

## Conditions and Terms of Use of youcite.com

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### About youcite.com

Welcome to Youcite! We created youcite.com to expedite the publication of scientific content, at reasonable data storage prices, as well as to encourage constructive comments and collaborations, and promote scientists directly by awarding monetary grants on the basis of merit and skill. We hope that by offering this service we will give every scientist a chance for their work to be recognized by their peers. This includes their novel contributions to world knowledge, ability to express their ideas succinctly and their academic integrity. We also hope that the system encourages constructive reviews and collaborations between like-minded scientists. Please treat our service and the community with respect. Abusive or indecent language, spam, and personal attacks, will not be tolerated on youcite.com. Please contact us immediately if you ever see anything on youcite.com that looks like it violates our policies.

### Accepting the Terms of Service

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#### 1. Youcite Content

Youcite.com and its contents are intended solely for the use of Citists (as defined above) and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on youcite.com, including, but not limited to text, graphics, logos, tools, photographs, images, illustrations, software or source code, audio and video, and animations (collectively, "Content") (other than Citist Content) are the property of Youcite and/or third parties and are protected by Australian and international copyright and other related intellectual property laws.

"Citist Content" is any material posted by the Citist which may include submissions (including in pdf format) such as, but not limited to, articles, posters, theses, slide sets, and comments made about their work or the work of other Citists. Youcite does not claim to own Citist Content (for which the Citist is responsible for ensuring they are (1) allowed to upload the content and (2) the content does not infringe these Conditions and Terms of Use or any law).

"Profile Content" is information about you (a Citist) that is contributed by you (including through the account registration process) or inferred about you by your activity. Profile Content includes, but is not limited to, display names, legal names, Orcid information, a current email address, and other user generated content found on a Citist's profile. It can be used to identify You to make sure you are the author of any Citist Content You post, or to award a grant if You are awarded such, or to identify You if there are any contraventions of Youcite's Conditions and Terms of Use.

All trade marks, service marks, and trade names are proprietary to Youcite and/or third parties. The Citist shall abide by all intellectual property (including copyright) notices, information, and restrictions contained in any Content accessed through the Services.

Youcite.com is protected by copyright, pursuant to Australian copyright laws, international conventions, and other copyright laws. Other than as expressly set forth in this Agreement, the Citist may not copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce (except as provided in this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the content on Youcite, software, materials, or Services in whole or in part without the written permission of the copyright owner.

The Citist may download or copy the Content, and other items displayed on youcite.com for download, for personal use, or for the purpose of critical review, provided that the Citist maintains all copyright and other notices contained in such Content and correctly attributes authorship of all copyrighted material.

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commercial use, and no title to the Content shall be transferred to You. Youcite, Citists or third party licensors retain full and complete title to the Content and all intellectual property rights therein.

## 2. Your Access to the Services

Youcite may offer to provide the Services, as described more fully on youcite.com, and which are selected by the Citist, solely for the Citist's own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Youcite performs for the Citist, as well as the offering of any Content (as defined in clause 3 below) on youcite.com.

Youcite may change, suspend or discontinue the Services to the Citist at any time, including the availability of any feature, database, or Content. Youcite may also impose limits on certain features and services or restrict the Citist's access to parts or all of the Services without notice or liability. Youcite reserves the right, at its discretion, to modify these Conditions and Terms of Use at any time by posting revised Conditions and Terms of Use on youcite.com and by providing notice via e-mail, where possible, or on youcite.com. The Citist shall be responsible for reviewing and becoming familiar with any such modifications. Continued use of the Services by the Citist following such modification constitutes the Citist's acceptance of the terms and conditions of this Agreement as modified.

The Citist certifies to Youcite that the Citist is an individual (i.e., not a corporate entity) at least 18 years of age. No one under the age of 18 may provide any personal information to or on Youcite (including, for example, a name, address, telephone number or email address). The Citist also certifies that they are legally permitted to use the Services and to access youcite.com, and the Citist takes full responsibility for the selection and use of the Services and access of youcite.com.

