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EMBL-EBI terms of use

Last revised: 5th February 2024

General

- 1. EMBL's European Bioinformatics Institute (EMBL-EBI) promotes open science through its mission to provide freely available Data Resources and Tools (which includes online services, databases and software) to the largest possible community. Where EMBL-EBI presents scientific data generated by others, EMBL-EBI imposes no additional restriction on the use of the contributed data than those provided by the data owner, unless otherwise specified in these Terms of Use.
- 2. EMBL-EBI expects attribution (e.g. in publications, services or products) for the use of any of its Data Resources and Tools in accordance with good scientific practice. The expected attribution will be indicated on the relevant web page of the resource.
- 3. Any feedback provided to EMBL-EBI on its Data Resources and Tools shall be considered as non-confidential.
- 4. All scientific data will be made available by a time and release mechanism consistent with the data type (e.g. human data where access needs to be reviewed by a Data Access Committee, pre-publication embargoed for a specific time period).
- 5. EMBL-EBI processes personal data according to its internal policy, which safeguards data for individuals. EMBL-EBI also reserves the right to collect data through cookies and registration. Personal data will be disclosed only in accordance with the applicable privacy notice for the relevant data resource or tool (see also Privacy section below).

- 6. EMBL-EBI may make information about the total usage of particular Data Resources and Tools, or data available, to the public and third party organisations who supply or fund the Data Resources and Tools without details of any individual's use. Such information is in the form of aggregated statistics and does not identify any individual.
- 7. While EMBL-EBI will retain its commitment to Open Science, EMBL-EBI reserves the right to update these Terms of Use at any time. When alterations are inevitable, EMBL-EBI will attempt to give reasonable notice of any changes by placing a notice on its website, but users may wish to check each time they use the website. The date of the most recent revision will appear on this, the 'EMBL-EBI Terms of Use' page. If the user does not agree to these changes, please do not continue to use EMBL-EBI Data Resources and Tools. EMBL-EBI will also make available on request an archived copy of the previous Terms of Use for comparison.
- 8. EMBL-EBI shall not be liable to the user or third parties claiming rights through the user for any losses or damages.
- 9. For some Data Resources and Tools, additional specific terms and conditions and/or license agreements may apply, which in case of any conflict of inconsistency, will prevail over these Terms of Use.
- 10. Any questions or comments concerning these Terms of Use can be addressed to:

Head of EMBL-EBI Administration and Operations EMBL's European Bioinformatics Institute (EMBL-EBI) Wellcome Genome Campus Hinxton CB10 1SD

Data Resources and Tools

- 1. Users of EMBL-EBI Data Resources and Tools agree not to attempt to use any EMBL-EBI computers, files or networks apart from through the service interfaces provided.
- 2. EMBL-EBI will make all reasonable effort to maintain continuity of these Data Resources and Tools and provide adequate warning of any changes, discontinuities and possible discontinuance. However, EMBL-EBI accepts no responsibility for the consequences of any temporary or permanent discontinuity in service.

- 3. The user is exclusively responsible for their use of content accessible from Data Resources and Tools. Hosting and providing access to the content does not imply any endorsement by EMBL-EBI.
- 4. Any attempt to use EMBL-EBI Data Resources and Tools to a level that prevents, or is likely to prevent, EMBL-EBI providing services to others, will result in the user being blocked. EMBL-EBI will attempt to contact the user to discuss their needs and how (and if) these can be met from other sources.
- 5. If the user posts or sends offensive, unlawful, inappropriate or objectionable content anywhere on or to our websites or otherwise engages in any disruptive behaviour on any of our services, EMBL-EBI may use personal information from its security logs to stop such behaviour. Where EMBL-EBI reasonably believes that the user is or may be in breach of any applicable laws, EMBL-EBI may use personal information to inform relevant third parties about the content and the user's behaviour.
- 6. Software that can be run from the EMBL-EBI web pages may be used by any individual for any purpose unless specific exceptions are stated on the web page or specified in these Terms of Use. Any software from EMBL-EBI made available for download through our web pages (either directly or from third party repositories) will have its own individual license agreement.
- 7. EMBL-EBI has implemented appropriate technical and organisational measures to ensure a level of security which we deem appropriate, taking into account the categories of data we collect and the way we process it.
- 8. EMBL-EBI does not accept responsibility for the consequences of any breach of the confidentiality or security of the EMBL-EBI site by third parties.
- 9. EMBL-EBI does not guarantee the accuracy of any provided data or Data Resources and Tools nor the suitability of these for any purpose. The Data, Resources and Tools are provided by EMBL-EBI 'AS IS' without warranties of any kind.
- 10. EMBL-EBI retains the right, at its sole discretion, without prior notice and without assuming any liability, (i) to rectify, delete, or restrict access to, content that it judges to be inappropriate, unlawful, infringing third party rights or inadequately protected, and (ii) to limit or revoke user access if it determines that access to EMBL-EBI's Data Resources and Tools hinders its operations or breaches these Terms of Use and/or would be incompatible with relevant legal frameworks for example those related to privacy and intellectual property rights, export controls and sanctions.

11. The user is exclusively responsible for any material or content uploaded to EMBL-EBI's Data Resources and Tools. The user responsible for the uploading of any content shall ensure: (i) that they have all required licences, authorisations, permissions and consents for open access dissemination, where the content is uploaded in an open access resource; (ii) that they have all required licences, authorisations, permissions and consents for dissemination, where the content is uploaded in a controlled access resource and have an appropriate mechanism in place to approve such controlled access, where under the specific terms of the resource, it's the user's responsibility to grant such access, (iii) that the content does not infringe any third-party rights and (iv) that the content complies with all laws and regulations applicable to the user, including, without limitation, those related to privacy, intellectual property rights, export controls and sanctions.

Data

- 1. The Data Resources and Tools hosted by EMBL-EBI are generated in part from data contributed by the community who remain the data owners.
- 2. When the user contributes scientific data to a database through EMBL-EBI website or other submission tools this information will be released at a time and in a manner consistent with the scientific data and EMBL-EBI may store it permanently.
- 3. EMBL-EBI itself places no additional restrictions on the use or redistribution of the data available via its Data Resources and Tools other than those provided by the original data owners, unless otherwise specified in these Terms of Use.
- 4. The original data may be subject to rights claimed by third parties, including but not limited to, patent, copyright, other intellectual property rights, biodiversity-related access and benefit-sharing rights. For the specific case of the EGA database and human data consented for biomedical research, these rights may be formalised in Data Access Agreements. It is the responsibility of users of EMBL-EBI Data Resources and Tools to ensure that their exploitation of the data does not infringe any of the rights of such third parties.

Privacy

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- 2. More details of the personal data we collect from users when the website is browsed and how EMBL processes this personal data are detailed in our our Privacy notice.
- 3. EMBL-EBI's websites use cookies to record information about user online preferences that allow EMBL-EBI to personalise users' experience of the website. Users can control the use of cookies from the web browser, but if the user chooses not to accept cookies from EMBL-EBI's websites, they will not be able to take full advantage of all of the website's features. For information on how to manage cookies in different web browsers and a full list of EMBL-EBI and 3rd party cookies see our cookies page.

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We help scientists exploit complex information to make discoveries that benefit humankind.

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