

## PanelApp Terms of Use

December 2019

**Please read these Terms of Use carefully** as they contain important information about your legal rights, remedies and obligations. By accessing or using PanelApp (<https://panelapp.genomicsengland.co.uk>) and/or the associated API (<https://panelapp.genomicsengland.co.uk/api/docs/>), you agree to comply with and be bound by these Terms of Use, as applicable to you. If you do not agree to these terms, you must not use PanelApp.

**If you are registering as a Reviewer then please note that, in addition to the terms below, you are also required to agree to the terms in “Annex A – Reviewers”.**

The Terms of Use are a legal agreement between you (“**you**” or “**your**”) and Genomics England Limited (“**GEL**”, “**us**”, “**our**”, or “**we**”) and set out the terms and conditions that apply to your use of PanelApp.

### 1. How you may use the PanelApp material

- 1.1 You agree not to use PanelApp for any commercial purposes (including any commercial research), or for diagnostic use, medical decision-making or providing a healthcare service (whether or not carried out on a commercial basis), unless you have entered into a separate agreement with GEL for such use of PanelApp. If you have entered into a separate agreement, then you are only permitted to use PanelApp for the purposes which are expressly permitted in that separate agreement. To the extent of any conflict between these Terms of Use and that separate agreement, the provisions of the agreement shall prevail.
- 1.2 Subject to Sections 1.1, 7.3 and 7.4, you may download extracts, of any page(s) from PanelApp and you may draw the attention of others to content posted on PanelApp.
- 1.3 You must not use PanelApp in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously.
- 1.4 Our status (and that of any identified contributors) as the authors of PanelApp and any content on it must always be acknowledged. The full list of third party organisations and how to acknowledge them can be found in our [Acknowledgements](#) page.
- 1.5 If you use, copy or download any part of PanelApp in breach of these Terms of Use, your right to use PanelApp will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 2. Do not rely on the information on PanelApp

- 2.1 The content on PanelApp is provided by GEL “as is” and in good faith, and for the benefit of the research community. The original gene lists have been supplied through commercial and academic providers, but have not in all cases been separately verified by GEL. Equally, Reviewers adding content and comments through PanelApp do so under their own responsibility and without verification or approval by GEL. It is not intended to amount to advice, including any form of medical or diagnostic advice, on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on PanelApp.
- 2.2 The views expressed by other users on PanelApp do not represent our views.

### 3. Responsibility for website links

- 3.1 Where PanelApp contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control

over the contents of those sites or resources. In no event shall GEL be liable for your use of any external sites and your use of such sites may be subject to additional terms and conditions.

#### **4. PanelApp Outputs and Intellectual Property Rights**

4.1 The PanelApp platform has been developed by GEL – please see our [Acknowledgements](#) page. The materials in PanelApp comprise of content that has been created by GEL and content that has been curated by GEL from materials created by third parties which: (i) have been made available to the public on an open access basis; and/or (ii) have been licensed to GEL, including by disease experts and PanelApp Reviewers. All intellectual property rights (including without limitation, all copyright and database rights) in the PanelApp platform and content are owned by or licensed to GEL. All such rights are reserved.

4.2 You shall not sell, license, assign, or commercialise any discoveries, inventions, results, data, analyses, interpretation, algorithms, papers, publications, documents, diagrams, images, files, databases, software and other items created or developed in the course of your use of PanelApp (“**PanelApp Outputs**”) or any intellectual property rights in PanelApp and its content without the prior written consent of GEL. The restrictions in this Section 4.2 shall not apply to any content which you have uploaded or posted to PanelApp as a Reviewer in accordance with Section 2 of Annex A to these Terms of Use.

#### **5. Sublicence Provisions**

5.1 Some PanelApp IPRs have been licensed to GEL by third party organisations. Under the terms of these licences we may grant a sublicence to you to use PanelApp in accordance with these Terms of Use, but any grant of such a sublicence is subject to you agreeing to and complying with the terms in Section 6 (OMIM) and Section 7 (Orphanet).