If this Agreement is prohibited by law in a particular jurisdiction, this Agreement is void, and the right to access youcite.com is revoked in any such jurisdiction. Youcite makes no claim that youcite.com may be lawfully viewed or that Content may be downloaded outside of Australia. Access to the Content may not be legal by certain persons or in certain countries. If You access youcite.com from outside Australia, You do so at Your own risk and You are responsible for compliance with the laws of Your jurisdiction.

Youcite will use reasonable efforts to ensure that youcite.com and the Services are available twenty-four hours a day, seven days a week. However, there will be occasions when youcite.com and/or the Services will be interrupted for maintenance, upgrades and repairs or due to failure of telecommunications connections and equipment. Every reasonable step will be taken by Youcite to minimize such disruption where it is within Youcite's reasonable control and Youcite will not be held liable for any interruptions to its Services.

You agree that neither Youcite nor youcite.com will be liable in any event to You or any other party for any suspension, modification, discontinuance or lack of availability of youcite.com, the Services, any Citist Content or other Content.

Youcite retains the right to create limits on use and storage in its sole discretion at any time with or without notice.

The Citist shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access youcite.com or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. The Citist shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

## 3. Citist Content

Youcite and You agree that all Citist Content that You contribute to youcite.com is perpetually and irrevocably licensed to Youcite and that You have granted Youcite a non-exclusive, transferable, sub-licensable, royalty free, worldwide licence. The copyright remains with You. As examples of the scope of this licence, You grant Youcite the perpetual and irrevocable right and licence to use, copy, cache, publish, display, distribute, modify, create derivative works and store such Citist Content and, except as otherwise set forth herein, to allow others to do so in any medium now known or hereinafter developed ("Content Licence") in order to provide the Services, even if such Citist Content has been contributed and subsequently removed by You. The Citist warrants, represents and agrees that the Citist has the right to grant Youcite and youcite.com the rights set forth above.

The Citist represents, warrants and agrees that it will not contribute any Citist Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party, (b) reveals any trade secret, unless the Citist owns the trade secret or has the owner's permission to post it, (c) infringes any intellectual property right of another or the privacy or publicity rights of another, (d) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (e) contains a virus, trojan, worm time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or (f) remains posted after the Citist has been notified that such Citist Content violates any of sections (a) to (e) of this paragraph.

We reserve the right to immediately suspend, without notice, any content, account, or IP address which we determine to be submitting spam or other potentially damaging or disruptive content to youcite.com. When your account is suspended, public access to content contributed under that account may be blocked or removed, and your account may be suspended or deleted at our discretion. Access to other functionality or information within youcite.com may also be blocked or disabled. More detailed examples of unacceptable content includes:

- a. **Illegal Use.** Youcite.com may not be used for illegal purposes. Examples of this include using Youcite.com for fraudulent purposes or operating a phishing site (used to obtain account and password information).
- b. **Spam.** Users that do not publish meaningful content, use deceptive means to generate revenue or traffic, or whose primary purpose is affiliate marketing, will be suspended.
- c. **Identity Theft and Privacy.** Users that appropriate the identity of another person without legal authority are not permitted. Users may not post other people's personal identifying or confidential information, including but not limited to payment information. You may not post information such as other people's passwords, usernames, phone numbers, addresses and e-mail addresses unless already publicly accessible on the World Wide Web.
- d. **Hate Content, Defamation, and Libel.** Youcite.com will not tolerate hate speech and other objectionable content that is unlawful, defamatory, and fraudulent. Note that an allegation of defamatory expression, in and of itself, does not establish defamation. The truth or otherwise of an expression is a key element in establishing defamation, and Youcite are not in a position to make that judgment or determination. That said, if we have reason to believe that a particular statement is defamatory (by provision to Youcite of a court order, for example), we will remove that statement.
- e. **Disruptions and Exploits.** We will terminate accounts and block addresses of those who attempt unauthorized use of youcite.com.
- f. **Copyright.** Using copyrighted material does not constitute infringement in all cases. In general, however, users should be careful when using copyrighted content without the permission of those who created it. It is Youcite's policy to respond to notices of alleged copyright infringement that comply with the Copyright Act 1968 (Cth) (as amended from time to time).
- g. **Mass Registration and Automation.** Accounts that are registered automatically or systematically will be removed and access will be permanently suspended.
- h. **Sexually Explicit Material.** Accounts that use Youcite.com to post sexually explicit or pornographic material, or links to it, will be suspended.

