

# CALLYSTO Terms of Service

#### General

<u>Callysto</u> is a project partnership between Cybera and the Pacific Institute of Mathematical Sciences. Callysto is offered to any interested users but is targeted at teachers and students.

# CALLYSTO TERMS OF SERVICE

#### **BETWEEN:**

Cybera Inc ("Cybera")

-and-

You or the entity you represent (the "User")

(collectively the "Parties", each a "Party")

# 1. Term

- a. Callysto offers Jupyter Notebook infrastructure and learning modules to users who log into the service at hub.callysto.ca (the "Service"). Users can login and authenticate through their federated education institution, or through a third-party Identity provider such as Google or Microsoft.
- b. So long as the User is in compliance with the Terms of Use and the <u>Cloud Service Acceptable Use Policy</u> (the "AUP") of Cybera, the User shall have access to the Service beginning from the creation of the user account until a 60 day notice to terminate the Service is provided, after creation of the user account by Cybera (the "Term").

## 2. Access to the Service

- The User acknowledges that misuse of the Service or violation of the AUP can lead to temporary or permanent disabling of accounts and administrative actions.
- The Service is intended for academic purposes, including research and development. Commercial purposes is not allowed. Extended, computationally



intensive use is not allowed and may lead to temporary or permanent disabling of accounts and administrative actions. This includes long running background processes, and other non-interactive uses.

## 3. Terms of Use

- a. The User acknowledges and agrees that they are using the Service on an "as is" basis and that the Service will be maintained by Cybera on a "best effort" basis. The User further acknowledges and agrees that Cybera makes no backups of user data and makes no warranties as to the safety of data or proprietary information on the Service and that Cybera will not be held liable in the event of any loss, damage or misappropriation of data.
- b. Without limiting the generality of the foregoing,
  - i. Cybera shall not be responsible for any limitations, technological problems or systems failure of the Service, including but not limited to any such limitations, technological problems or system failures that cause damage to the User's data, equipment or software.
  - ii. The User acknowledges and agrees that they are solely responsible for their content on the Service, including their data and software, and that Cybera will have no responsibility or liability for same.
  - iii. The User acknowledges that they are solely responsible for their activities on the Service and may be liable under applicable administrative sanctions for their actions, including account termination.
- c. The Parties hereby acknowledge and agree that all intellectual property belonging to each Party as well as all rights arising therefore shall remain the sole and exclusive property of that Party.
- d. All right, title and interest in and to any intellectual property which may be created, generated or produced in connection with the User's use of the Service shall vest in the User.
- e. Cybera does not accept liability for any damage suffered by the user or a third party as the result of the Service being unavailable.
- f. Cybera has the right to take any other measures that may be necessary to protect Cybera, other users, and/or third parties against damage, disruption, or unauthorized use of the rights of such parties.
- g. Cybera is entitled, without having to inform the parties concerned beforehand, to (temporarily) shut down or limit the use of the Service to the extent that it is



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necessary for carrying out maintenance activities, within reason, or to enable Cybera to carry out any necessary modifications and/or improvements to the Service.

# **Support and questions**

For all inquiries or questions please contact: contact@callysto.ca

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