated and administered by Denali Labs. Your access to this service is subject to your agreement to these Terms of Service. By accessing this service, you accept, without limitation or qualification, these Terms of Service.

Modification of the Agreement

We maintain the right to modify these Terms of Service and may do so by posting modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of this service following the posting of any modification signifies your acceptance of that modification. You should regularly visit this page to review the current Terms of Service.

Eligibility, Registration, Access, and Termination

This service is provided as a means of collaboration, data archiving, and data sharing within its sponsoring community and access is limited to those purposes. Posting of spam messages or other commercial advertisements is a violation of these terms and may result in termination of your account.

Certain portions of this service are limited to registered users and/or allow a user to participate in online services by entering personal information. You agree that any information provided to this service in these areas will be complete and accurate, and that you will neither register under the name of, nor attempt to enter this service under the name of, another person or entity.

You are responsible for maintaining the confidentiality of your user ID and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. This service does not authorize use of your User ID by third parties.

We may, in our sole discretion, terminate or suspend your access to and use of this service without notice and for any reason, including for violation of these Terms of Service or for other conduct that we, in our sole discretion, believe to be unlawful or harmful to others. In the event of termination, you are no longer authorized to access this service.

Privacy and Confidentiality

We respect your privacy. We will never sell your e-mail address or other personally identifiable information to third parties, or make that information publicly available beyond this service community without your permission.

We do track your activities on this site. We combine your usage metrics with others to create an aggregate picture of how the site is being used. Such usage reports never contain detailed information about your activities as an individual without your prior consent.

We reserve the right to contact you to request additional information or to keep you updated on changes to this service. You may opt out of non-essential communications by updating the settings in your account profile.

Conduct

You are responsible at all times for using this service in a manner that is legal, ethical, and not to the detriment of others. Once you have created an account, you are allowed to post materials and participate in other social networking features available on this site. All users are encouraged to report any material deemed offensive or inappropriate. If your posted material is reported as abusive, it will be withdrawn and subsequently reviewed by a site administrator. If the material is judged to be appropriate, it will be restored. Otherwise, it will be removed from the site, and depending on the inappropriate nature of the content, your account may be terminated.

By using this service, you agree that:

- You will not use this service to commit a criminal offense or to encourage others to conduct that would constitute a criminal offense or give rise to a civil liability;
- You will not violate any applicable law;
- You will not post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
- You will not use this service to impersonate other parties or entities;
- You will not use this service to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of this service or the hardware or software of any other person who accesses this service;
- You will not post any material on this service that infringes or violates the intellectual property rights of another;
- You will not redistribute resource materials posted on this service or create derivative works unless it is allowed by the license terms posted for a resource;
- You will not intentionally damage any content posted on this service;
- You will not claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
- You will not post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation.

Disclaimers

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You agree that the operator and administrator of this service, Denali Labs, shall have no liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or

interruption in availability of data), arising out of or relating to your use of this service or any resource that you access through this service.

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Choice of Law/Forum Selection/Attorney Fees

You agree that any dispute arising out of or relating to this service, whether based in contract, tort, statutory or other law, will be governed by federal law and by the laws of the State of Tennessee, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Davidson County, Tennessee as the exclusive legal forums for any such dispute.