

HBP MEDICAL INFORMATICS PLATFORM TERMS OF SERVICES

INTRODUCTION

The Terms of Service outline the HBP minimum standards for data sharing, access, authorship, citation, and restrictions of data and apply to all users of HBP Collaboratory data.

Users who register an account with the HBP agree to the Terms of Service. This includes agreement to comply with institutional rules and regulations.

HBP platforms and data are subject to European and national legislation and regulation and conform to the ethical principles of H2020. This means you may need the approval of your IRB or Ethics Committee to use the data. Different national, state and local laws may apply and be interpreted differently, so it is important that you consult with your IRB or Ethics Committee before beginning your research. If needed and upon request, the HBP Collaboratory will provide a certificate stating that you have accepted the NIP Data use Terms and conditions.

DATA ACCESS REQUIREMENTS

Access to all HBP data and services is subject to requirements set forth by these Terms and Service to enable data providers to track usage, evaluate its impact in the Neuroscientists community, and confirm users' acceptance of the terms of acceptable use. These requirements are standardized across the HBP to provide contractual exchange of data among the Contributors (defined below) within the HBP Collaboratory and Data Users (defined below) that can be encoded into electronic form and exchanged between computers. This will allow direct access to data through a common portal once these requirements have been fulfilled. The following registration information is required directly or by proxy prior to the transference of any Data Set:

- A. Name
- B. Affiliation
- C. Institutional Email Address
- D. Acceptance of the below General Data Use Agreement
- E. A Statement of Intended Use that is compliant with the Approved use defined below. Such statements may be submitted explicitly or made implicitly via the data access portal interface.

GENERAL TERMS OF SERVICE

IMPORTANT: PLEASE READ CAREFULLY. Use of the Data Set (defined below) is subject to the Terms of Service set forth below. By clicking this box, the Data User (defined below) agrees to be bound by these Terms and Conditions and enters into a legally binding Agreement with the Data Set Creator ("Agreement"). Users refusing to agree to the terms provided herein are not authorized to use the Data Set.

DEFINITIONS

- **Data Set.** Digital data, either raw or derived, and its metadata provided through the data access portal interface, or through other media, including data and metadata derived from HBP monitoring protocols, field observations, collections, laboratory analysis, camera trap images, all written, recorded, graphic, audio, visual, and other materials in any media, whether or not subject to copyright protection, or the post-processing of existing data and identified by a unique identifier issued by the HBP. All Data Sets provided by contributors (below v.) should have been produced following EC ethical regulation. The HBP will not be held responsible for the data provenance.
- **Third Party Data Set.** Digital data and its metadata provided through the data access portal interface, or through other media, not derived from HBP monitoring protocols, but provided by third party Data Set Creators.
- **Data Set Identifier.** A unique identifier created by the information system to be included with a Data Set for the purpose of tracking and ongoing identification.
- **Data User.** Individual to whom access to this Data Set may be granted, subject to acceptance of these Terms and Conditions by such individual and his or her immediate collaboration sphere, defined here as the

institutions, partners, students and staff with whom such individual collaborates and to whom access must be granted in order to fulfill the such individual's intended use of the Data Set.

- Contributor. Individual or institution that produced the Data Set. The data will be accessible to the whole community. Therefore, experimental data are not permitted. Moreover, no personal information related to patients or de-anonymized data are accepted.
- Data Set Contact. Party designated in the accompanying metadata of the Data Set as the primary contact for the Data Set.

SPECIFIC PURPOSE

Use of the Data Set is restricted to academic, research, educational, government or other charitable or humanitarian purposes that are not-for-profit. The Data User is permitted to produce and distribute derived works from this Data Set provided that those derivatives are released under the same license terms as those accompanying this Data Set. Any other uses for the Data Set or its derived products will require explicit permission from the Contributor.

REDISTRIBUTION

The Data Set is provided for use by the Data User. The metadata and these terms of service must accompany all copies made and be available to all users of this Data Set. The Data User will not redistribute the original Data Set for purposes other than those permitted (Approved use).

ATTRIBUTION

The Data Set has been licensed in the spirit of open scientific collaboration. The Data User agrees to offer clear and prominent attribution to the Contributor if such attribution is requested by the Contributor.

CITATION

The Data User agrees to properly cite the Data Set, including the Data Set Identifier, in any publications or in the metadata of any derived data products that are produced using the Data Set. Citation shall take the following general form: Creator, Year of Data Publication, Title of Data Set, Data Set Identifier.

Where a data paper is available, then this should be cited.

Where a DOI is available, this DOI should be cited.

