

Part 1 – IPMWorks Toolbox User Terms and Conditions

Last updated [August 2022]



1. Agreement to terms

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the IPMWorks partners directly contributing to the Toolbox design, implementation, and/or ongoing management (“Toolbox Developers”, “we,” “us” or “our”), concerning your access to and use of the IPMWorks Resource Toolbox as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Toolbox”). A list of Toolbox Developers is provided in Appendix 1.

You agree that by accessing the Toolbox, you have read, understood, and agree to be bound by these terms and conditions. If you do not agree with all of these terms and conditions, then you are expressly prohibited from using the Toolbox and you must discontinue using it immediately.

Supplemental terms and conditions or documents that may be posted on the Toolbox from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms and conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these terms and conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these terms and conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms and conditions by your continued use of the Toolbox after the date such revised terms and conditions are posted.

The information provided on the Toolbox is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.



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Accordingly, those persons who choose to access the Toolbox from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. User representations

By using the Toolbox, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these terms and conditions;
2. you are not under the age of 18;
3. you will not access the Toolbox through automated or non-human means, whether through a bot, script, or otherwise;
4. you will not use the Toolbox for any illegal or unauthorized purpose;
5. your use of the Toolbox will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Toolbox (or any portion thereof).

3. Prohibited activities

As a user of the Toolbox, you agree not to:

1. make any unauthorized use of the Toolbox
2. circumvent, disable, or otherwise interfere with security-related features of the Toolbox, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Toolbox and/or the Content contained therein.
3. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive information;
4. make improper use of our support services or submit false reports of abuse or misconduct.
5. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. interfere with, disrupt, or create an undue burden on the Toolbox or the networks or services connected to the Toolbox.
7. use any information obtained from the Toolbox in order to harass, abuse, or harm another person.
8. attempt to bypass any measures of the Toolbox designed to prevent or restrict access to the Toolbox, or any portion of the Toolbox.
9. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Toolbox to you.
10. delete the copyright or other proprietary rights notice from any Content.
11. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous



posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Toolbox or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Toolbox.

12. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
13. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Toolbox, or using or launching any unauthorized script or other software.
14. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Toolbox.
15. use the Toolbox in a manner inconsistent with any applicable laws or regulations.

4. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, or feedback, regarding the Toolbox ("Submissions") provided by you to us are non-confidential and shall become jointly-owned. As such, we have joint rights, including all intellectual property rights, and shall be entitled without your consent to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

We reserve the right to use any questions, comments, suggestions, ideas, feedback, or other information regarding the Toolbox ("Submissions") provided by you anonymously in the Frequently Ask Questions area of the Toolbox.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

5. Third-party websites and content

The Toolbox may contain (or you may be sent via the Toolbox) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Integration of external websites into the Toolbox will take place by a direct link to an external website.

Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any



Third-Party Websites accessed through the Toolbox or any Third-Party Content posted on, available through, or installed from the Toolbox, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Toolbox and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these terms and conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Toolbox or relating to any applications you use or install from the Toolbox. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

6. Toolbox management

We reserve the right, but not the obligation, to:

1. monitor the Toolbox for violations of these terms and conditions;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms and conditions, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. in our sole discretion and without limitation, notice, or liability, to remove from the Toolbox or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
5. otherwise manage the Toolbox in a manner designed to protect our rights and property and to facilitate the proper functioning of the Toolbox.



7. Privacy policy

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Toolbox, you agree to be bound by our Privacy Policy, and to monitor this policy for updates. Please be advised the Toolbox is hosted in the Serbia by one of the Toolbox Developers; BioSense.

If you access the Toolbox from the United States, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the European Union, then through your continued use of the Toolbox, you are transferring your data to the European Union, and you expressly consent to have your data transferred to and processed in the European Union. Further, if you access your personal data outside of the European Union, we do not assume any liability for that transfer being compliant with the laws and regulation within the European Union, or the laws of the country of the territory where the access takes place.

8. Intellectual Property Rights – Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the Toolbox infringes upon any copyright you own or control, please immediately alert us via the 'Contact Us' page, summarising the details of the material in question. Following this, you will be asked to provide formal notification, providing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Toolbox are covered by the Notification, a representative list of such works on the Toolbox;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.



9. Terms and termination

These terms and conditions shall remain in full force and effect while you use the Toolbox. Without limiting any other provision of these terms and conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Toolbox (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms and conditions or of any applicable law or regulation.

10. Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Toolbox at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Toolbox. We also reserve the right to modify or discontinue all or part of the Toolbox without notice at any time. Users will be notified of pre-scheduled Toolbox maintenance as appropriate.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Toolbox.

We cannot guarantee the Toolbox will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Toolbox, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Toolbox at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Toolbox during any downtime or discontinuance of the Toolbox.

Nothing in these terms and conditions will be construed to obligate us to maintain and support the Toolbox or to supply any corrections, updates, or releases in connection therewith.

11. Governing law

These terms and conditions and your use of the Toolbox are governed by and construed in accordance with Belgian law applicable to agreements made and to be entirely performed within the European Union, without regard to its conflict of law principles.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.



11.1. Dispute resolution

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted under Belgian law. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these terms and conditions. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Toolbox be commenced more than one years after the cause of action arose.

11.2. Liability

IPMWorks is not liable for damages associated with IPM resources hosted on the IPMWorks Resource Toolbox nor for any cost incurred by users associated with use of the Toolbox (Clause 14).

