# Terms of Service

Ronin Institute For Independent Scholarship 2.0 (RIIS 2.0)

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This Affiliation Terms of Service applies to **Affiliates** of the Ronin Institute for Independent Scholarship 2.0 (hereafter referred to as **RIIS 2.0**), a nonprofit organization based in the United States of America.

The Council of RIIS 2.0 ("Council") or a working group designated by the Council (the "Working Group") shall oversee compliance with these Terms. The Council retains sole legal authority to enforce compliance.

### 1. Definitions

- **1.1. "Affiliate"**: An individual who is formally accepted through an application process managed by the Council into RIIS 2.0 as either a "**Fellow"** (dues-paying, voting affiliate) or an "**Associate"** (non-dues-paying, non-voting affiliate).
- 1.2 "**Affiliation**": The status of being an Affiliate.
- **1.3. "Termination of Affiliation"**: An Affiliate's voluntary termination of Affiliation or involuntary termination of Affiliation and removal from RIIS 2.0 by a decision of the Council.
- **1.4.** "Services": Institutional benefits that RIIS 2.0 provides to Affiliates.

### 2. Contract

As an Affiliate, you agree to the terms included in this document.

**2.1. Affiliation.** Your affiliation at RIIS 2.0 is contingent on the process outlined in our Bylaws. Termination of Affiliation may occur as a result of failure to meet dues obligations, eligibility requirements, or engaging in conduct detrimental to the Institute's mission and values. Likewise, you may cancel your Affiliation at any time for any or no reason with no adverse legal consequences, and there will be no refunds of any membership dues already paid.

- **2.2. Relationship of the Parties** Affiliation at RIIS 2.0 does not create employment, direct financial benefits, or a joint venture relationship between you and RIIS 2.0.
- **2.3. Privacy Policy.** Your affiliation in RIIS 2.0 is subject to our <u>Privacy Policy</u>, which covers how we collect, use, share, and store your personal information.
- **2.4 Acknowledgment.** By checking the box labeled "I agree to the Terms of Service" during the application process, you acknowledge that affiliation is a privilege, not a right, and that renewal is not guaranteed.
- **2.5. Changes.** RIIS 2.0 may make changes to the terms, bylaws, policy, procedures, and conditions of affiliation according to processes specified in the <a href="Bylaws">Bylaws</a> and subject to Council approval and membership ratification. Likewise, we may also modify our Privacy Policy. If we make material changes to these terms, we will provide you with notice through standard communication venues like our website and via email. We agree that changes cannot be retroactive. If you object to any changes, you may cancel your Affiliation.

By continuing your Affiliation at RIIS 2.0 after we publish or send a notice about changes, you consent to any updated terms.

**2.6. Governance Disclaimer.** While the Council of RIIS 2.0 endeavors to act with fairness and diligence, decisions made may be subject to human or procedural error. The Institute assumes no legal liability for such omissions or errors but will make reasonable efforts to correct them upon identification.

# 3. Obligations

- **3.1. Affirmation of Eligibility**. By agreeing to these terms, you affirm the following:
- You are 18 years or older.
- You will create only one RIIS 2.0 Affiliation application using your preferred name ("also known as" names) and administrative name; submitting an application with false information is a violation of our terms.
- You have not been denied or removed from Affiliation at RIIS 2.0 in the past.
- You can demonstrate academic achievement and scholarly commitment equivalent to at least one year of study at an accredited university
- **3.2. Online Accounts.** As an Affiliate, you may have an online account created for your use by RIIS 2.0. If such an online account is created, you agree to:

- Use a strong password and keep it confidential.
- Not share an account with anyone else.
- Be responsible for anything that happens through your account unless you close it or report misuse before any incident occurs.
- **3.3. Payment Required for Fellows.** If an Affiliate is joining as a Fellow, membership dues are due annually, and you agree to honor your payment obligations. There may be processing fees and taxes added to membership dues. Other than in special circumstances at the discretion of the Council, once membership dues are paid, there are no refunds, either full or partial, in the event of a Termination of Affiliation..
- **3.4. Notices and Messages.** Affiliates agree to receive general communication with RIIS 2.0, which may include communication through our website, emails, and collaborative workspace.

To ensure that you receive timely communication from RIIS 2.0, you agree to:

- Keep your email address up-to-date in our records.
- Check your email for communications from us at least once a month.
- **3.5. Information Sharing.** Any information that you provide to RIIS 2.0 regarding your Affiliation is expected to be accurate; it is your responsibility to keep it as updated as possible.

It is expected that your RIIS 2.0 profile is truthful. You should not create a false identity at RIIS 2.0, misrepresent your identity, create an Affiliate profile for anyone other than yourself without permission, or use or attempt to use another Affiliate's account without permission.

Your expressed views and opinions do not necessarily reflect the views or positions of RIIS 2.0. RIIS 2.0 may be required by law in certain countries to remove certain information or content on our website or other public-facing platforms. If you are an Affiliate offering services via RIIS 2.0 communication platforms, you represent and warrant that you have all required licenses and will provide services consistent with generally accepted professional standards.

**3.6. Expectations.** RIIS 2.0 is a community of professionals; therefore, you are expected to use RIIS 2.0 Services in a professional manner. As an Affiliate, you agree to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.

