

Terms and Conditions

These General Conditions, which incorporate by this reference all rules, procedures and processes which may be published on Journal for Medicine and Life Website, constitute a contract between all visitors to and users of Journal for Medicine and Life Website (as defined below) (“you”) and S.C JURNALUL PENTRU MEDICINA SI VIATA S.R.L (“JML”), a Romanian company with its principal place of business in Cluj-Napoca, Romania.

If you do not agree with these terms and conditions you must stop using this website and any Frontiers functionality immediately.

Who we are?

JML was founded to respond to the unmet needs of researchers around the world, to empower researchers to take responsibility for scholarly publishing and to provide equal opportunities for all researchers to publish solid, peer-reviewed research; and to make that research freely available to all, without payment.

S.C JURNALUL PENTRU MEDICINA SI VIATA S.R.L (“JML”) owns and operates an open-access publishing platform and service (www.medandlife.org). JML is dedicated to ensuring that rigorously peer-reviewed, high-quality research is a freely available public resource worldwide.

These terms and conditions cover all use of JML-owned website, whether or not you are registered; the submission, review, acceptance (or rejection) and publication of articles on Frontiers’ publishing platform; and a number of related matters. They are supplemented by JML Privacy Policy and Copyright Statement.

When using JML in accordance with these Conditions, you are entitled to use JML available functionality except for those facilities where access is restricted or subject to conditions.

You must comply with all copyright and similar notices!

Privacy, Personal Data and Cookies

JML strives to comply, as a minimum, with Romanian and EU laws on privacy and data protection and to apply the principles of recognised cross-border data protection procedures.

By using our website you confirm that you have read and agree with JML’s Privacy Policies and that you consent to your data being processed in accordance with those statements.

In particular you consent to processing of your data by JML and its contractors, and to your data being stored on and transferred to servers owned or leased by JML outside Romania and the European Union.

Ownership of Website and Content

JML is the owner of its website, the software constituting those websites and of all copyright and other intellectual property rights in those assets.

JML is the owner of the combination of all content on its website and of the look and feel of its website.

Anyone contributing any content to the JML website remains the owner of that content and of the copyright in that content to the same extent as prior to its submission.

The ownership of any third-party materials included in your content (such as third-party images, graphics etc) remain with that third party unless you have agreed otherwise with that third party. You must inform JML of any third-party

materials and any conditions imposed by that third party, and you must also clearly and prominently display any copyright or other notices required by the owner of that content.

By contributing any content to JML, you guarantee to JML that you are the owner of that content or that you have the permission of the owner to post it to JML and to grant the open licences, which we describe below, over that content. If you do not have permission to grant the open licences you must clarify this via appropriate notices attached to that content.

Licences Granted by Authors and other Contributors

By submitting any content to JML, you grant to JML a non-exclusive, irrevocable, free-of-charge, worldwide right and licence to display, store, copy and re-use that content – including any third-party materials included – in whole and/or in part, including derivative works. You must ensure that you have all necessary permissions from third parties.

When submitting any content to JML, you also grant to the world at large a Creative Commons attribution licence (known as a “CC-BY” licence) over that content. You can not terminate that licence.

In summary, the CC-BY licence means that anyone may copy, re-publish and/or re-use your content for commercial or non-commercial purposes, without charge, but must clearly attribute the work to you and any co-authors and must cite Frontiers as the original publisher of that content. See <http://creativecommons.org/licenses/by/4.0/> for more information.

As the Creative Commons organisation updates the CC-BY licence, the licence terms granted by you are automatically updated to the new version.

The CC-BY licence does not apply to any third-party materials where the third party has required a copyright notice to be displayed prohibiting further copying. Anyone using the content concerned must comply with any copyright or other notices on third-party materials; unless it is clear that the third-party content is also subject to a CC-BY licence, it must be assumed that it is not, and may not be reproduced without the express consent of the third party concerned.

Reproduction of all or part of an article is also subject to compliance with usual academic attribution practices, which must be scrupulously complied with in addition to the CC-BY requirements.

The CC-BY licence does not entitle you to reproduce or publish any JML content in any forum (online or not) which advocates any political, religious, anti-religious, racist, extremist, violent or disrespectful viewpoints. You undertake to remove any such content from any such forums immediately on request by JML, where the content was posted by or for you.

You may also not reproduce any content from our websites in order to denigrate JML.

