

# Terms of Use, License and Privacy Policy

*Last updated: October 15th, 2024*

## Overview

This document describes the NDEx Terms of Use, License, Sources information and Privacy Policy. You can click any of these links to navigate to the relevant section of the document. Should you have any questions or concerns, feel free Contact us (./contact-us) anytime.

## Terms of Use

It is the sole responsibility of all those who upload data to NDEx (hereinafter "content providers") at <https://www.ndexbio.org>, <https://public.ndexbio.org>, <https://test.ndexbio.org> or any other NDEx server whose domain name contains "ndexbio.org" to ensure that they have all of the legal rights needed to do so, including by obtaining appropriate intellectual property rights and licenses. Further, content providers who make data publicly available (by marking it as "PUBLIC") or in any other manner share data with anyone through NDEx are solely responsible for ensuring that the data is either freely available to everyone or free for academic use. It is the sole responsibility of all those who download, receive, view or use any data (including data marked PUBLIC) from NDEx to ensure that the "content providers" representation that the data is freely available for everyone or free for academic use is accurate and that the terms and conditions of any other intellectual property rights holders are met. This may require that prospective data recipients contact the "content provider" directly to determine the origins of the data provided and the content provider's authority to share the data. The NDEx Project, the Cytoscape Consortium, the Regents of the University of California, any and all employees of the Regents of the University of California, and all other contributors to the NDEx Project hereby disclaim any and all liability arising from the use of NDEx. All users of NDEx are solely responsible for any liability resulting, directly or indirectly, from their use of NDEx.

ALL SOFTWARE AND ALL SERVICES BY THE NDEX PROJECT ARE 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 NDEX PROJECT, THE CYTOSCAPE CONSORTIUM, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ANY AND ALL EMPLOYEES OF THE UNIVERSITY OF CALIFORNIA, OR CONTRIBUTORS TO THE NDEX PROJECT 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 ANY SOFTWARE OR ANY SERVICES OR THE USE OR OTHER DEALINGS IN ANY SOFTWARE OR ANY SERVICES. THIS DISCLAIMER OF LIABILITY INCLUDES BUT IS NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF SOFTWARE OR SERVICES PROVIDED BY THE NDEX PROJECT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### **Please play fair:**

- If you upload network and pathway content to NDEx and mark it as "PUBLIC", please make sure you have permission to do so.
- If you are using resources available in NDEx for commercial/for profit purposes, make sure you are authorized to do so by contacting the respective source databases and purchasing an appropriate license if necessary.
- NDEx complies with the Digital Millennium Copyright Act (DMCA) and observes a strict take down policy for unauthorized content. Please send your Take Down Requests to: [copyright@ndexbio.org](mailto:copyright@ndexbio.org) (mailto:copyright@ndexbio.org).

## **License**

All NDEx software included in the NDEx Sources section below is available under the following BSD license:

```
Copyright © 2013-2024, The Regents of the University of California, The Cytoscape Consortium. All rights reserved.
```

```
Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
```

```
1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
```

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL <COPYRIGHT HOLDER> BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## Privacy Policy

At the Network Data Exchange (NDEx), accessible from [www.ndexbio.org](http://www.ndexbio.org), your privacy is a priority. This Privacy Policy outlines how we collect, use, and protect your personal data when you use our website and services. By using our platform, you agree to the practices outlined in this policy.

### 1. Information We Collect

We collect several types of information to provide and improve our service.

- **Personal information:** when you register for an account or use specific features of our platform, we may collect information such as your name, email address, and any other details you provide during registration.
- **Usage data:** we automatically collect certain information when you visit our website, such as your IP address, browser type, operating system, and pages visited on the platform. This data helps us understand how our users interact with NDEx.

- **Cookies:** we use cookies and similar tracking technologies to enhance your experience on the site. Cookies allow us to remember your preferences and login information for future visits.

## 2. How We Use Your Information

NDEx uses the information we collect in the following ways:

- To provide, operate, and maintain our websites and services.
- To improve and personalize your user experience.
- To communicate with you regarding updates, support, and other service-related information.
- To analyze how our website is used and to gather statistical data to enhance our platform.
- To prevent fraudulent activities and ensure security.

