TERMS OF USE: PCE (Parasite Clearance Estimator) ONLINE

1. TERMS

This page (together with the <u>Terms of Use</u> for this website) sets out the terms on which you may use PCE Online ("**PCE**") as a registered user. Please read these terms carefully before using PCE: by using PCE, you indicate that you accept these terms of use and you agree to abide by them. If you do not agree to these terms, you may not use PCE.

2. PCE

- 2.1 PCE is an online data analysis program developed by WWARN
- 2.2 PCE is intended to enable researchers and institutions to upload experimental data for online analysis of parasite clearance. PCE conducts this analysis and uses the results to generate reports for users.

3. DATA

- 3.1 In order to ensure compliance with its legal and ethical obligations, WWARN requires that all data uploaded for analysis using PCE:
 - (a) has been obtained in accordance with any laws and ethical approvals applicable in its country of origin;
 - (b) has been obtained with the knowledge and consent of the individual to which it relates; and
 - (c) has been anonymised, so that any individual to which it relates cannot be identified from it.
- 3.2 You must have the authority to upload the data to be used in accordance with these terms of use.
- 3.3 WWARN reserves the discretionary right to delete any uploaded data, in whole or in part, if it has reason to believe that it does not comply with these Terms of Use.

4. USE OF DATA

- 4.1 Your data will be held on a secure server while PCE conducts the analysis and generates the report(s). On completion of this process outputs produced from your data will be temporarily held on the secure server to enable you to download them, following which the outputs and your data will be automatically deleted. WWARN administrators will only have access to your data for the purpose of maintaining PCE and trouble-shooting issues you may have in relation to it. WWARN will not have access to your data other than for this purpose.
- 4.2 For the avoidance of doubt, any data uploaded for analysis using PCE and any reports generated by PCE will not be submitted to the WWARN database or

5. RIGHTS

- 5.1 You will continue to own any data uploaded for analysis using PCE. WWARN will not claim any rights of ownership in any data you may upload. Any reports generated by PCE will also belong to you and may be used by you in accordance with section 6.
- 5.2 By uploading data, you grant to WWARN a right to use, process, copy and reformat your data solely for the purpose of facilitating your use of PCE in accordance with these terms of use.
- 5.3 You may, at any time and for any reason, withdraw your data.
- 5.4 In the event that WWARN transfers from the University of Oxford to another entity, the rights you grant to WWARN in relation to the operation of PCE may be transferred to that entity.

6. PUBLICATION OF DATA

- 6.1 Uploading data to PCE for analysis does not affect your right to publish those data, which you may do entirely at your own discretion and without consent from or reference to WWARN.
- You are also free to publish any results or reports generated by PCE for noncommercial, academic and research purposes and on the condition that any such publication acknowledges your use of PCE in the following terms: "Regression models of the log transformed parasite counts were fitted in order to estimate parasite clearance using the Parasite Clearance Estimator Tool (PCE) developed by the WorldWide Antimalarial Resistance Network (WWARN)."

7. INFORMATION ABOUT YOU

- 7.1 In addition to the general information which the University may collect about you under section 10 of the <u>Terms of Use</u> for this website, WWARN may also collect and process information which relates specifically to your use of PCE.
- 7.2 Such information will consist of statistical data concerning usage of PCE including, for example, global and regional uptake and the volume of data uploaded by users, which helps WWARN to improve user experience and to demonstrate WWARN's impact to its funders. Such information will be anonymised and aggregated with other users' information and will not include any data from which an individual user could be identified.
- 7.3 By using PCE, you consent to such processing.

8. DISCLAIMER

8.1 PCE is an experimental, in-house, non-commercial program. While WWARN endeavours to use reasonable care in the development of PCE and the analyses and

reports generated by it, WWARN is not responsible for the data used in conjunction with PCE, which may be affected by circumstances that it may not have been possible to take into account in the provision and use of PCE. Accordingly:

- (a) the accuracy of any analysis or reports produced by PCE cannot be guaranteed. Any such analysis and/or reports are provided "as is" and without any express or implied warranties or representations as to quality, accuracy or fitness for purpose; and
- (b) WWARN cannot and will not accept liability for any loss arising as a result of any reliance placed on the analyses or reports generated by PCE.
- 8.2 Notwithstanding anything else contained in these Terms of Use, WWARN shall not be liable to you for:
 - (a) loss of data, loss of profits or contracts, loss of business or anticipated savings, the cost of any substitute services or products, statutory penalties or indirect or consequential loss, in each case whether arising from negligence, breach of contract or otherwise, whether such loss is foreseeable, foreseen or unknown; or
 - (b) any loss or damage arising from your failure to ensure PCE is compatible with your hardware or other software or to carry out appropriate virus checks.

9. YOUR CONCERNS

If you have any concerns about these terms of use, please contact info@wwarn.org.