Contributors of any content other than peer-reviewed articles grant the same rights to Frontiers and others as for peer-reviewed articles.

You agree that anyone visiting JML websites may copy and re-post your content freely, without permission and without any charge, subject only to any citation requirements. This is subject to the provisions concerning third-party materials.

You irrevocably grant us permission to use any non-patented ideas set out in your content or in any message sent or submitted to Frontiers, without any charge and without restriction, for any purpose in any part of the world.

Any content of yours appearing on a non-JML website remains subject to the conditions of that website.

Conditions for submission of articles for peer-reviewed publication

Submission of the article

The person submitting an article warrants that

- she/he has the express consent of all co-authors to submit the article and to accept these conditions on behalf of all co-authors. References to the “author” include all co-authors;
- the article is an original research article and does not contain any non-attributed content from any existing source, including the author’s own existing material;
- all findings have been verified in accordance with the highest scientific standards in the relevant field;
- any live animal experiments have been conducted in accordance with all applicable legislation and guidelines and accepted best practices, and the approval body has been identified in the article;
- for experiments on human subjects, the author has identified the approval body in the article and the article states clearly that informed consent was obtained from all subject;
- the article clearly states any financial, commercial or other relationships which may be considered to represent a potential conflict of interest;
- the article is not defamatory, racist or political and does not incite hatred or violence;
- the author has disclosed all relevant facts to JML concerning the author(s), the article, the underlying research and any relevant third party rights;
- the article has not been submitted to or published by any other journal or publication forum (or if it has, it has been definitively rejected by that other journal or forum);
- all contributors have been adequately acknowledged; and
- the author(s) has/have all permissions and licences necessary for publication by JML of any third-party materials included in or with the article and that the author(s) has/have complied, and will continue to comply, in all respects with all conditions of all relevant permissions and licences. The article does not infringe the rights of any third party.

Publication is subject to (1) acceptance for publication by JML, at JML entire discretion, and (2) timely compliance by the author with all relevant obligations, including payment. By submitting the article the author agrees to pay JML publication fees if the article is accepted for publication.

The JML peer-review process is not designed to ensure that your article meets all conditions, and it remains your responsibility to ensure that all conditions are complied with.

From the time of first submission of the article to JML until the moment of publication or (if relevant) notification of rejection, the author undertakes not to submit the article, nor any abstract or derivation of the article or report of the research covered by the article, for publication to any other journal or forum, and not to publish any such materials (or the findings reported) in any form or in any forum. Once published by JML, the author is free to make any such submission or publication, but not on any website or in any forum which itself does not comply with the principles in these conditions.

You must ensure that all patent applications have been filed prior to publication. JML is not liable for public disclosure of your discovery or invention.

If JML cancels publication due to a breach of these conditions by the author, the author shall nevertheless be liable for publication fees if invoiced by Frontiers.

If JML unjustifiably fails to publish the article within a reasonable period of its final acceptance and payment by the author, JML shall refund the publication fee, to the exclusion of any other liability of JML for such failure.

Publication fees do not cover any additional services.

The Published Article

The article will be published with the name(s) and affiliation(s) of the author(s) and the name of the reviewers.

The author grants to JML and all third parties a Creative Commons CC-BY licence in accordance with the terms for that licence as may be published by www.creativecommons.org from time to time. Information concerning the CC-BY licence is contained elsewhere in these conditions.

JML reserves the right to remove any content, including peer-reviewed articles, which in its view breach any applicable conditions of JML and/or which in JML view are inappropriate in any way. Such removal does not entitle the author to reimbursement of any publication fees.

JML may republish and/or adapt the article in any way and/or create derivative works, for example translating or summarising it or any other adaptation. JML may generate income for itself from the published article and may create links from and to the article.

JML is not liable for the acts of third parties.

The author must, on any subsequent republication by or for the author, ensure that first publication by JML is acknowledged with adequate prominence.

The author may not publish, or permit to be published, the article in any forum not complying with the requirements in these Conditions.

Disputes

The author undertakes to exhaust JML's own mediation processes prior to commencing any formal dispute resolution mechanisms, which are exclusively those set out in these Conditions, to the exclusion of all other procedures.

Rules on Content

These rules on content apply both to peer-reviewed articles and non peer-reviewed content. You must ensure that your content, and the content of websites to which you post links, comply with all JML rules and conditions, including these general conditions. Your content must also comply with all generally accepted scientific and academic norms.