Youcite reserves the right to remove any Citist Content from youcite.com, re-post to youcite.com any Citist Content removed by any Citist or former Citist, suspend or terminate the Citist's right to use the Services at any time, or pursue any other remedy or relief available to Youcite and/or youcite.com under equity or law, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Citist Content or if Youcite is concerned that the Citist may have breached the immediately preceding sentence), or for no reason at all (at Youcite's absolute discretion).

In the event that You post or otherwise use Citist Content outside of youcite.com or the Services, with the exception of content entirely created by You, You agree that You will follow the following attribution rules:

- a. You will ensure that any such use of Citist Content visually displays or otherwise indicates the source of the Citist Content as coming from youcite.com. This requirement is satisfied with a discreet text blurb, or some other unobtrusive but clear visual indication.
- b. You will ensure that any such use of Citist Content in any digital format includes a hyperlink directly to the original Content on youcite.com (e.g. <http://youcite.com?ref=1.1> as provided by youcite.com for all submissions).
- c. You will ensure that any such use of Citist Content visually displays or otherwise clearly indicates the author (Citist) name or names for every use.

#### 4. Grounds for Termination of Use of Services

The Citist is responsible for all of his/her/their activity in connection with the Services and accessing youcite.com. Any fraudulent, abusive, or otherwise illegal activity or any use of the Services or Content in violation of this Agreement may be grounds for termination of the Citist's right to use the Services or to access to youcite.com. The Citist may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any youcite.com or Service user.

Use of youcite.com or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including those that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Under no circumstances will the Citist use youcite.com or the Service to (a) send unsolicited e-mails or messages, bulk mail, spam or other materials to users of youcite.com or any other individual, (b) harass, threaten, stalk or abuse any person or party, including other users of youcite.com, (c) create a false identity or to impersonate another person, or (d) knowingly post any false, inaccurate or incomplete material, or (e) copy, download, or scrape any Profile Content for the purpose of indexing scientists, social recruiting, sourcing, employment-related services, compiling databases of employment solicitation targets, providing content for a hiring platform without the express permission of Youcite or the Citist.

#### 5. Warranty disclaimer

Youcite has no special relationship with or fiduciary duty to the Citist or You. The Citist acknowledges that Youcite has no control over, and no duty to take any action regarding: which users gain access to youcite.com; which Content a Citist accesses via youcite.com; what effects the Content may have on the Citist; how the Citist may interpret or use the Content; or what actions the Citist may take as a result of having been exposed to the Content. Much of the Content of youcite.com is provided by and is the responsibility of the user or Citist who posted the Content. Youcite does not monitor the Content of youcite.com and takes no responsibility for such Content. The Citist releases Youcite from all liability for the Citist and/or You having acquired or not acquired Content through youcite.com. Youcite.com may contain, or direct the Citist to sites containing, information that some people may find offensive or inappropriate. Youcite makes no representations concerning any content contained in or accessed through youcite.com, and Youcite will not be

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To the fullest extent allowed by law, Youcite disclaims any liability or responsibility for the accuracy, reliability, availability, completeness, legality or operability of the material or services provided on youcite.com. By using youcite.com, you acknowledge that Youcite is not responsible or liable for any harm resulting from (1) use of youcite.com; (2) downloading information contained on youcite.com including but not limited to downloads of content posted by Citists; (3) unauthorized disclosure of images, information or data that results from the upload, download or storage of content posted by Citists; (4) the temporary or permanent inability to access or retrieve any Citist Content from youcite.com, including, without limitation, harm caused by viruses, worms, trojans, or any similar contamination or destructive program.