## 3. Data Sharing and Disclosure

We do not sell, rent, or trade your personal information to third parties. However, we may share your data in the following circumstances:

- **Service providers** - We may share your information with trusted third-party providers who help us operate our platform, such as hosting services, analytics providers, or customer support. For example, we use Google Analytics to analyze website traffic and user behavior. Google Analytics collects information such as your IP address, browser type, and pages visited. Google processes this data on our behalf to help us understand how users interact with NDEx. You can learn more about how Google uses your data by visiting Google's Privacy Policy (<https://policies.google.com/privacy?hl=en-US>). Users can opt out of Google Analytics tracking by using the Google Analytics Opt-out Browser Add-on (<https://tools.google.com/dlpage/gaoptout>)
- **Legal compliance** - We may disclose your information when required by law or in response to legal processes (e.g., subpoenas, court orders).

## 4. Data Security

While we take the security of your data very seriously and implement industry-standard practices to protect it, we cannot guarantee the privacy of data (1) transmitted over the web when using NDEx, (2) stored on NDEx, (3) collected by others whose software or sites are used by NDEx, (4) is processed by our software, or (5) in any other way that it has been made accessible to NDEx. Notably, while you can designate access to a network in NDEx as “private”, this only flags it for its treatment by our access control mechanisms; it does not in any way guarantee its privacy. For example, NDEx is not guaranteed to be secure storage for proprietary data or pre-publication academic data.

We take the following measures to protect your data:

- **Software updates** - Our platform is continuously monitored, and we keep all our software up to date with the latest security patches to ensure protection against potential vulnerabilities.
- **Password protection** - Account passwords stored in our system are encrypted using strong encryption algorithms, ensuring that they are not visible to anyone, including our team. We do not store passwords in plain text.

Despite our best efforts, no online system can guarantee absolute security. We recommend using strong, unique passwords and practicing good security habits to further protect your account and data.

## 5. Your Rights and Choices

Depending on your jurisdiction, you may have the following rights regarding your personal information:

- **Access** - You may request a copy of the personal data we hold about you.
- **Correction** - You can ask us to correct inaccurate or incomplete information.
- **Deletion** - You may request the deletion of your personal data, subject to certain legal exceptions.
- **Withdrawal of consent** - If we process your data based on your consent, you have the right to withdraw your consent at any time.

To exercise these rights, please Contact us (../contact-us).

## 6. Third-Party Links

NDEx may contain links to external websites that are not operated by us. We are not responsible for the privacy practices or content of these external sites. We encourage you to review their privacy policies.

## 7. Children's Privacy

NDEx may contain links to external websites that are not operated by us. We are not responsible for the privacy practices or content of these external sites. We encourage you to review their privacy policies.

## 8. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal obligations. Any updates will be posted on this page with the revised "Last Updated" date. We encourage you to review this policy periodically to stay informed of any changes.

## 9. Contact Us

If you have any questions or concerns about this Privacy Policy, please Contact us (../contact-us)

## Sources

All NDEx Sources are stored on GitHub in publicly accessible repositories under the *ndexbio* organization:

<https://github.com/ndexbio> (<https://github.com/ndexbio>)

The following repositories support released NDEx software. For all other repositories under ndexbio, we advise you to consult with the NDEx team on their status before using. Some are in active development while others may be obsolete or highly experimental.

### NDEx Server

- <https://github.com/ndexbio/ndex-rest> (<https://github.com/ndexbio/ndex-rest>)
- <https://github.com/ndexbio/ndex-object-model> (<https://github.com/ndexbio/ndex-object-model>)

### NDEx Web App

- <https://github.com/ndexbio/ndex-webapp> (<https://github.com/ndexbio/ndex-webapp>)

### NDEx Java Client

NDEx Java Client is not an application, it is a library available for use by developers to create Java applications that access NDEx.

- <https://github.com/ndexbio/ndex-java-client> (<https://github.com/ndexbio/ndex-java-client>)
- <https://github.com/ndexbio/ndex-object-model> (<https://github.com/ndexbio/ndex-object-model>)

### cx2js

General purpose npm package that manages CX JSON to Cytoscape.js JSON conversion.

- <https://github.com/cytoscape/js4cytoscape/tree/develop/packages/cx2js>  
(<https://github.com/cytoscape/js4cytoscape/tree/develop/packages/cx2js>)

### CyNDEx - The NDEx Cytoscape App

- <https://github.com/ndexbio/ndex-cytoscape-app> (<https://github.com/ndexbio/ndex-cytoscape-app>)

### NDEx Python Client

- New Ndex2 client: <https://github.com/ndexbio/ndex2-client>  
(<https://github.com/ndexbio/ndex2-client>)
- Legacy Client: <https://github.com/ndexbio/ndex-python>  
(<https://github.com/ndexbio/ndex-python>)

## NDEx R Client

- <https://github.com/frankkramer-lab/ndexr> (<https://github.com/frankkramer-lab/ndexr>)