

## KIR\*IMP – Terms and Conditions

### Academic Use Version

- (1) **The University:** The University of Melbourne (ABN 84 002 705 224) of Parkville, Victoria 3010.
- (2) **User:** The person who has clicked through the acceptance of these terms and conditions.

### AGREED TERMS

#### 1. INTERPRETATION

- 1.1 In this agreement:

**Consent** means the right and licence given to the User in clause 2.1;

**System** means the KIR\*IMP client and server backend computer programs, access to and the use of which is provided by the University to the User under this agreement via the Website;

**User Data** means data and other information that is generated by the System and provided to the User by the System as a result of receiving and processing the User's data under this agreement, excluding any part of the System;

**Website** means the website at the following internet address:

<http://imp.science.unimelb.edu.au/kir/>

The headings in this agreement are for convenience only and shall not affect its interpretation. Use of the words "including" or "includes" shall be construed as being without limitation. References to statutes or other laws or to rules shall be reference to these as they may be amended from time to time.

#### 2. USER ACCESS CONSENT

- 2.1 The University hereby gives the User a personal, non-exclusive, non-transferable, free of charge right to access and use the System (without any right of sub-license) at the Website.
- 2.2 The University's consent is subject to the other terms and conditions of this agreement.
- 2.3 The User undertakes to and agrees with the University that he/she will:
  - (a) not use the System for or on behalf of any third party or to provide a service;
  - (b) limit his/her use of the System to his/her own internal academic or other non-commercial research;

- (c) use the System in accordance with the prevailing instructions and guidance for use given on the Website and faithfully comply with the University's procedures for user identification, authentication and access;
  - (d) comply with all applicable laws and regulations with respect to his/her use of the System; and
  - (e) except to the extent expressly permitted under this agreement, not attempt to: reverse compile, disassemble, reverse engineer or copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System or Website in any form or media or by any means.
- 2.4 The User undertakes and agrees with the University not to access, store, send or receive to or from the System:
  - (a) any data or other material from which a human being may be directly or indirectly identified by any means; or
  - (b) any material that is unlawful, harmful, threatening, defamatory, obscene or offensive or which infringes the rights of any person.
- 2.5 The University reserves the right at any time and without liability or prior notice to the User to:
  - (a) revise, modify and replace the specification, functionality and performance of the System, including procedures governing access, security and operation;
  - (b) suspend or permanently discontinue availability of the System; and
  - (c) disable the User's access to the System or to any part temporarily or permanently.

### **3. OWNERSHIP OF USER DATA AND ACKNOWLEDGMENT**

- 3.1 The University makes no claim to any of the data that is input into the System by the User, who shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that data.
- 3.2 The User shall own the User Data. The User shall assume sole responsibility for: (i) the User Data; (ii) conclusions drawn from the User Data; and (iii) for abstracting and backing-up all User Data.
- 3.3 The User must acknowledge in any publications or public statement that the User Data was produced by the KIR\*IMP system as described in: Vukcevic *et al.* (2015), [Imputation of KIR Types from SNP Variation Data](#), *The American Journal of Human Genetics* 97(4):593–607.
- 3.4 The University will not store the User Data indefinitely and will delete all the User Data that has been input into the System within 30 days of processing.

#### **4. PROPRIETARY RIGHTS**

- 4.1 The User shall not have any right, title or interest in or to the System or the Website contents or any results or other output from the System save as expressly given to the User in this agreement.

#### **5. CONFIDENTIALITY**

- 5.1 The User shall not send to the System any information that it wishes to keep confidential and the University does not accept any obligation to keep the User's information confidential. However, the University will treat any identifying information the User sends to the System in accordance with Australian privacy laws.

#### **6. INDEMNITY**

- 6.1 The User shall defend, indemnify and hold harmless the University against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the User's possession or use of the User Data or System, or any breach of this agreement by the User.

#### **7. LIMITATION OF LIABILITY**

- 7.1 The System is provided on an 'as is' basis and the User uses the System at his/her own risk. No representations, conditions, warranties or other terms of any kind are given in respect of the System or the User Data, and all statutory warranties and conditions are excluded to the fullest extent permitted by law. Without affecting the generality of the previous sentences, the University gives no implied or express warranty and makes no representation that the System or any part of it: (a) will enable specific results to be obtained; or (b) that it meets a particular specification or is comprehensive within its field or that it is error free or will operate without interruption; or (c) is suitable for any particular, or the User's specific, purposes; or (d) will not cause any loss damage or injury; or (e) that it is of satisfactory quality.
- 7.2 The user hereby confirms that he/she is aware that statistical KIR type imputation is a statistical process, which may lead to errors in the derived type distributions as well as in the resulting maximum likelihood calls. Bugs in the System and the facts stated above may lead to predictions affected by any degree and rate of error. The University does not guarantee the correctness of the produced KIR type imputations. The user may under no circumstances use the System in any context which may affect or be involved in decisions regarding individual health.
- 7.3 The University's liability under or in connection with his agreement howsoever arising, including in respect of any negligent act or omission relating to the System, User Data, or under this Agreement, shall:
- (a) be limited in aggregate to \$0; and
  - (b) exclude any liability for indirect or consequential loss or damage and for any loss of profit, reputation, or business or opportunity,

even if any of these types of loss or damage were foreseeable as at the date of this agreement.

- 7.4 User hereby irrevocably undertakes to the University not to make any claim against any employee, student, researcher or other individual engaged by the University, being a claim which seeks to enforce against any of them any liability whatsoever in connection with this agreement or its subject-matter.

## **8. CONTRACT STATUS**

- 8.1 Each visit to the Website and accompanying use of the System by the User shall be deemed to be pursuant to a separate and discrete contract made under the prevailing version of this agreement. The User understands and acknowledges that his/her acceptance of these Terms and Conditions constitutes a binding contract.

## **9. WAIVER**

- 9.1 A waiver of any right under this agreement by the University shall only be effective if it is in writing and signed by an authorised representative of the University.

## **10. SEVERANCE**

- 10.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

## **11. ENTIRE AGREEMENT**

- 11.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. The User acknowledges and agrees that it has not relied on any statement that is not expressly contained in this agreement.

## **12. NO PARTNERSHIP OR AGENCY**

The User agrees that:

- (a) the rights, duties, obligations and liabilities of the User and the University will in every case, be several and not joint or joint and several;
- (b) nothing contained in this agreement constitutes the User and the University as joint venturer, agent, partner or trustee, or creates any agency, partnership, joint venture or trust for any purpose whatsoever; and
- (c) the User does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, the University.

## **13. PRIVACY POLICY**

This website uses Google Analytics and any information captured concerning your use of this website is governed by the University's Privacy Policy, available at:

<http://www.unimelb.edu.au/governance/disclaimer#online-privacy>

**14. GOVERNING LAW AND JURISDICTION**

- 14.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Victoria, Australia.
- 14.2 The parties irrevocably agree that the courts of Australia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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