## **6. Third party websites**

Users of youcite.com may gain access from youcite.com to third party sites through hypertext or other computer links on youcite.com. Third party sites are not within the supervision or control of Youcite or youcite.com. Unless explicitly otherwise provided, neither Youcite nor youcite.com make any representation or warranty whatsoever about any third party site that is linked to youcite.com, or endorse the products or services offered on such site. Youcite and youcite.com disclaim: (a) all responsibility and liability for content on third party websites and (b) any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) You might be requested to give any third party, and You hereby irrevocably waive any claim against youcite.com or Youcite with respect to such sites and third party content.

## **7. Registration and security**

As a condition of using the Services, the Citist may be required to register with Youcite and select a password, e-mail address and profile name. The Citist shall provide Youcite with accurate, complete, and updated registration information, including the Citist's e-mail address. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of the Citist's account. The Citist may not (a) select or use as a profile name a name of another person with the intent to impersonate that person; or (b) use as a profile name a name subject to any rights of a person other than the Citist without appropriate authorization. Youcite reserves the right to refuse registration of, or cancel a profile name in its discretion.

The Citist shall be responsible for maintaining the confidentiality of the Citist's password. The Citist is solely responsible for any use of or action taken under the Citist's password and accepts full responsibility for all activity conducted through the Citist's account and agrees to and hereby releases youcite.com and Youcite from any and all liability concerning such activity. The Citist agrees to notify Youcite immediately of any actual or suspected loss, theft, or unauthorized use of the Citist's account or password. Youcite will take reasonable security precautions when using the internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data communications by unauthorized persons or entities.

## **8. Indemnity**

The Citist will indemnify and hold Youcite, its directors, officers, employees, agents, consultants, contractors, partners, vendors, successors, assigns, and service providers (including, without limitation, hosting and telecommunications providers) harmless, including costs and legal fees, from any claim or demand made by any third party due to or arising out of the Citist's access to youcite.com, use of the Services, the violation of this Agreement by the Citist, or the infringement by the Citist, or any third party using the the Citist's account, of any intellectual property or other right of any person or entity.

## **9. Limitation of liability**

In no event will Youcite, its directors, officers, shareholders, employees, members, agents, consultants, contractors, partners, vendors, successors, assigns, and service providers (including, without limitation, hosting and telecommunications providers) be liable with respect to youcite.com or the Services for (a) any indirect, incidental, punitive, or consequential damages of any kind whatsoever; (b) damages for loss of use, profits, data, images, Citist Content or other intangibles; (c) damages for unauthorized use, non-performance of youcite.com, errors or omissions; or (d) damages related to downloading or posting Content. Youcite's and youcite.com's collective liability under this agreement shall be limited to twenty Australian Dollars (AUD20).

Nothing in this Agreement limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other non-excludable warranties under applicable consumer protection laws in the relevant States and Territories of Australia where a purchase is made.

## 10. Fees and payment

Some of the Services require payment of fees. All fees are stated in Australian dollars. The Citist shall pay all applicable fees, as described on youcite.com in connection with such Services selected by the Citist, and any related taxes or additional charges (e.g. Goods and Services Tax, if applicable). All fees are non-refundable unless expressly stated otherwise on youcite.com. The Citist represents to Youcite that the Citist is the authorized account holder or an authorized user of the chosen method of payment used to pay for the paid aspects of the Services. All fee-based Services and virtual goods are provided "AS IS" with no warranties of any kind. Youcite may modify and/or eliminate such fee-based Services at its discretion. Youcite may share your personal information, including payment information for certain transactions in accordance with our Privacy Policy and as required by law. The Citist understands and agrees that the payment for virtual goods grants the Citist a limited licence to use the virtual goods and services as specified on youcite.com.

Youcite may change its prices at any time but will provide you reasonable notice of any such changes by posting the new prices on youcite.com.

## 11. Grants

Youcite.com Grants are awarded at the sole discretion of Youcite and involve skill based elements, as determined by Youcite. Youcite may determine awards on the basis of the following:

- Use to the world;
- Novelty;
- Creativity;
- Skill;

To be eligible for a Youcite.com Grant, Citists must:

1. Be a Citist;
2. Publish Citist Content (either as first author or reviewer whose comment is regarded by the first author as being constructive at the sole discretion of the first author) within the specified youcite.com Grant period; and
3. Submit their Citist Content and any other required material in accordance with the specified youcite.com Grant requirements.

