



Terms of use for the Classical swine fever virus database of the Institute of Virology, University of Veterinary Medicine Hannover, Foundation (TiHo)

Effective: 1st March 2024

The Institute of Virology, University of Veterinary Medicine, Foundation maintains a database for Classical swine fever (CSF) virus collection together with the associated data including genotype, origin, isolation year and the available gene sequences. The focus lies on the characterization of new viruses collected from CSF outbreaks or from infections with other pestiviruses in the European Union and other countries to make the viral genome sequences available for phylogenetic analysis. The database is subject to continual improvement and enlargement.

1. Access to the databases.

TiHo hosts the database. Registration and use of the database is governed by this agreement. By accessing and using the database, the user accepts and agrees the terms of this agreement. The registration of the user is carried out via a password previously assigned by TiHo. The access to the database is primarily given to the National Reference Laboratories for Classical swine fever. Other qualified laboratories and institutes can receive admission to the databases upon request. There is no entitlement to access the database and the data it contains.

2. Permitted Use of the Database and Data.

TiHo is owner of the database. Permitted is the use for purposes for genetic typing and generation of country-specific CSF maps. Both modules (Genetic Typing Modul and the CSF Map Modul) are a service primarily for diagnostic purposes. After agreement with TiHo the data of the analysis can also be used for research purpose. Verification of generated data is in the responsibility of the user.

The use of the database is non-exclusive, royalty-free, non-transferable, revocable and only with accordance with this agreement. After acceptance of these terms, the user has the right to use, store, reproduce, download, copy or otherwise use the data submitted. The user is not allowed to use the data for any other purpose and/or in any other manner than as expressly provided herein. The data shall not be used in a manner that falsifies or misrepresents their content.

3. **Distribution of Data.**

You agree not to sell or distribute data to any third party without permission by TiHo. The data shall not be used for or in conjunction for commercial purposes. If TiHo becomes aware that the use of the databases is inappropriate, it is authorized to block the access.

4. **Acknowledgement, co-authorship**

You may use the data obtained from your analyses to publish as author or co-author. Any articles, reports or other publications shall acknowledge the source of the data. Furthermore, you agree to make best efforts to collaborate with the laboratory contributing the data used and involve them in such analyses and further research.

5. **Representations, Warranties, Disclaimer**

Database and data are provided “as is” and without any warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. All conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6. **Liability**

TiHo shall not be liable for any damages to the user or consequential losses or expenses resulting from the use of the database and data. This limitation does not apply in cases of intent or in cases of damages to life, limb and health. To the extent allowable under applicable law, you agree to hold harmless TiHo from all direct damages, expenses (including reasonable attorney’s fees), claim, demands, suits, whatsoever directly arising from your use of the database and data, except to the extent such events are the result of TiHo’s gross negligence or wilful misconduct

You shall be liable for any damages to TiHo or consequential losses or expenses incurred by TiHo resulting from the wilful or negligence misconduct of the database and data.

7. **Privacy**

TiHo process user’s personal data for registration and participation in the database. The institute of Virology assigns a password that the user cannot change. User’s data will be stored on a TiHo server that can only be accessed by TiHo employees who have been specially obliged to comply with the General Data Protection Regulation (GDPR). The legal basis for processing is Art. 6 para. 1 sentence 1 lit. b GDPR. Personal data will be stored until the user no longer wish to participate in the database. Personal data will then be deleted in accordance with data protection regulations. Should further personal data be processed, TiHo will ask for user’s consent, Art. 6 para. 1 sentence 1 lit. a GDPR. User's data can be used

for teaching, research, presentation and publication purposes. Any information relating to an identified or identifiable natural person will be anonymised afore, Art. 6 I lit. e in conjunction with 89 GDPR, § 3 I 1 No. 1 NHG, § 13 NDSG. The data subject's rights are regulated in Art. 12 ff. GDPR.

8. **Applicable Law and Venue**

Applicable law is the law of Germany. Place of jurisdiction is Hannover

9. **Miscellaneous**

You may not assign or transfer any rights under these Terms of use without TiHo's prior written consent.

If any provisions of these Terms of use are invalid or unenforceable under applicable law, it shall not affect the validity ore enforceability of the remaining terms.