

ClimMob Terms of Use

These Terms of Use cover the connected ClimMob applications: the Android app ClimMobApp, the online project manager ClimMobManager, and the climmob.net website.

1. Fees and Payments

1.1 The ClimMob platform and app are provided free of charge for non-commercial use. If you want to make commercial use of ClimMob, contact j.vanetten@cgiar.org.

1.2. Bioversity International reserves the right to charge for the use of ClimMob in the future.

2. Privacy

2.1. Privacy. In the course of using the Services, you may submit content to ClimMob (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “Content”). Bioversity reserves the right to distribute data about the users of the platform, including contact data. Bioversity will make a reasonable effort to protect the privacy of third parties.

2.2 Data anonymization. Bioversity will not share Content that will make it possible to identify individual participants without a written agreement of the user. Before sharing Content publicly, participants’ names and telephone numbers will be removed. Spatial data, such as coordinates and postal addresses, will be spatially aggregated in such a way to reasonably preclude the possibility to link information in an unambiguous way to a particular person, home/household or privately owned parcel of land.

3. Your Content

3.1. Ownership of Your Content. To ensure ClimMob data become available as a Global Public Good, you cede the ownership over the data generated by users and participants and entered into ClimMob to Bioversity International, unless another written arrangement has been made between the user and Bioversity. If you cannot cede ownership over the data, contact Bioversity at j.vanetten@cgiar.org to reach an alternative agreement.

3.2 Open Access and Authorship Acknowledgement. Bioversity will share and publish the data using appropriate open-access licenses, following current CGIAR and Bioversity policies on open access. Bioversity will recognize and mention the intellectual authorship of the user who originated the data in the institutional open-access data repositories where it will make the data available to the public by including the name of the author and its institution in metadata and data citations. Bioversity will acknowledge the intellectual authorship of the user who originated the data in publications that make use of these data.

3.2. Other IP Claims. Bioversity respects the intellectual property rights of others, and we expect our users to do the same. If you believe a ClimMob user is infringing upon your intellectual property rights, you may report it to Bioversity (j.vanetten@cgiar.org).

4. User Content

4.1. User Content. The Services display content provided by others that is not owned by Bioversity. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Bioversity is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

4.2. Content Review. You acknowledge that, in order to ensure compliance with legal obligations, Bioversity may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Bioversity otherwise has no obligation to monitor or review any content submitted to the Services.

4.3. Third Party Resources. Bioversity may publish links in its Services to internet websites maintained by third parties. Bioversity does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

5. Account Management

5.1. Keep Your Password Secure. If you have been issued an account by ClimMob in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not ClimMob, are responsible for any activity occurring in your account (other than activity that ClimMob is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify ClimMob immediately. Accounts may not be shared and may only be used by one individual per account.

5.2. Keep Your Details Accurate. ClimMob occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

5.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Bioversity will not be liable for any failure to store, or for loss or corruption of, your Content.

5.4. Account Inactivity. Bioversity may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 18 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

6. User Requirements

6.1. Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with Bioversity. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with Bioversity, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

7. Acceptable Uses

7.1. Legal Compliance. You must use the Services in compliance with, and only as permitted by, applicable law.

7.2. Your Responsibilities. You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

(a) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.

(b) You may not circumvent or attempt to circumvent any limitations that ClimMob imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).

(c) Unless authorized by Bioversity in writing, you may not probe, scan, or test the vulnerability of any ClimMob system or network.

(d) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

(e) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(f) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Bioversity will endeavor to notify you of any abusive or

excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Bioversity.

(g) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.

(h) Unless authorized by Bioversity in writing, you may not resell or lease the Services.

(i) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless Bioversity has agreed with you otherwise. You may not use the Services in a way that would subject Bioversity to those industry-specific regulations without obtaining Bioversity's prior written agreement.

8. Suspension and Termination of Services

8.2. By Bioversity. Bioversity may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Bioversity may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Bioversity may decide that we need to take immediate action without notice. Bioversity has no obligation to retain your Content upon termination of the applicable Service.

8.3. Further Measures. If Bioversity stops providing the Services to you because you repeatedly or egregiously breach these Terms, Bioversity may take measures to prevent the further use of the Services by you, including blocking your IP address.

9. Changes and Updates

9.1. Changes to Terms. Bioversity may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. Bioversity may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Bioversity to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

9.2. Changes to Services. Bioversity constantly changes and improves the Services. Bioversity may add, alter, or remove functionality from a Service at any time without prior notice. Bioversity may also limit, suspend, or discontinue a Service at its discretion. If Bioversity discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. Bioversity may remove content from the Services at any time in our sole discretion, although we

will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

10. Disclaimers and Limitations of Liability

10.1. Disclaimers. While it is in Bioversity's interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND BIOVERSITY DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

10.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BIOVERSITY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF BIOVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3. Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

10.4. Businesses. If you are a business, you will indemnify and hold harmless Bioversity and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of the Services or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

11. Contracting Entity

11.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with the International Plant Genetic Resources Institute, known under the trade name Bioversity International.

11.2. Bioversity. For any Service provided by Bioversity, the following provisions will apply to any terms governing that Service:

Contracting Entity. References to “Bioversity”, “Bioversity International”, “IPGRI”, “we”, “us”, and “our” are references to the International Plant Genetic Resources Institute, located at Rome, *Italy*.

Governing Law. Those terms are governed by the laws of Italy (without regard to its conflict of laws provisions).

12. Other Terms

Assignment. You may not assign these Terms without Bioversity’s prior written consent, which may be withheld in Bioversity’s sole discretion. Bioversity may assign these Terms at any time without notice to you.

Entire Agreement. These Terms (including the Additional Terms) constitute the entire agreement between you and Bioversity, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

Independent Contractors. The relationship between you and Bioversity is that of independent contractors, and not legal partners, employees, or agents of each other.

Interpretation. The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.

No Waiver. A party’s failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

Precedence. To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.

Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

Third Party Beneficiaries. There are no third party beneficiaries to these Terms.