

# Terms and Conditions

As of 26/09/2019

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The Terms and Conditions apply to all persons who use the application and/or access the website (hereafter referred to as “User” or “Users” or “you”).

Use of this mobile application and its related website constitutes your acceptance of these Terms and Conditions which take effect on the date from which you first register and/or use the application.

We reserve the right to modify, update or correct the content of the website and the application and these Terms and Conditions and Privacy Policy at any time and without notice.

## Changes to these Terms and Conditions

We may update these Terms and Conditions and the Privacy Policy from time to time, at any time without notice to you, by posting such changes on the website and the application. We encourage you to periodically review these Terms and Conditions to be informed of how we are protecting your information. Your continued use of these application and website following the posting of changes to the Terms and Conditions and/or Privacy Policy will mean you accept those changes.

## Copyright, Ownership and Use of material

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The e-faunalert website and mobile application contain copyrighted material and/or other proprietary information and thus, e-faunalert data is protected by intellectual property agreements and copyright laws and regulations worldwide. IUCN-Med, la Fundación and/or their collaborators are the sole and exclusive owners of all rights, titles and interests, including trademarks, copyrights, trade names, trade secrets and other intellectual property rights, contained in the data and software of e-faunalert.

You agree to not alter or remove any copyright symbol or other identification concerning authorship of any of the material contained on or otherwise made available to you from the website and application.

## Images

All photographs and illustrations contained and used in the website and in the application remain the property of the original copyright holder. Photographs and illustrations should not be reproduced or used in other contexts without written permission from the copyright holder.

IUCN-Med and la Fundación are granted permission to publish all photographs attached to reports uploaded by e-faunalert collaborators exclusively within the context of the website and

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### **Use of material and content for commercial and non-commercial purposes**

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### **Third party copyright**

To the extent that copyright subsists in a third party it remains with the original owner and written permission shall be required to reuse the material.

### **Usage of e-faunalert website and application**

- E-faunalert is of free use.
- Data (including all details), which have been submitted by a User, are owned by IUCN-Med and la Fundación and the User/group of Users who submitted the data.
- Submitted data will be used by Us or our Partners only to conservation, educational or scientific and research purposes. In any case, you will be informed of the usage of the data submitted by you, and the source will be fully acknowledged.
- Other’s e-faunalert Users data can be used by a User or third party only with prior written permission from the owners of the data (Us and the submitting User).
- The use of data originating from e-faunalert must be quoted as follows: ‘Data obtained from e-faunalert + author (Name and surname)’.
  - Submitted data will be stored at IUCN-Med server and can be viewed, accessed and downloaded by the User at all times through its user account on the e-faunalert website. IUCN-Med is committed to protect the security of your personal information. Any personal information provided to us by you is handled with due care and security, and will not be used in ways other than as set forth in these Terms and Conditions , or in any site/area-specific policies, or in ways to which you have not explicitly consented.
- Only the details of your records set as “Public by default” are visible to anyone.
- Users can decide whether their records or details of the records are hidden to other users (and the public), except for users who joined a Group of Users, where all records are visible to the other members of the Group.

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- Sensitive details of records, submitted by a User, will be only made available to third parties once the User has authorised e-faunalert to do so. Third parties may include researchers, working groups, committees and certain organisations.
  - Administrators of e-faunalert however still have access to all details of these records. Submitted data can be viewed and revised by an e-faunalert Administrator at all times. The Administrator might contact you about a record, for example, for clarification or for conservation reasons.
  - Users take the responsibility to not put themselves and others in danger, cause material damage to third parties, harm nature or compromise potential evidences when using e-faunalert.
  - Large amounts of data should not be shown and/or made public in other websites or applications without permission of e-faunalert owners. For these cases, please contact us at [medspecies@iucn.org](mailto:medspecies@iucn.org).
  - IUCN-Med and la Fundación assumes no liability for any actions resulting from the use of this application. By agreeing to these user terms, you waive Us of all liability, either in the event of injury or loss while using our application, or in the event that your account and user information is accessed by a third party. We are not responsible for information accessed unlawfully from our servers.
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- By registering at e-faunalert, you accept these terms of use.

## Disclaimers

### On frontiers and national boundaries

The designation of geographical entities on the e-faunalert website and on the application do not imply the expression of, or represent, any opinion by IUCN, la Fundación or its Partners concerning the legal status of any country, territory or area, or concerning the delimitation of its frontiers or boundaries.

### Links to other websites

Links to other websites on e-faunalert application and website are provided exclusively to give you the most complete information. If you use these links, you will leave e-faunalert. We checked the page pointed to by the active link but it does not control or is responsible for these sites or their contents.

For this reason, we decline any responsibility for these sites or information contained herein, the software or other material contained therein or for the consequences of their use. If you decide to access external sites linked to our site, you do so at your own risk.

### Security

It is to the user of e-faunalert to take all appropriate measures to protect its own data and/or software from contamination by viruses circulating on the Internet. We cannot be held responsible for direct or indirect damages resulting from the use of e-faunalert website and application or other sites linked to them.

E-faunalert website and application is hosted in IUCN-Med's server and, therefore, ruled by European regulations.

## User communications

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It is expressly prohibited to record or transmit to and from the website and application, illegal communications, threatening, abusive, fraudulent, insulting, defamatory, obscene, pornographic or contrary to national, European or international laws, regardless of the medium used (e-mail or video file).

### User's feedback

We seek feedback from our Users in order to improve the service offered. However, you agree not to use the website or application to transmit any material that is unlawful, harmful, defamatory, abusive, fraudulent, threatening, vulgar or obscene. We record the feedback in a database. The information received will only be used for the purpose for which it was requested and will not be distributed further, or disclosed, without your consent.

### Use of personal data

The personal information provided when registering as a User gives us a better profile of our user community and some idea of how the e-faunalert website and application are being used. The registration form enables us to correct and improve the information presented. We may use your personal data to contact you about any feedback you have provided, or to follow-up on particular data exports you may have requested, but we will not cede nor sell your information to any third party.

### Privacy Policy

The applicable Privacy Policy is available here.

### Contact Information

If you have any question about any of these terms or how they may apply to your intended use of e-faunalert and the e-faunalert data, please contact us at:

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