#### **6. OMIM**

6.1 Some of the data in PanelApp is taken from the [Online Mendelian Inheritance in Man](#) (“**OMIM**”) database and is provided pursuant to a non-exclusive licence agreement between GEL and Johns Hopkins University (“**JHU**”).

6.2 You agree that OMIM data within PanelApp is provided “as is” and that JHU makes no representation or warranty with respect to the performance of the OMIM data or the OMIM database, including its accuracy or commercial viability. JHU makes no representations that it will provide updates or in any way support the OMIM database. JHU disclaims all warranties with regard to the OMIM data and OMIM database, including, but not limited to, all warranties, express or implied, or merchantability and fitness for any particular purpose. JHU does not warrant that the OMIM data or OMIM database may be used, copied, or redistributed without infringing the copyrights, patent rights or property rights of third parties.

6.3 You shall defend and hold JHU, The Johns Hopkins Health Systems, their present and former trustees, officers, authors of the OMIM data and the OMIM database, agents, faculty, employees and students (“**JHU Parties**”) harmless as against any judgments, fees, expenses, or other costs arising from or incidental to any lawsuit, claim, demand or other action brought against JHU Parties as a consequence of your use of the OMIM data or OMIM database, or such use by other third parties that may otherwise gain access to the OMIM Data or OMIM Database through you. Your obligation to defend and indemnify as set out in this Section shall survive indefinitely.

6.4 You agree and acknowledge that upon termination of the licence between GEL and JHU, GEL shall remove the OMIM data from PanelApp and your right to access and use the OMIM data pursuant to these Terms of Use shall terminate.

6.5 All PanelApp Outputs incorporating OMIM data must follow the terms of this Section 6.

#### **7. Orphanet**

- 7.1 Some of the data in PanelApp originates from the [Orphanet](#) database and is provided pursuant to its [terms of use](#).
- 7.2 The Institut national de la santé et de la recherche médicale (“**Inserm**”) holds all intellectual property rights concerning the structure of the Orphanet database, the format of the Orphanet website, the Orphanet logo and copyright, as well as the data and information on the Orphanet website.
- 7.3 No element or part of the Orphanet website (including, but not limited to, the Orphanet database and the information contained within) can be copied, translated, reproduced, exploited, published, electronically stocked or redistributed for commercial use without prior written consent from Inserm.
- 7.4 You may copy and distribute Orphanet data, as long as you neither modify nor sell the data. You must provide the terms of the intellectual property rights shown in the Orphanet terms of use.
- 7.5 All PanelApp Outputs incorporating Orphanet data must follow the Orphanet terms of use.

## **8. Our responsibility for damage or loss suffered by you**

- 8.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, whether express or implied, that may apply to PanelApp or any content on it.
- 8.3 PanelApp is provided free of charge. Subject to Section 8.1, GEL will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, whether indirect, consequential or direct (even if foreseeable) including in each case any loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage, howsoever arising, including but not limited to:
- (i) use of, or inability to use, PanelApp; or
  - (ii) use of or reliance on any content displayed on PanelApp.

## **9. How we may use your personal information**

- 9.1 We will only use your personal information as set out in our privacy policy(<https://www.genomicsengland.co.uk/privacy-policy/>).

## **10. Suspending / withdrawing PanelApp**

- 10.1 We do not guarantee that PanelApp, or any content on it, will always be available, be uninterrupted or error free. We may suspend or withdraw or restrict the availability of all or any part of PanelApp for business and operational reasons, with or without notice.

## **11. We are not responsible for viruses and you must not introduce them**

- 11.1 We do not guarantee that PanelApp will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and platform to access PanelApp. You should use your own virus protection software.
- 11.3 You must not misuse PanelApp by knowingly, recklessly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You

must not attempt to gain unauthorised access to PanelApp, the server on which PanelApp is stored or any server, computer or database connected to PanelApp. You must not attack PanelApp via a denial-of-service attack or a distributed denial-of service attack.

