

Terms of Service

Welcome to STAREXEC!

https://starexec.ccs.miami.edu/starexec/public/about.jsp

StarExec is a cross community logic solving service developed by Geoff Sutcliffe (University of Miami), Aaron Stump (Iowa), and Cesare Tinelli (Iowa).

Its main goal is to facilitate the experimental evaluation of logic solvers, broadly understood as automated tools based on formal reasoning. The service is designed to provide a single piece of storage and computing infrastructure to logic solving communities and their members. It aims at reducing duplication of effort and resources as well as enabling individual researchers or groups with no access to comparable infrastructure.

StarExec allows

- community organizers to store, manage and make available benchmark libraries;
- competition organizers to run logic solver competitions; and
- community members to perform comparative evaluations of logic solvers on public or private benchmark problems.

StarExec services ("Services") may include, but are not limited to:

- 1. solver execution services,
- 2. solver comparison services,
- 3. solver competitions;
- 4. benchmark library management services and others;

By using our Services, you are agreeing to these terms. Please read them carefully.

Services may change, and additional terms or requirements may apply. Additional terms will be available with the relevant Services, (e.g. solver competitions may have special rules and terms) and those additional terms become part of your agreement with us if you use those Services.

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Using StarExec Services

By using the Services, you hereby agree to be bound by and follow any policies made available to you within the Services, including but not limited to the following:

- 1. Acceptance of Terms: The services ("Services") provided on the StarExec website ("Website") are provided by The University of Miami ("University"). Please read these Terms of Service ("Terms") before continuing to use the Website. This is a legally binding agreement between yourself and the Website. By continuing to use the Website you are agreeing to the terms and conditions within the Terms of Service. The Terms of Service may be updated at any time and a notice will be provided of any changes made to the Terms. Continuing to use the Website after notice of the changes to the Terms is your acceptance of the modifications.
- 2. Additional Terms: Certain Services provided by the Website may require

Additional Terms of Service outside of this agreement. Any Additional Terms that are necessary will be deemed to be a part of the agreement that you are making with these Terms. Any Additional Terms will control if there is conflict between these Terms and the Additional Terms. Specific Additional Terms include, but are not limited to, the following University Legal Notices: <u>Privacy Statement & Legal Notices</u>

- **3. Disclaimer:** Portions of the Website and Services will contain material created and uploaded by third parties not affiliated with University. Such content is solely owned by the creator that posted said material. University retains the right, but does not have the obligation, to screen or monitor such posts and may remove any content that violates the Terms.
- 4. Prohibited Behaviors While Using the Services: You are responsible for your actions while using the Website and for respecting the rights of University and any third parties. Failure to follow the rules for using the Services, your ability to access the Website and its Services may be terminated. The follow actions are prohibited while using the Services on the Website.
 - **a.** Any copyrighted content, such as any solver or benchmark, may be not uploaded, used, or suggested to others that you have a reasonable belief that using the Website to execute, copy, display, distribute, or otherwise use that content could violate that copyright.
 - **b.** Use of these Services does not give you any ownership interest in any material posted on the Website. The Website's content cannot be used without the permission of its owner or as otherwise permitted by law.
 - **c.** You may not use the Services or Website for any purpose or in any manner that violates any local, state or federal law or regulation, as well as any laws or regulations of any foreign government.
 - **d.** You may not violate University's, or any third parties' rights via downloading, emailing, transmitting, or otherwise using this Website.