All submissions to any youcite.com Grant must be a Citist's original content and copyright must be owned by the Citist or the Citist must have written permission by the copyright holder to provide the submission (eg. an employer would be required to provide written permission to post the submission if the Citist's original content was made during the course of the Citist's employment, as copyright may be the employer's, not the Citist's).

Submissions that are found to have been derived from the work of a third party will be considered invalid and, if awarded a youcite.com Grant, that youcite.com Grant must be returned to Youcite or youcite.com as applicable.

The successful winner of a youcite.com Grant may be required to sign a statutory declaration regarding the originality of the entry and who owns the copyright. Without limiting the generality, Youcite reserves the right to take action, including legal action, against anyone found to have breached this clause.

Youcite reserves the right in its sole discretion to disqualify any Citist who Youcite has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of a youcite.com Grant process. Youcite's legal and other rights to recover damages or other compensation are reserved.

All properly completed entries submitted in accordance with the terms of the specified youcite.com Grant will be eligible.

There will be a judging panel consisting of representatives of Youcite.. Youcite reserves the right to alter the make up of the judging panel if a judge becomes unavailable at any time. Judges will determine the winner as the one with the best valid entry, as judged by the judging panel, having regard to the specific entry requirements of the particular youcite.com Grant.

The winner of the youcite.com Grant will be notified by e-mail using the contact details they have provided to youcite.com and their name may be published on youcite.com and other places that Youcite in its sole discretion may choose. Grants should be re-deemed within a reasonable period of time, as specified by Youcite at the time of the award and will be detailed on youcite.com at the start of each Youcite Grant period. Grants that are not redeemed within this period, or that fail to satisfy the conditions of the specific youcite.com Grant may be awarded to another Citist, with the original grant award becoming invalid and having been forfeited.

The decision of Youcite is final.

All grants will be paid using a service designated by Youcite, typically Paypal.

Submissions must be received by the deadline detailed on the specific youcite.com Grant. Submissions received after the nominated date will not be eligible for entry to that youcite.com Grant. Youcite accepts no liability for submissions that are delayed, misdirected or lost.

Personal information collected as part of a youcite.com Grant will be governed by youcite.com's Privacy Policy.

Youcite and youcite.com's decisions are final on all matters pertaining to youcite.com Grants and these decisions are binding. No correspondence will be entered into, except as otherwise stated in these Conditions and Terms of Use.

Youcite.com Grants are not transferable, assignable, or exchangeable. The value of the specified youcite.com Grant is correct at the time of printing. Youcite accepts no responsibility for any variation in the value of the specific youcite.com Grant. Youcite will use reasonable efforts to deliver any youcite.com Grant within the specified time frames, however, Youcite is not responsible for any delays, which are caused by events beyond the control of Youcite.

If a youcite.com Grant is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Youcite, including but not limited to technical difficulties, unauthorized intervention or fraud, Youcite reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the specific youcite.com Grant, as appropriate.

Youcite reserves the right to request grant awardees to sign a grant awardee's deed of release or any other relevant forms or agreements that Youcite deems reasonably necessary, to provide proof of identity, proof of age and/or proof of entry validity in order to claim a grant. Proof of identification, age and entry considered suitable for verification is at the discretion of Youcite. In the event that a grant awardee cannot provide suitable proof, the grant awardee will forfeit the grant in whole and no substitute will be offered.

Citists consent to Youcite using the Citist's name in the event that they are awarded a grant in any media for an unlimited period of time without remuneration for the purpose of promoting the Youcite Grant awarding process (including any outcome), and promoting any products or Services.

## 12. Termination

Either party may terminate the Services at any time by notifying the other party by any means. Youcite may also terminate, block, or suspend any and all Services and access to youcite.com immediately, without prior notice or liability, in its sole discretion, for any reason or no reason at all, including but not limited to any Citist breaches of any of the terms or conditions of this Agreement. Upon termination of the Citist's account, the Citist's right to use the Services, access youcite.com, and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnities, and limitations of liability. Termination of Your access to and use of youcite.com and the Services shall not relieve the Citist or You of any obligations arising or accruing prior to such termination or limit any liability which the Citist or You otherwise may have to Youcite or youcite.com, including without limitation any indemnification obligations contained herein.

