

# Site Usage Policy

Effective Date: April 25, 2019

This Site Usage Policy (this “**Policy**”) is part of and incorporates by reference all terms, conditions, rules, policies, and guidelines on the Site, including the Terms of Service (the “**Terms of Service**”). Your use of the Site after the effective date will signify your acceptance of and agreement to the terms of this Policy. To the extent permitted by applicable law, we may modify this Policy without prior notice to you, and any revisions to this Policy will take effect when posted on the Site, unless otherwise stated in the revised Policy. Please check the Site often for updates. Capitalized terms not defined in this Policy are defined in the User Agreement or in the other Terms of Service or have the meanings given such terms on the Site.

## **1. Communication**

You are required to log into the Site to communicate about Projects and use email to maintain an electronic record of all written communication, including clarifications and agreements around scope, deliverables, milestones, timeframes, price, feedback on deliverables, requests for revisions, acceptance of deliverables and completion of milestones. If there is a dispute related to a Project, all written communications for such Project, including the Project posting, proposals, usage of the Project Terms and Change Order features, messages, and any communications will serve as the record for resolution of the dispute. **A COMMUNICATION THAT IS NOT CONTAINED IN AN EMAIL CANNOT BE SUBMITTED AS EVIDENCE IN THE APPLICABLE DISPUTE RESOLUTION PROCESS AFTER A DISPUTE IS REPORTED.**

Omics Help Desk provides a designated space in the User profile to enter email address and telephone number. Data Analysts must not enter contact information or solicit private communications in public messages, in Project descriptions, or sections of their User profile outside of the designated contact information fields.

## **2. Posting Information and Content**

You agree to provide true, accurate, and complete information whenever you post any information or content on the Site (including, but not limited to, posting a request for Data Analyst Services, providing a proposal for a posted Project, posting your profile, and providing feedback). You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks, or other content regarding other Users, Members, Data Owners, Data Analysts, Omics Help Desk, or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Members, Data Owners, Data Analysts, Omics Help Desk, or other third-parties as a result of legally actionable or defamatory comments, remarks, or other information or content that you post to the Site. Under federal law (specifically, the Communications Decency Act of 1996), Omics Help Desk is not legally responsible for any remarks, information, or other content posted or made available on the Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. Omics Help Desk is not responsible for, and does not monitor or censor, content posted on the Site for accuracy or reliability. Omics Help Desk reserves the right to remove or restrict access to any information, content, or

Projects posted or made available on the Site in our sole discretion, if ordered to do so by a court, or if Omics Help Desk considers such information or content to be in violation of the Terms of Service.

### **3. Non-Circumvention**

You acknowledge and agree that, pursuant to and for the reasons stated in the User Agreement, for 24 months from the time you identify or are identified by any party through the Site, you must use the Site as your exclusive method to request, make and receive all payments for any services directly or indirectly provided to or received from that party or arising out of your relationship with that party. You may opt-out of this obligation only if the prospective Client/Data Owner pays Omics Help Desk an “Opt-Out Fee” as detailed in the User Agreement in the section titled “**Non-Circumvention**”.

### **4. Thumbnail Images and Profiles**

You may post an avatar/thumbnail image on the Site to accompany your User profile. All thumbnails must follow these common guidelines:

- You must own the image or have a license to use, copy, and sublicense the image.
- The image must be professional.
- Please upload .jpg, .jpeg, or .gif files. Animated .gif files are not allowed.
- The thumbnail may be left blank.
- Group photos are not acceptable. Please remove other individuals from the image.

If you are a company Member, then in addition to the common guidelines above, your thumbnail image also must follow these guidelines:

- The image may be a logo, a portrait of you or your company, or a relevant piece of your work.
- If the image is a portrait, it must be a truthful representation (i.e., no stock photos or fakes).

### **5. Prohibited Site Activities**

You agree NOT to do any of the following on the Site:

- Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than your own User Content) from the Omics Help Desk Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Omics Help Desk and the appropriate third party, as applicable.
- Post false or misleading information about a product, service, or service request.
- Post logos, seals, or slogans from third parties on the Site unless such material is provided by Omics Help Desk or a third-party designated by Omics Help Desk or you have received express written permission from Omics Help Desk to display such third-party logo, seal, or slogan.
- Post or transmit any content that is profane, vulgar, racist, offensive, threatening, harmful, abusive, defamatory, or disparaging.
- Post or transmit unprofessional or offensive comments about a User, Member, Data Analyst, Client/Data Owner, Omics Help Desk, or any third party.