In particular (but without limiting the general obligation) content must:

- be accurate or be genuinely believed to be accurate after duly rigorous investigation (where it states facts)
- only state opinions which are genuinely held
- comply with all accepted citation rules and norms as well as give appropriate credit for contributions
- comply with all accepted ethical rules and norms, including any ethical guidelines we may publish
- not infringe any intellectual property rights (including copyright and database rights) of any person
- be the subject of any necessary consents or authorisations
- not breach any conditions of any website or other forum from which that content was copied or derived, or to which you provide a link, or from which you have provided a link to our website
- not be defamatory
- not be malicious, offensive, discriminatory, threatening, racist, extremist, promote hatred or violence or denigrate any person, group of people or set of beliefs, or provide any link to any such material

- only be for the purpose of furthering scientific and academic discourse in good faith, and in particular not be for the purpose, or have the effect, of promoting any commercial offering, service, product or interest without JML's prior explicit agreement
- not give a false impression that they emanate from JML or are approved by JML, or otherwise be misleading in any way
- not be pornographic or indecent
- remain polite and respectful, especially when disagreeing
- not ascribe any negative psychological or other labels or descriptions to any named or identifiable person without that person's specific consent to such label or description
- not be for the purpose, or have the primary effect, of promoting any political, religious or anti-religious views
- not disclose confidential information, including personal data of others, without the consent of the owner of that information or data
- comply with all applicable laws
- not advocate, refer to or provide a link to any website or content which would itself infringe any of these principles.

We may remove any content, including peer-reviewed articles, at our discretion. You may also request deletion of content and we will consider such requests in their context. We may insert a place-holder to indicate that a comment has been deleted. We may retain deleted comments in our database.

When deleting any content, JML may insert a place holder. JML may keep copies of deleted content.

If you believe any content breaches any of these requirements, please contact us at dragos@cretoiu.ro.

Availability; Viruses and Attacks; Bugs and Errors

JML does not promise that its websites or functionality, nor any applications, widgets or other ways of accessing Frontiers' services, will be available for any given proportion of time. The website may be down for maintenance or upgrades, for which JML will try to provide reasonable notice, and it may unexpectedly crash or be down. We strive to avoid bugs through active maintenance but do not guarantee that the website will be bug- and error-free.

The constant or long-term availability of the various facilities and services provided by JML is not guaranteed. Services may be upgraded, improved, amended, curtailed or withdrawn. We are not liable for the withdrawal of any service or functionality. JML may in the future charge for some or all services.

You should keep back-ups of any content which you do not wish to lose. We do not guarantee to keep back-up copies of content (but we are entitled to do so).

JML will use appropriate tools to attempt to minimize attacks of all kind but does not warrant that the website, or links posted by users, will be free from third-party viruses and other malicious third-party software.

Ownership and Rights

You guarantee to JML that you are entitled to permit JML to publish content submitted by you.

S.C JURNALUL PENTRU MEDICINA SI VIATA S.R.L is the sole owner of it website, including the Journal of Medicine and Life publication platform website.

JML is the owner of the combination of content on its website and the look and feel of all its websites, and all rights associated with any such assets.

JML is also the sole owner, or licensee, of all copyright and other intellectual property rights in the software constituting its website. Your permission to use JML website is restricted to the use of those website for lawful purposes in

compliance with these conditions and any other conditions or rules put in place by JML. All rights in any copyright material belonging to JML are reserved.

Prohibited Activities

The following activities are prohibited on JML website and can result in your registration being suspended or terminated, which JML expressly reserves the right to do, and in your being liable to indemnify JML as provided in these Conditions.

- Any automated or robotic data collection, scraping or crawling JML website for data of any kind
- Disguising your identity when interacting in any way on JML website
- Any activity which is designed to, or is likely to, cause any harm or damage to JML, any of JML suppliers or any users of JML facilities
- Any attempt to copy or reverse-engineer the code forming the website or any of its functionalities
- Any act intended or likely to cause any damage to any JML website, its availability on the internet, its underlying software or reputation, including (but not limited to) denial of service attacks
- Uploading or placing on any JML website, or in any website to which you provide links, any virus or other harmful or undesirable code
- Any fraudulent, harmful or illegal activity
- Any attempt to gain unauthorized access to databases or other resources of JML or its suppliers
- Posting or linking to any content which does not comply in all respects with the content requirements set out in these conditions
- Posting of any sensitive personal information of any other person without that person's explicit informed consent
- The posting of any commercial or promotional content, or any content which includes promotion of any commercial or business offering, without a specific agreement with JML in that respect
- The mounting or promotion of any pyramid scheme or other multi-level marketing scheme
- Posting or linking to any content which is inconsistent with our rules, principles and/or standards
- Reproduction, duplication, copying or re-selling any part of any JML website except as specifically permitted by these Conditions.

