WARRANTY AND LIABILITY DISCLAIMER, OWNERSHIP, AND LIMITS ON USE

• Restrictions

ZFIN Software and Data are provided to enhance knowledge and encourage progress in the scientific community, and are to be used only for research and educational purposes. ZFIN reserves all rights not expressly granted. Further, ZFIN retains all rights, title, and interest in and to the Software and Data. Any reproduction or use for a commercial purpose is prohibited without the prior express written permission of ZFIN. Distribution of the Software or Data to any third party, without a separate written agreement with ZFIN, is prohibited.

Creation of a personal or lab web page on ZFIN servers is a privilege. These pages benefit zebrafish researchers by providing additional scientific and contact information to facilitate communication and collaboration. ZFIN may request removal or modification of any material on a personal or lab web page or decline to post a web page that contains material generally considered inappropriate for academic scientific purposes and workplace settings.

• No Warranty

ZFIN Software and Data are provided "as is". ZFIN specifically disclaims all warranties expressed or implied, including but not limited to, any warranty of design, or implied warranties of merchantability and fitness for a particular purpose with respect to the Software or Data, operation of the Software, and any particular application or use of the Software or Data, even if ZFIN has been informed of such purpose. ZFIN makes no warranties or representations, either express or implied, that the Software or Data transferred hereunder is or will be free from infringement of any patent, copyright, or other rights or third parties. Licensee assumes the entire risk of using Software or Data.

ZFIN is not responsible for material published on, or that may be reached via links from, personal or lab pages within ZFIN, nor is it responsible for any use that is made of personal or lab page material, or material reached via personal or lab pages. Individuals are responsible for maintaining their personal or lab pages, and are responsible for content, errors, or omissions therein.

• Limitation of Liability and Indemnification

In no event shall the State of Oregon, University of Oregon, or ZFIN be liable for any loss of profit or any other commercial damage, including but not limited to special, incidental, consequential or other indirect damages under any cause of action arising out of or relating to use of the Software or Data, including, without limitation, claims arising from malfunction or defects in the Software. The state of Oregon's, the University of Oregon's, and ZFIN's liability is subject to the limitations and conditions of Oregon revised statutes sections 30.260-30.300, and the Oregon constitution, article XI, section 7.