ACKNOWLEDGEMENTS

The Data User agrees to include the following acknowledgment in any publications where the Data Set contributed significantly to its content:

"Data in this publication were provided by the HBP. The HBP has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 650003."

Individual data providers may have their own policies concerning the acknowledgements of their data.

In addition, the Data User agrees to include any additional acknowledgment of institutional support or specific funding awards provided in the metadata accompanying this Data Set, including those requested by the Contributor, in any publications where the Data Set contributes significantly to its content.

LICENCES

Data sets and third party data sets will be subject to licencing. Users must adhere to these licenses.

PRIVACY

Collection of data from users is covered by the HBP privacy policy on <https://forum.humanbrainproject.eu/privacy>.

TERMINATION

By accepting this Data Set, the Data User agrees to abide by the terms of this Agreement. The Contributor and its hosting institution are held responsible for any non compliance to the Data Set (above section a i.) provenance. Moreover, The Contributor and the HBP shall have the right to terminate this Agreement immediately by written notice upon the Data User's breach of, or non-compliance with, any of its terms. The Data User may be held responsible for any misuse that is caused or encouraged by the Data User's failure to abide by the terms of this Agreement. Consequences from failure to abide by these terms of service may include legal proceedings.

DISCLAIMER / LIMITS

THE INFORMATION FROM OR THROUGH THE SITE IS PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. HBP AFFILIATED PARTIES AND WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, HBP AND ITS AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE DATA USER AND THE HBP. THIS SITE AND THE PRODUCTS, SERVICES, AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE HBP THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. THE HBP DOES NOT PROVIDE LEGAL ADVICE NOR ENTER INTO ANY ATTORNEY-CLIENT RELATIONSHIP.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE FORM OR DOCUMENT IS DISCLAIMED. THE HBP WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE THE DATA USER PAY FOR ANY GOODS, SERVICES OR INFORMATION.

INDEMNIFICATION

The Data User agrees to indemnify, defend and hold the HBP and its partners, attorneys, staff, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to the data user's violation of this Agreement or use of the Site.

MEDICAL DISCLAIMER

Materials on this Site have not been reviewed or approved by the European Medical Agency nor by the Food and Drug Administration.

All materials on this Site are provided for informational and review purposes. The HBP provides a resource that may be used for non-clinical research only. In no event shall data be used in the provision of patient care. The HBP Medical Informatics Platform is not intended to and does not in any way substitute for professional medical advice.

The materials should not be relied upon for medical diagnosis or treatment, nor should you disregard the advice of your physical or other health care provider or delay seeking such advice due to anything you have read on or accessed through the Website. HBP assumes no responsibility for any injury and/or damage to person(s) or property as a matter of products and/or services liability, negligence or otherwise. Or from any use or operation of any methods, products, service, instruction or ideas contained in the material provided by the Site.

COPYRIGHT

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The materials and services on this website are for personal non-commercial and

non-clinical use. The copying, redistribution, use or publication by you of any such matters or any part of the Site is strictly prohibited.

Products and names mentioned on the Site may be trademarks of their respective owners. The HBP respects the intellectual property of others, and asks Data Users to do the same. If Data Users believe that their work has been copied in a way that constitutes copyright infringement, they should provide our Copyright Agent a self-certification stating that they are authorized to act on the copyright owner's behalf, by directing an e-mail at: platform@humanbrainproject.eu

ARBITRATION

It is the policy of the HBP to make every reasonable effort to resolve all issues or disputes that may arise under this Agreement fairly by negotiation without litigation, if practicable. Any dispute arising out of or relating to this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time the dispute arises. Any disputes that cannot be resolved by negotiation shall be subject to arbitration using a single arbitrator. The arbitration shall take place in Geneva, in English, and the results of such arbitration shall be final, non-appealable, binding on each party, and enforceable in any court of competent jurisdiction. The terms and conditions of this Agreement shall be construed in accordance with the laws of Belgium, Brussels, without regard to any conflicts of laws principles.

SEVERABILITY

Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

WAIVER

HBP may specifically and expressly waive any breach of this Agreement by Data User, but no such waiver shall constitute a continuing waiver of similar or other breaches. HBP's consent or approval of any act by Data User shall not be deemed to render unnecessary the consent to or approval of any subsequent act by Data User.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to its subject matter hereunder, is intended as a complete and exclusive statement of the terms of their agreement, and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereunder.

ACKNOWLEDGEMENT / ACCEPTANCE OF THE AGREEMENT

The Data User agrees to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the HBP's site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. The HBP may amend this Agreement at any time without specific notice to the Data User. The latest Agreement will be posted on the Site, and the Data User should review this Agreement prior to using the Site.