Mobile Access

When accessing JML websites via a mobile device, be aware that your provider may be charging for data use.

We may make access available via applications, which may be withdrawn and whose availability and functionality we do not guarantee.

Infringement of Your Rights

We believe in respecting the rights of all, including rights granted by law and those generally accepted in academia. If you believe your rights have been infringed, please contact us at this address: dragos@cretoiu.ro.

Indemnity for Breach of these Conditions

If you breach these terms we may suffer damage. You promise to indemnify us for every cost, loss or damage we suffer due to your failure to comply with all of our conditions and rules, so that you put us into the position in which we would have been if you had complied in all respects with our rules. This obligation applies to you as author, and not to your

employer. The costs to be indemnified include our internal costs, legal costs and any other costs incurred in connection with our bringing any claim against you.

JML may also cancel any publication of yours and may cancel any initiative (such as research topics) if you breach these conditions.

Amendment of Conditions

These Conditions, and other conditions and rules of JML, will be amended from time to time. Amendments will be communicated in the manner(s) appearing most appropriate to JML. Amendments take effect upon that communication being made available to you, whether or not you actually log in to receive the information.

DISCLAIMER OF WARRANTIES

YOUR USE OF JML WEBSITE OR ANY WEBSITE TO WHICH THEY ARE LINKED IS AT YOUR SOLE RISK. JML WEBSITE AND THEIR CONTENT ARE PROVIDED FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. JML MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO JML WEBSITE, THEIR AVAILABILITY OR THEIR CONTENTS AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT RELATING TO THE FRONTIERS WEBSITES, THEIR CONTENT OR ANY WEBSITE TO WHICH THEY ARE LINKED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JML OR THROUGH OR FROM ANY JML WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE CONDITIONS FOR WEBSITE USE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JML STRONGLY RECOMMENDS THAT YOU INDEPENDENTLY VERIFY ANY INFORMATION UPON WHICH YOU CHOOSE TO RELY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL JML OR ITS LICENSEES, EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL LOSS, DAMAGES FOR LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, CLAIMS OF THIRD PARTIES, OR ANY OTHER LOSS, COST, CLAIM OR EXPENSE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE JML WEBSITE, ITS CONTENT OR ANY WEBSITE TO OR FROM WHICH ANY LINKS MAY BE ESTABLISHED.

Nothing in these Conditions for Website Use shall limit or exclude, or be interpreted as intending to limit or exclude, JML liability for gross negligence (as defined under Romanian law) or for deliberate wrongdoing, or for any other matter for which, under any applicable law, liability can not be limited or excluded.

Deadline for bringing claims

Any claim against JML must be brought within one year of your becoming aware of the existence of that claim.

Failure to enforce rights

No failure to enforce a right shall constitute a waiver of any subsequent breach of a promise not to enforce that right.

No assignment of rights, obligations.

You may not assign any of your rights or obligations in any aspect of your relationship with JML.

Force Majeure

Neither you nor JML are / is liable for failure to fulfil obligations due to circumstances beyond the reasonable control of the affected party, but both you and JML undertake to take all reasonable measures to limit the duration and effect of those circumstances and to find other ways of fulfilling your obligations.

Governing Law and Jurisdiction

Your agreement with JML, including these conditions and all other matters referred to above, is governed exclusively by the laws of Romania. You and JML agree to seek in good faith to resolve any disputes through good-faith discussion, negotiation and mediation before resorting to litigation. Any dispute not so resolved shall be subject to the exclusive jurisdiction of the courts of Cluj-Napoca, Romania. JML does not accept any other jurisdiction unless otherwise explicitly agreed by it in writing. You will consent to any action by us taken to stop or prevent you from bringing an action in breach of this clause, and to indemnify us for our costs in bringing such an action.

These General Conditions for Use of Frontiers websites came into effect on 1st January, 2018.