LDaCA ATAP BinderHub Terms of Use

Version 0.0.6 - 8/01/2025

The Language Data Commons of Australia (LDaCA) Australian Text Analytics Platform (ATAP) BinderHub service (the Service) is currently provided free of charge for the use of language researchers (Users) with data including that managed by LDaCA.

The Service is currently hosted on the Australian Research Data Commons (ARDC) NeCTAR Cloud, so by signing into or otherwise using the Service, you agree to <u>ARDC's Standard Terms and Conditions</u> as well as the terms of this document.

Use of the Services

Users must:

- 1. have an account which CILogon can use for authentication, and be a student or employee of, or a collaborator with, an Australian or New Zealand research institution; and
- 2. use the Service only for language research purposes, or for related purposes as approved by LDaCA.

Users:

- 1. are responsible for backing up their own data and/or code;
- 2. must comply with the <u>Nectar security guidelines</u> and the <u>Australian Code for the Responsible</u> <u>Conduct of Research</u> in connection with their use of the Service;
- 3. must not provide credentials to a third party and are responsible for any use of the Services with their credentials; and
- 4. must notify LDaCA support (<u>info@ldaca.edu.au</u>) immediately if they notice any breach of security or unauthorised use of their allocation or user account.

Warranties

Although the LDaCA project collaborators take care to ensure otherwise, they do not warrant or guarantee:

- 1. that the User's data and/or code will persist outside a notebook session;
- 2. that the User's access to the Service will be uninterrupted, secure or continuing;
- 3. that the Service is free of viruses or bugs; or
- 4. the integrity, value, reliability, accuracy and completeness of anything hosted on or generated by the Service, or the actions of third parties (including other users of the Service).

Expiry, Suspension, or Termination

The LDaCA collaborators reserve the right to monitor, search for, and investigate violations to the Terms of Service and may remove, suspend, or terminate access if there are actions that violate the Terms of Service.

At any time prior to the expiry of the Term, the LDaCA collaborators may:

- 1. limit, attenuate, suspend or terminate Users' use of the Service at their discretion and without notice; or
- 2. immediately remove any material on the Service (including any virtual environment Users create or contribute to) in any of the following circumstances:
 - a. inappropriate use of the Services (including any use that breaches this agreement);
 - b. a detected vulnerability or compromise in the security of the Services;
 - c. a request or direction by a law enforcement agency; or
 - d. the LDaCA collaborators reasonably determine that there is an operational need for the content to be removed.