12. Corrections

There may be information on the Toolbox that contains typographical errors, inaccuracies, or omissions that may relate to the Toolbox, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Toolbox at any time, without prior notice.

13. Disclaimer

This IPMWORKS Resource Toolbox is a repository for IPM resource developed by the EU IPMWORKS project (101000339). The cooperating partners have no economic responsibility whatsoever for losses due to using this service.

The Toolbox is provided on an as-is and as-available basis. You agree that your use of the Toolbox and associated services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Toolbox and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the Toolbox’s content or the content of any websites linked to the Toolbox and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Toolbox, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored



therein, (4) any interruption or cessation of transmission to or from the Toolbox, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Toolbox by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Toolbox.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Toolbox, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

14. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Toolbox; (2) breach of these terms and conditions; (3) any breach of your representations and warranties set forth in these terms and conditions; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Toolbox with whom you connected via the Toolbox .

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. Electronic communications, transactions and signatures

Visiting the Toolbox , sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Toolbox, satisfy any legal requirement that such communication be in writing.

16. Miscellaneous

These terms and conditions and any policies or operating rules posted by us on the Toolbox constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision.

These terms and conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these terms and conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms and conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these terms and conditions or use of the Toolbox. You agree that these terms and conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these terms and conditions and the lack of signing by the parties hereto to execute these terms and conditions.

17. Contact us

To receive further information regarding the use of the Toolbox, or in order to resolve a complaint regarding the Toolbox, please contact us at:

RSK ADAS Ltd, 172 Chester Road, Helsby, Cheshire UK WA6 0AR

IPMWORKS-WP4@inrae.fr

Part 2: IPMWorks Toolbox IPM Resource Provider Terms and Conditions

Last updated [August 2022]

1. Agreement to terms

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the IPMWorks partners directly contributing to the Toolbox design, implementation, and/or ongoing management (“Toolbox Developers”, “we,” “us” or “our”), concerning integration of one or more of your IPM-related resources, and your access to and use of the IPMWorks Toolbox as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Toolbox”).

You agree that by proceeding with addition of one or more IPM Resources onto the Toolbox, and accessing the Toolbox, you have read, understood, and agree to be bound by all of these and the User Terms and conditions (Part 1). If you do not agree with all of these Terms and conditions, then your IPM-related resource(s) cannot be integrated into the Toolbox and you are expressly prohibited from using the Toolbox and you must discontinue use immediately.

2. Intellectual property rights

Unless otherwise indicated, IPM Resources source codes and associated databases, functionality, software, design, and content remain the intellectual property of you, the IPM Resource provider. Trademarks, service marks and logo provided by you are displayed on the Toolbox, and you remain responsible for protection of these by copyright and trademark laws.

The IPMWorks service marks and logo are owned or controlled by us and are protected by copyright laws.

3. Responsibilities

The Toolbox provides a point of access for IPM resources, enabling users to browse, select and use IPM resources appropriate to their region, crops, and pest pressures. We are responsible for maintaining the Toolbox to enable users to interact with each resource as agreed with you; you are responsible for maintaining the resource(s).



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We will be responsible for:

1. maintaining the Toolbox;
2. curating the metadata associated with IPM resources;
3. taking reasonable measures to minimising the risk of overloading your servers with data requests (where links have been established to existing IPM repositories);
4. taking reasonable steps to check IPM resources before they go live on the Toolbox, based on inputs, and expected outputs provided by you.

For each IPM Resource, you are responsible for:

1. defining a primary contact;
2. undertaking studies to validate the IPM resource under field conditions;
3. providing the standardize outputs required by the IPMWorks Toolbox, as defined in the 'Add resource' section of the Toolbox
4. the production of APIs linking existing IPM repositories to Toolbox (where applicable);
5. providing sufficient metadata for each IPM Resource;
6. contacting us to update the IPM Resource(s) and associated APIs (where applicable).
7. alerting us at the earliest opportunity if one or more IPM Resources are no longer supported.

We reserve the right to suspend or remove IPM Resources on the Toolbox at any time or for any reason with or without notice to you. The Toolbox will be supported under agreement with the European Commission until the 30 September 2024. After this time the Toolbox will continue to host IPM Resources subject to availability of resources to maintain core functions. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your IPM Resources being temporarily or permanently removed from the Toolbox.

4. Liability

This IPMWORKS Resource Toolbox is a repository for IPM resource developed by the EU IPMWORKS project (101000339). The cooperating partners have no economic responsibility whatsoever for losses due to using this service.

We do not accept liability for application of 3rd party IPM Resources by Toolbox users. If users are required to agree specific terms and conditions associated with a 3rd party IPM Resources, these must be made easily accessible from within the 3rd party links.



SIGNATORY PAGE – Terms and Conditions for IPM Resource Providers:

I (IPM Resource Provider) have read and accept the terms and conditions of this contract. The operative date of the contract is the date of the last signature.

Signed for and on behalf of:

Signature:

Name:

Date:

Position:

Appendix 1: IPMWorks IPM Resource Toolbox Developers

Members of the IPMWorks consortium directly contributing to the design, implementation and/or management of the IPMWorks Toolbox.

1. Institut national de recherche pour l'agriculture, l'alimentation et l'environnement (INRAE)
2. RSK ADAS Ltd (ADAS)
3. Università Cattolica del Sacro Cuore (UCSC)
4. Biosense Institute - Research And Development Institute For Information Technologies In Biosystems (BIOSENSE)