## **12. Linking to PanelApp**

- 12.1 You may link to any page on the PanelApp website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site.

## **13. PanelApp software**

- 13.1 If you wish to use the software that powers PanelApp, you can access the source code for the software at <https://github.com/genomicsengland/panelapp> which also includes information about, and the terms on which you may use, the software.

## **14. Other terms that may apply to you**

- 14.1 In addition to these Terms of Use, you agree to the following terms which apply to your use of PanelApp:
- (i) Our Privacy Policy <https://www.genomicsengland.co.uk/privacy-policy/>.
  - (ii) Our Cookie Policy <https://www.genomicsengland.co.uk/cookies/>, which sets out information about the cookies on PanelApp.

## **15. We may make changes to these terms**

- 15.1 We may amend these Terms of Use from time to time. Every time you wish to use PanelApp, please check these terms to ensure you understand the terms that apply at that time.
- 15.2 The Terms of Use were last updated in December 2019.

## **16. We may make changes to PanelApp**

- 16.1 We may update and change PanelApp from time to time, for example as content is added and reviewed.

## **17. Which Country's Laws Apply?**

- 17.1 These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

## **About Us**

We are:	<b>Genomics England Limited</b>
Registered Office Address:	<b>Dawson Hall, Charterhouse Square, London, EC1M 6BQ</b>
Company Number:	<b>08493132</b>
Contact email address:	<b>info@genomicsengland.co.uk</b>

## **Annex A – Reviewers**

If you are, or are registering to be, a PanelApp Reviewer, you agree to the following terms in addition to the Terms of Use.

## **1. Reviewer requirements**

- 1.1 Before reviewing PanelApp content as a Reviewer, you must register using the link <https://panelapp.genomicsengland.co.uk/accounts/registration/>.
- 1.2 In order to be a Reviewer on PanelApp, you must have expertise in either i) a relevant disease area; ii) diagnostic genetic testing of a relevant disease area; or iii) genes relevant to the diseases included in the project, the list of relevant diseases to be downloaded [here](#). By registering to be a Reviewer, you agree that you meet these criteria.
- 1.3 When acting as a Reviewer, you must act in good faith and with reasonable skill, care and diligence.
- 1.4 You agree to act in accordance with the Reviewers' Guide to PanelApp, as updated from time to time, which can be accessed [here](#).

## **2. Uploading content onto PanelApp**

- 2.1 When uploading or posting content onto PanelApp you grant to GEL a fully paid-up, worldwide, non-exclusive, perpetual, irrevocable, sub-licensable, royalty-free licence for all purposes to all intellectual property rights in such content you may have. To the extent that such intellectual property rights vest in anyone other than you, either by operation of law or otherwise, you shall procure to obtain for GEL a licence of the same scope from the entity which owns such rights, title and interest.
- 2.2 You warrant that any such contribution does not infringe the intellectual property rights of any third party and that you are legally entitled to make such a contribution. You will remain liable for any contributions you make to PanelApp.
- 2.3 For the avoidance of doubt, the licence granted by you in Section 2.1 of this Annex A shall not prevent you from dealing with the content you upload to PanelApp and the intellectual property rights therein in any lawful manner which does not involve PanelApp.
- 2.4 Where appropriate or required by a source, you will provide full acknowledgements of the sources of your content, such as academic publications, in the form required by such sources or in accordance with good academic practice.
- 2.5 We have the right to remove any posting you make on PanelApp if, in our opinion, there has been a breach of these Terms of Use, including this Annex A.

## **3. Keeping your account details safe**

- 3.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 3.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 3.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at : [ge-servicedesk@genomicsengland.co.uk](mailto:ge-servicedesk@genomicsengland.co.uk); Telephone: 0808 281 9535.