- Suggest or solicit another User to contact you directly in order to buy or sell services outside of Omics Help Desk.
- Tamper with postings of other Users, Members, or Omics Help Desk.
- Solicit or gather any User's or Member's information available from the Site, such as other usernames and email addresses, for any purpose other than to use the Site Services in accordance with the Terms of Service.
- Impersonate or misrepresent your affiliation with any person or entity.
- Require or request that a Data Analyst deliver a free mock-up or proof of concept as part of a proposal submission or as a condition to consideration of a proposal.
- Repeat any action after you receive warning or request to desist from Omics Help Desk, whether or not that action is explicitly prohibited in the policies stated on the Site.
- Fail to respond to an email from Omics Help Desk regarding violation, dispute, or complaint within two Business Days of when Omics Help Desk sent such email.
- Use the Site if you are not able to form legally binding contracts, are under age 18, or are temporarily or indefinitely suspended from accessing the Site, or if you do not have authority to accept the User Agreement on behalf of a Member for whom you are accessing the Site.
- Take any action that may undermine the feedback or ratings systems (such as importing or exporting feedback information off the Site or using feedback as an extortion mechanism).
- Select a Client/Data Owner or engage a Data Analyst on the basis of religion, sex, or race.
- Violate a request by Omics Help Desk to not post Projects deemed by Omics Help Desk, in our sole discretion, to be contrary to the interests of the Site or the User community.

## **6. Feedback**

For the benefit of Users of the Site Services, Omics Help Desk encourages you to leave objective, balanced feedback about Users with whom you have transacted. You acknowledge and agree that feedback results for you will consist of comments and ratings left by other Users and that Omics Help Desk will make available to other Users a composite feedback number based on these individual ratings. Omics Help Desk provides feedback as a means through which Users can share their opinions publicly, and Omics Help Desk does not monitor or censor these opinions. Omics Help Desk does not investigate any remarks posted by Users for accuracy or reliability unless a User requests Omics Help Desk to do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if a court finds that your remarks are legally actionable or defamatory. Omics Help Desk is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Omics Help Desk reserves the right (but is under no obligation) to remove posted feedback or information that in Omics Help Desk's sole judgment violates the Terms of Service or negatively affects our User community or operations.

You agree to report violations or abuses of our feedback system immediately by contacting Customer Support and agree not to take any actions that undermine the integrity of the feedback system, including, but not limited to, the following:

- Leaving feedback for yourself using a different username or another Member's username.
- Leaving fake or inaccurate feedback for another User or Member.
- Soliciting other Members to leave fake or inaccurate feedback.
- Threatening to leave negative feedback to induce another User or Member to perform a task not required by the Member Contract.
- Withholding deliverables or funds required by the Member Contract to induce another User or Member to leave positive feedback or no feedback.
- Engaging in feedback solicitation, such as offering to sell or buy services in exchange for good feedback, trading feedback undeservedly, or buying feedback.

In order to protect the integrity of the feedback system and protect Users from abuse, Omics Help Desk may investigate and has the right (but is under no obligation) to remove posted feedback or information under the following scenarios:

- It seeks to elicit or solicit any User's contact information, such as other Users' email addresses, for any non-Site related commercial or business purposes or to transmit any unsolicited advertising such as "junk mail," "spam," or "chain letters."
- It contains language that is profane, vulgar, racist, or otherwise discriminatory, hate speech, or contains adult material. Insulting or inflammatory feedback is strongly discouraged but might not be removed absent other factors.
- It is shown to have been left by any User who is in violation of the Terms of Service or by or for a User who has conducted any fraudulent transaction.
- It is not directly related to transactions conducted through the Site.
- It makes any reference to actions taken or purported to be taken by Omics Help Desk or any law enforcement organization.
- Omics Help Desk is provided with a ruling or settlement agreement from a valid and certified dispute resolution service or is provided with a court order finding that the feedback or information posted is slanderous, libelous, defamatory, or otherwise illegal.
- The User who posted the feedback or information provided Omics Help Desk with false contact information (as verified by Omics Help Desk) and cannot be contacted by Omics Help Desk.
- The User who posted the feedback or information is using the Site with the intent of leaving feedback as part of a campaign to harass Users or Members (in Omics Help Desk's sole judgment).
- The User who posted the feedback or information informs Omics Help Desk that it was intended for another User and posts the feedback or information for the appropriate User. This does not apply to feedback that was mistakenly marked negative instead of positive or vice versa, in which case the User can contact Customer Support to file a feedback review request.

## **7. Contacting Us**

If you wish to report a violation of the Terms of Service, have any questions, or need assistance, please contact Customer Support as follows:

**Web Support:** <http://www.omicshelpdesk.com/service>

**Email:** [support@omicshelpdesk.com](mailto:support@omicshelpdesk.com)

**Online Help Topics:** <http://www.omicshelpdesk.com/help>