## 13. Privacy

We have a Privacy Policy, which You should review. This Privacy Policy governs the use of personal information on youcite.com. By using youcite.com the Citist agrees to be bound by this Privacy Policy. The Privacy Policy forms part of this Agreement.

## 14. Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between You, youcite.com and Youcite with respect to the subject matter contained herein. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter contained herein. The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights they may have under this Agreement. Youcite shall not be liable for any failure to perform its obligations contained in this Agreement where such failure results from any cause beyond Youcite's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by the Citist except with Youcite's prior written consent. Youcite may assign this Agreement, youcite.com and/or the Services in whole or in part at any time without the Citist's consent.

This Agreement will be construed and governed by the laws of the State of Victoria, in the Commonwealth of Australia. At the option of Youcite, jurisdiction and venue for any dispute arising under or in relation to this Agreement will only be in the country and State

identified above. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Citist does not have any authority of any kind to bind Youcite in any respect whatsoever. Any notice to youcite.com that is required or permitted by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed e-mail to admin@youcite.com.

## 14. Community Scientist Adjudicators

Youcite periodically appoints and elects adjudicators from the scientific community to consider whether submissions comply with the Youcite Conditions and Terms of Use. These adjudicators are subject to the same terms contained in these Conditions and Terms of Use.

## 15. Copyright Policy

### Reporting Copyright Infringements

If You believe that Content residing or accessible on youcite.com infringes someone's copyright, please send a notice of copyright infringement containing the following information to the address listed below (all received notices will be posted in full alongside the submission URL to which they refer):

1. Identification of the work or material being infringed;
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Youcite is capable of finding and verifying its existence;
3. Contact information about the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address;
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law;
5. A statutory declaration (made under penalty of perjury) that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner;
6. The Notifying Party's physical or electronic signature.

After Youcite receives notification of an alleged infringement that meets all of the requirements above, Youcite will:

1. Disable access to or remove material that it has a reasonable, good faith belief is copyrighted material that has been illegally copied and distributed by any Citist to youcite.com;
2. Youcite will then immediately notify the Citist responsible for the allegedly infringing material (the "Offending Citist") that it has removed or disabled access to the material;
3. Youcite reserves the right, at its discretion, to immediately terminate the account of any Citist who is the subject of repeated notices of copyright infringement.

For clarification, if a Citist has had work published in another journal or publication, they must check that they still own the copyright in the work and that they have not assigned copyright to another entity. If copyright has been assigned to another entity, then the Citist is responsible for obtaining that entity's permission in writing prior to the Citist submitting it on youcite.com. This written permission will be required to be produced to Youcite if there is a copyright infringement claim.

### Filing Copyright Counterclaims

A Citist who believes they are the wrongful subject of a notice of copyright infringement may file a counter notification with Youcite by providing the following items in writing to the address below (all received notices will be posted in full to youcite.com):

1. The specific URLs of material that Youcite has removed or to which Youcite has disabled access;
2. The Citist's name, address, telephone number, and email address;
3. A statement that the Citist consents to the jurisdiction of the Australian Courts located in the State of Victoria (including any Federal Court registries located therein), and that the Citist will accept service of any court process from the person who submitted the original copyright infringement claim (referred to above as the Notifying Party) or an agent of such person;
4. A statutory declaration, witnessed by a witness authorised to witness statutory declarations stating: "I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled and I acknowledge that this declaration is true and correct, and I make it with the understanding and belief that a person who makes a false declaration is liable to the penalties of perjury."

Upon receipt of a counterclaim, Youcite will forward it to the party who submitted the original copyright infringement claim (referred to above as the Notifying Party). The original complainant will then have 10 days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Youcite does not receive any such notification within 10 days, Youcite may restore the material to youcite.com.

### Designated Agent

**Attn:** Copyright Complaints Department  
 Youcite Sciences Pty Ltd  
 admin@youcite.com