You agree to abide by the:

- Belonging Policy
- Code of Conduct

You agree that you have read and acknowledged the:

- Privacy Policy
- Conflict Resolution Policy

You agree that you will not:

- Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, bots, browser plugins, and add-ons, or any other technology) to scrape non-public data available only for Affiliates from the Services (e.g., including but not limited to, posts on RIIS 2.0 workspaces, email contact details, or internal documents only available to Affiliates) without explicit permission from Council;
- Override any security feature, or bypass or circumvent any access controls or use limits of the Service;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);
- Disclose information that you do not have the permission to disclose (such as confidential information of others);
- Intentionally post anything that contains software viruses, worms, or any other harmful code;
- Imply or state that you are affiliated with or endorsed by RIIS 2.0 after the
  Termination of Affiliation. However, if the underlying work for a scholarly activity
  was largely started and carried out while affiliated with RIIS 2.0, the affiliation on
  papers or other research outputs submitted or published after the termination of
  the Affiliation is permitted; and/or
- Violate other institutional policies at RIIS 2.0.

# 4. Rights and Limitations

**4.1. Other Content and Sites**. Your use of others' content and information posted on the RIIS 2.0 website is at your own risk. RIIS 2.0 does not review all of the content provided by our Affiliates or others on our website. Likewise, we do not endorse, supervise, or monitor any services offered by Affiliates or third parties on our website or communication platforms, or any third-party events that may be listed.

RIIS 2.0 may help you register for and/or attend events organized by Affiliates and connect with other Affiliates who are attendees at such events. You agree that RIIS 2.0 is not responsible for the conduct of any attendees at such events.

**4.2. Content and Intellectual Property.** RIIS 2.0 values open scholarship and respects the ownership of work you create. By default, you retain all rights to your own work. Before you submit content (such as a blog post, publication, contributions to shared documents through Working Groups, or software) for inclusion on official RIIS 2.0 platforms, you may be required to grant a non-exclusive, royalty-free license to RIIS 2.0 to use, reproduce, and share the content for scholarly or promotional purposes only. If any such license is required, it will be **clearly stated at the point of submission**. Informal contributions (such as chat messages or discussions) are not subject to any license.

RIIS 2.0 retains rights to materials it creates directly or commissions, including official website content, publications, software, and branding. You agree not to copy, distribute, or modify RIIS 2.0 intellectual property — including its name and logo — for commercial purposes or in a way that implies institutional endorsement without permission.

You may use the RIIS 2.0 name or logo in contexts that reflect your affiliation — for example, on a personal website or business card — as long as it is clear you are acting as an individual Affiliate, not on behalf of the organization.

You also agree to ensure that any content you submit does not violate the law, infringe on the intellectual property or other rights of third parties.

- **4.3. No Warranty.** RIIS 2.0 provides no warranty about the delivery of Services, including assuring that Services will be uninterrupted and error-free; RIIS 2.0 provides Services on an "as is" and "as available" basis.
- **4.4. Exclusion of Liability**. RIIS 2.0 will not be liable for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), loss of data (e.g., downtime or loss, use of, or changes to, your information or content), or any indirect, incidental, consequential, special or punitive damages that may occur during your Affiliation at the RIIS 2.0.

The limitations of liability in this section are part of the basis of the agreement between you (the Affiliate) and RIIS 2.0 and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract, and law) even if RIIS 2.0 has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

**4.5. Disclaimer.** The views and opinions expressed by Affiliates of RIIS 2.0, whether on public platforms, in publications, or in internal discussions, are solely those of the individual and do not necessarily reflect the views, positions, or policies of the Ronin Institute as an organization. RIIS 2.0 reserves the right to moderate, remove, or restrict content that violates community guidelines or applicable law.

### 5. Termination

Upon your Termination, you lose the right to access or use any Services of RIIS 2.0. Outside of these Services, the Terms of Service described in this document shall survive termination.

### 6. Governing Law and Dispute Resolution

**6.1. Enforceability.** If a court with authority over this Terms of Service contract finds any part of it unenforceable, you and RIIS 2.0 agree that the court should modify the terms to achieve its intent. If the court cannot do that, you and RIIS 2.0 agree to ask the court to remove that unenforceable part and enforce the remainder of this contract.

This contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement regarding RIIS 2.0 Services and supersedes all prior agreements for Services.

If RIIS 2.0 does not enforce a breach of this contract, that does not mean that RIIS 2.0 has waived its right to enforce it. You may not assign or transfer this contract (or your Affiliation or use of Services) to anyone without our consent.

**6.2. Binding Arbitration.** In the event of any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the scope or applicability of this agreement to arbitrate, the parties agree to submit the matter to **binding arbitration**.

- Arbitration shall be administered by the American Arbitration Association (AAA) under its Nonprofit Sector Rules, or by a mutually agreed-upon alternative.
- The arbitration shall take place in **California**, unless both parties agree to a remote format or a different venue.
- Each party shall bear its own legal costs and fees, unless the arbitrator determines that one party has acted in bad faith or vexatiously.
- The arbitrator shall have the authority to grant equitable relief or remedies that a court of law could provide, and the award shall be final and binding upon the parties.
- Judgment on the arbitration award may be entered in any court having jurisdiction.

This clause shall survive the termination of Affiliation.

### 7. Contact and Concerns

For general inquiries, you may contact us online via our website. For legal notices or service of process, you may write to us at Ronin Institute for Independent Scholarship 2.0, 2108 N ST STE N Sacramento, CA 95816, USA.

Affiliates may file concerns, which will be addressed in accordance with the organization's Conflict Resolution Policy.

## 8. Council approval

Signed:

Rami Saydjari, Secretary

Ronin Institute for Independent Scholarship 2.0

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#### Document history

- May 3, 2025: First draft created by Rami Saydjari.
- May 15, 2025: Draft revised by Alex Lancaster.
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- June 6, 2025: Draft revised by Jovita De Loatch, Alex Lancaster, Rami Saydjari, Carolyn Sealfon, Herbert J Bernstein (Version 1.0)
- September 3, 2025: Draft revised by Interim Council following pro-bono legal review (Version 1.1)