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- **f.** You may not directly or indirectly, intentionally disrupt or interfere with this website in any manner that may materially adversely affect University, or any third party.
- **g.** You may not use or exploit any portion of this website to distribute commercial messages, "spam", or other unsolicited communications.
- **h.** You may not take any action that imposes or may impose an unreasonable or disproportionately large load on Website's network infrastructure, as determined by University in its sole discretion.
- **i.** You may not bypass any measure University may use to prevent or restrict access to this Website.
- **j.** You may not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the Website.
- 5. Non-Commercial and Commercial Use of the Services: The Services may be used for any lawful, non-commercial purpose. If you would like to use the Services for any commercial purpose, you must contact ______ to negotiate the said commercial use. Fees may be charged and additional terms may be required before the Services may be used for any commercial purpose. Using our Services does not give you ownership of any intellectual property rights in our Services or the solvers, benchmarks or other content you access. You may not use content from our Services outside of the STAREXEC website, irrespective of whether it is commercial or non-commercial use, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
- 6. Access to Website: To access the Website and use the Services, it is required to have an Account with the Website. If you should learn of any unauthorized use of your account or password, please contact University through the contact page on the Website.
- 7. Non-University Content: Our Services share, execute, distribute and/or display some content that is not the UNIVERSITY's. This content is the sole responsibility of the entity/user that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to host content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do. You agree to not upload, use or suggest others to upload or use any solver, benchmark or other content, if you have reason to believe that use of the STAREXEC website for execution, copying, displaying, distributing or otherwise using such content could violate any intellectual property laws.
- 8. Links to Third Party Website: This Website may include links to other websites. You acknowledge that such links are provided for your convenience and do not reflect any endorsement by University with respect to the linked site or its provider. University makes no representations or warranties with respect to any linked website. University is not responsible for and do no routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at those websites. Use of any linked website is solely at your own risk.

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- **10. Exclusions and Limitation of Liability:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY MATTER RELATED TO YOUR USE OF THIS WEBSITE.
- **11. Choice of Law:** This Agreement and the relationship between yourself and University will be governed by the laws of the State of Florida without respect to its conflict of law provisions. You consent to the personal jurisdiction and venue exclusively in the state and federal courts located in Miami-Dade County, Florida
- **12. Indemnification:** You agree to indemnify and hold University harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of the Website or your placement of any content onto the Website, and to fully cooperate in the and University's defense of any such claims.
- 13. Termination: University may block, suspend, or terminate your use of the website at any time for any reason. Reasons University might do so include, but are not limited to, the following: (a) your breach of this agreement; (b) University is unable to verify or authenticate any information you provide to us; or (c) University believes that your actions could cause financial loss or legal liability to University or other users of this website; (d) routine network maintenance affecting all users; or (e) your use of this website or service in a manner that violates the law or University policies.
- 14. Severability: Should any part or provision of these Terms be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in valid and

enforceable manner, and the remainder of these Terms shall remain binding upon the yourself and University hereto.

- **15.** Non-Waiver: No failure or delay on the part of University in exercising any right hereunder will operate as a waiver of, or impair, any such right. No waiver of any of the provisions of these Terms shall be effective unless it is in writing, and signed by University against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be deemed a waiver of any other right hereunder.
- **16. Scope of Agreement:** These Terms constitute the entire agreement between you and University and its affiliates with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements. Terms do not create any third party beneficiary rights or interests. These Terms do not create any agency, partnership, or joint venture relationship between yourself and University arising solely through the use of this website. These Terms are binding upon your successors, assigns, heirs, and executors.
- **17.** Use of Services for a Business: If the Website and its Services are being used on behalf of a business, then your use of the Website and Services will bind the business to all of these Terms.
- **18. Captions:** The section tiles of these Terms are merely for convenience and will not have any effect on the substantive meaning of this agreement.
- **19. Use of User Data:** University agrees to not sell the user data of user accounts. You agree to release and waive any claim that may arise from any accidental or inadvertent disclosure of such user data.
- **20. Your Rights in Content You Upload:** If you upload any content to Website, you retain all intellectual property rights in such content. You hereby agree that by uploading the content to Website, you are granting the University a worldwide license to use, execute, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. This license will continue even if you were to terminate your account or cease using the Website.
- **21. Use of Uploaded Code and Benchmarks:** Notwithstanding the license that you agree to grant University when you upload any content on Website, see Section 20 (Your Rights in Content You Upload), University states that it does not intend to distribute or publish source or executable code of solvers or benchmarks without the permission of their owner. You agree to release and waive any claim that may arise from any accidental or inadvertent disclosure of such user data.
- **22. Modification and Termination of Services:** University may add or remove certain functionalities or features form Website. University may also decide to terminate the Website or parts of its Services without warning or notice. You are free to stop using the Website or its Services it any time.