TERMS AND CONDITIONS

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Introduction
Please read these Terms and Conditions ("Terms and Conditions") carefully before using the https://pippi-data.kemi.dtu.dk/ website and associated database (together denoted as “PIPPI-database” or “PIPPI-data”) as operated by The University of Copenhagen (UCPH) and The Technical University of Denmark (DTU).
Your access to and use of the PIPPI-database is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms apply to all visitors, users and others who access or use the PIPPI-database. By accessing or using the PIPPI-database you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the PIPPI-database or data contained therein.

Article 1 - Definitions
In the Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

- **Data** – information regarding scientific research in (Bio-) Pharmaceutical Science and/or Protein science contained in the PIPPI-database. The Data includes the Data File, information regarding the Entry and the Data File, and the way it is represented in the PIPPI-database.
  - **Entry** – a collection of information that is created or altered when submitting Data for entry into, modification of, or removal from the PIPPI-database. This included all Data Files and all accompanying information included in the Entry.

- **Data File** – a computer file that stores data to be used by a computer application or system, including input and output data.

- **Query** – requesting information from the PIPPI-database, predominantly an Entry or Data File(s).

- **Access** – Entry and Query of the PIPPI-database, including the access of Data Files.

- **PIPPI-database** – the publicly available collection of (Bio-) Pharmaceutical data and protein data included in the database as represented by, and together with, the associated website.

- **Registrant** – a natural person or legal entity to whom a validated User Account is granted.

- **Contributor** – a holder of a Registrant account, who is allowed and/or has contributed Data, by Entry, to the database.

- **Curator** – a natural person or legal entity who/which has administrative access to the PIPPI-database, with the aim of maintenance and correction, taking the role of Admin.

- **User** – anyone who Accesses the PIPPI-database. This includes Registrants and Contributors.

- **User Account** – A Users submitted information including Identifier, which is used to apply as a Registrant or Contributor. This holds both before and after validation and the User Account may contain Contact Details, which can be subject to changes.
• Contact Details - all details relating to name, postal address, phone, fax, e-mail or any other form of electronic communication that is used by a natural person or a legal entity.

• Identifier – Part of the User Account that signifies a unique user, as stored in the PIPPI-database login database.

• Publicly Available Information – any information or Data that is available, or will be made available, to the general public. As such the Publicly available information may be used for academic, non-commercial and commercial use and is not subject to further licensing. This includes published data.

These terms are subject to change and interpretability at our discretion.

Article 2 – General Use
1. Access to the PIPPI-database is available to Registrants provided these Terms and Conditions are followed.

2. Creating a User Account does not imply automatic validation, or grants automatic rights of Access to the PIPPI-database.

3. Users may only Access the PIPPI-database and the Data contained therein to the extent permitted by these Terms and Conditions. A User who Accesses the PIPPI-database agrees to these Terms and Conditions.

4. Only Contributors and the PIPPI-database Curators have the authority to add Entries to the PIPPI-database. To add Entries to the PIPPI-database, a Registrant has to take on the role of a Contributor or authorize a third party to act as Contributor on his, her or its behalf.

5. A User Account holder who accepts a Registration the PIPPI-database, must accept these Terms and Conditions before assuming a Registrant’s authority to Access the PIPPI-database, even if that authority is then delegated to a Contributor.

6. A Registrant who is not a Contributor must accept these Terms and Conditions before accepting the delegated authority from a Contributor to add, remove, or modify Entries to the PIPPI-database, as a shared-Contributor to an Entry.

7. Registrants and Maintainers will assist the PIPPI-database with security checks and audits as appropriate.

Article 3 - Purpose of the PIPPI-database
The PIPPI-database contains information for the following purpose:

1. Assisting scientific research in protein science.

Article 4 - Use of the PIPPI-database
1. A Registrant or Contributor may only Access the PIPPI-database and the Data contained therein for any of the purposes as mentioned in Article 3 hereof and provided these Terms and Conditions are followed. The PIPPI-database is not responsible for any use of Data retrieved, directly or indirectly.
2. A Registrant shall take care to acknowledge the source and authors of Entries and Data where applicable, when making use of any part of the data retrieved from the PIPPI-database. For example, when publishing scientific finding based on (part of) an Entry.

3. A Contributor may only add or modify Entries to the PIPPI-database with Data that follows all of the following criteria:

   - Data, pertaining to the purposes as mentioned in Article 3, as experimentally obtained, scientifically deducted from experimentally obtained data, or scientifically deducted by and on itself. This includes protein sequence data and data obtained from theoretical models of this sequence data or of experimental data.
   - Data in ownership of the Registrant or Contributor, who is creating or modifying the Entry. Or Data with the explicit consent of the Data’s owner.
   - Without the intention to skew, discredit, mislead or otherwise impede Users who access this Entry, Data File, or other Entries and Data Files in the PIPPI-database.
   - Without the intent for deceit, duplicity, fraud, or deception. Including purposeful errors within the Entry and Data Files.
   - Without the aim of monetary gain from any Users Access to the Entry and Data Files.
   - Accompanying Data Files and Entry information do not contain Malicious code. Malicious code is any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system.

