# WIPO Sequence: Terms of Use (September 1, 2021)

By downloading/using WIPO Sequence, the User is agreeing to be bound by these Terms of Use.

## 1. Definitions

In these Terms of Use,

"WIPO Sequence" refers to the software that enables patent applicants to prepare amino acid and nucleotide sequence listings compliant with <u>WIPO Standard ST.26</u>, as part of a national, regional or international patent application.

"User" refers to any person downloading/using WIPO Sequence and data contained therein.

## 2. License

2.1 Permission to use or copy WIPO Sequence free of charge is hereby granted under the conditions described herein.

2.2 The User is forbidden to:

- (a) modify, adapt, create derivative works or distribute WIPO Sequence;
- (b) use WIPO Sequence for any purpose that is unlawful or not reasonably intended by WIPO.

2.3 Copies of WIPO Sequence must identify WIPO as the source by reproducing the following copyright notice "Copyright 2021 World Intellectual Property Organization (WIPO)".

#### 3. Disclaimers

3.1 WIPO Sequence is provided "as is" and WIPO disclaims all warranties with regard to WIPO Sequence including all implied warranties of merchantability and fitness. In no event shall WIPO be liable for any special, direct, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of WIPO Sequence.

3.2 WIPO makes every effort to ensure, but cannot guarantee, the correct operation of WIPO Sequence, including but not limited to the validation functionalities, and makes no warranties or representations in connection with the acquisition and/or use of WIPO Sequence.

3.3 WIPO assumes no liability or responsibility for any errors, omissions, deficiencies or defects in WIPO Sequence or in patent applications prepared using WIPO Sequence, or for loss or damage of any nature incurred in connection with the use of WIPO Sequence. As a result, the content of sequence listings prepared with WIPO Sequence is the User's responsibility. WIPO urges users to carefully check the produced sequence listings before submission to the relevant patent office(s).

3.4 Users of WIPO Sequence are reminded that compliance with any security prescriptions under applicable law is the User's responsibility.

## 4. Modifications

WIPO reserves the right to modify or update WIPO Sequence at any time, in its sole discretion. The last updated version of WIPO Sequence will be made available on WIPO's website. It is the User's responsibility to ensure that they use the last updated version of WIPO Sequence.

## 5. Use of WIPO's name and logo

The User does not have the right to use the WIPO's name and logo unless it is specifically authorized by WIPO in writing after having sent a request to <u>WIPO</u>.

# 6. Intellectual Property

The User recognizes that WIPO Sequence, as well as the particular form of compiling data, and the presentation and design of WIPO Sequence are protected by applicable IP laws.

## 7. Amendments to the Terms of Use

WIPO may amend these Terms of Use at any time in its sole discretion. Any amendments will be posted on WIPO's website. Unless stated otherwise, amendments shall take effect immediately following posting of the new Terms of Use.

## 8. Termination

WIPO reserves the right to terminate with immediate effect the license granted to Users in case of non-compliance with these Terms of Use.

# 9. Privileges and Immunities

Nothing in or relating to these Terms of Use shall be deemed or interpreted as a waiver of any privileges and immunities accorded to WIPO as international organization and specialized agency of the United Nations.

#### **10. Settlement of Disputes**

10.1 Any dispute between WIPO and the User arising out of or relating to these Terms of Use that cannot be resolved amicably shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

10.2 WIPO shall not have any responsibility, obligation or liability whatsoever with respect to any disputes between the User and a third party or any other User, which may arise in relation to the use of WIPO Sequence.

#### **11. Contact Information**

The User may contact WIPO at <u>wiposequence@wipo.int</u> to ask any questions related to the use of WIPO Sequence. The User may also wish to consult the User Manuals available on the <u>WIPO website</u>.