4. The Contributor accepts that the added or modified Entry and Data Files are, or will become, Publicly Available Information through inclusion in the PIPPI database, and as such the Data and Entry will be available for non-commercial and commercial purposes. The data is not subject to overriding licensing agreements.

5. A Contributor may remove his, her or it’s Entries from the PIPPI-database within a reasonable period after the Entries initial creation.

6. Registrants are allowed to conduct database Queries.

7. The PIPPI-database records details about all Queries, Entry and updates for purposes including detecting and preventing unacceptable use.

8. Users may not use the PIPPI-database or the Data contained therein for advertising, direct marketing, marketing research or similar purposes.

9. A User may not re-package, download, compile, re-distribute or re-use any or all of the PIPPI-database or the Data contained therein unless he does so only with an insubstantial part of the PIPPI-database or the Data contained therein or when permission to do so is granted by the PIPPI-database, its Curators and where appropriate relevant Contributors.

10. A Curator can authenticate Entries using the Contributor’s Identifier, Contact Details, or personal or organization’s Identifier, of a type supported by the PIPPI-database authentication scheme.

11. The PIPPI-database will assume that any action done, or asked for, using a Identifier was carried out, or asked for, by the Contributor who holds that Identifier.
12. The PIPPI-database may at its sole discretion implement procedures for dealing with lost, cancelled or insecure identifiers.

Article 5 - Control of the PIPPI-database
1. The PIPPI-database and its Curators may modify or delete PIPPI-database Entries and Data Files:
   - according to PIPPI-database policies
   - to comply with applicable law
   - if so ordered by any competent court
   - to fulfil any legal obligation
   - when a breach of the Terms and Conditions has occurred
   - for management operations of the PIPPI-database
   - if any Data or Entry is inaccurate
   - if any data is entered or altered by someone who is not authorized to do so
2. The PIPPI-database may withdraw the service provided hereunder from a User at any time and is entitled, in its sole discretion, to terminate or slow down a User's Access to the PIPPI-database for any reason, particularly a failure to adhere to the Terms and Conditions.
3. The PIPPI-database may suspend Access to the PIPPI-database, or part thereof, for maintenance purposes, upgrades, security fixes and deployment of new services subject to notification of the PIPPI-database community.
4. The PIPPI-database may, in accordance with the Removal of Personal Data procedure, remove the personal data of an individual upon request by this individual.

Article 6 - Responsibilities
1. The Contributor is responsible for keeping all his, her or its data Entries accurate and up-to-date, including correct Contact Details. The provided Contact Details must be good enough to allow the PIPPI-database to contact the Contributor or Registrant within a reasonable time without having to get information from another source.
2. The Contributor who enters personal data into the PIPPI-database has a responsibility to inform the individual to whom the data pertains and to obtain his/her explicit consent for the Entry in the public PIPPI-database if required by law.

Article 7 - Liability
1. Use of the PIPPI-database and the Data contained therein is at the User's own risk.
2. The PIPPI-database does not guarantee the accuracy, or completeness, or availability, or continued availability of the PIPPI-database or of the Data contained therein. The Data is provided "AS IS", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Data or the use or other dealings in the Data.
3. With the exception of any wilful damage or gross negligence committed by the PIPPI-database or its managerial staff, neither the PIPPI-database nor any of its officers, Curators, or other
representatives who make the PIPPI-database available or provide any other service whatsoever to the User, shall be liable to the User or to any third party, including any governmental agency, for any claims, losses, damages, liabilities or expenses whatsoever relating directly or indirectly to the use of the PIPPI-database, and the User agrees to hold harmless, indemnify and defend the PIPPI-database, its officers, Curators or other representatives for any such claims, losses, damages, liabilities or expenses, and all costs and expenses that may be incurred in relation to the use of the PIPPI-database, including reasonable attorneys' fees.

4. All rights of legal action and other entitlements on the part of the User towards the PIPPI-database in connection with the (use of) the PIPPI-database shall lapse as soon as a one year term has expired since the date on which the User has become aware of or could in all fairness have been aware of the existence of such rights and entitlements.

Article 8 - Miscellaneous
1. If any provision in these Terms and Conditions is held to be invalid in a court of law, this shall not in any way affect the validity of the remaining provisions.

2. The User acknowledges and accepts that the Terms and Conditions may be amended by the PIPPI-database.

Article 9 - Intellectual property rights
1. The User acknowledges that any and all copyright, trademarks, database rights and other intellectual property rights subsisting in or used in connection with the PIPPI-database itself, the Data contained therein, the underlying software and any accompanying documents and agreements are and shall remain the property of the PIPPI-database, and, where applicable, the Contributors.

2. All information contained in the Entries and associated Data Files are Publicly Available Information. As such, they can be used for scientific, academic, commercial and non-commercial purposes as mentioned in Article 3 hereof.

3. Except as provided herein, the PIPPI-database, the Data contained therein and any accompanying documents and agreements may not be used, reproduced or made available to third parties without prior authorisation from the PIPPI-database.

4. Reproduction of information from the database is permitted provided the source is acknowledged.

Article 10 - Governing law
These Terms and Conditions shall be exclusively governed by the laws of Denmark. The competent court in Copenhagen shall have exclusive jurisdiction with regard to disputes arising from these Terms and Conditions.