

Amphibian Reptile Wildbook - Website Terms of Use

Updated: March 22, 2021

Welcome to the Amphibian Reptile Wildbook Website (the "Site" or "ARW"). This Site is provided by Tech 4 Conservation Inc. and Wild Me ("we" or "us") primarily for use by researchers and conservation organizations ("Authorized Users") through a secure login. There are certain site pages that are available to the general public ("Other Users") as well as to Authorized Users. "Authorized Users" and "Other Users" are collectively referred to as "User" or "you" in these Website Terms of Use. These Terms of Use ("Terms" or "Agreement") apply to your use of the Site.

Please read these Terms carefully prior to entering the Site.

BY ACCESSING OR USING THIS SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS, INCLUDING THEIR DISCLAIMERS AND LIMITATIONS OF LIABILITY. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

Description of the ARW Website

The Amphibian Reptile Wildbook (the "ARW") is a suite of online informational services (the "Services") provided by us, consisting of software applications and content provided by members of ARW and Wild Me, members of the general public, private and public conservation management agencies and approved, accredited researchers.

Changes or Modifications

We may change, modify, add or remove portions of these Terms as well as Site functionality and the Services, at any time. Such revised Terms will be effective when posted on this Site. You should revisit these terms on a regular basis, as revised versions will be binding upon you. In the event we make a material change to these Terms, we may contact you via electronic mail or post a notice on the homepage to let you know of such changes. You understand and agree that your continued access to or use of this site after the effective date of changes to these terms indicates your acceptance of such revisions.

Authorized Users

Authorized users are those persons, and only those persons, who have been issued a user identifier ("ID") and password by ARW or their employer who, in turn, must be an ARW authorized user organization. Once you receive this information, you are required to create an account on this site (your "Account") and provide your contact information. We reserve the right to refuse or reject any request to create an account for you for any or no reason at our sole discretion.

Other Users

Other users are those persons, who, without having a user ID or password, choose to upload images to the site. Such users, regardless if they provide a name or email address, are bound by these Terms of Use.

Good Faith Data Collection, Reporting, Sharing, and Collaboration

As a user of the Site, you have the right to submit images, data, and content to the Site. ARW is a community resource, and its content is used by a number of different individuals and agencies for a variety of research and conservation purposes. In all cases, you will submit User Content (defined below) and sighting imagery and information as completely and as accurately as possible, obtaining permission (if not yours) to use any copyrighted materials before submitting them to the ARW site. Your User Content will comply with the conditions of these Terms. In addition, you will not submit any content that uses language or imagery (verbal or visual) that is deemed as offensive by anyone for any reason. We reserve the right to edit your User Content to enforce this.

All data submitted to the site is shared in accordance with the ARW Data Use Framework and is available only to Authorized Users of the site. Upon suspension or termination of access, all User Content continues to exist on the site within the limits of these Terms of Use, for the greater good of the species and for continued use in conservation and research.

All data contributed by the public and/or authorized users continues to be held by ARW in perpetuity for the continued use of authorized researchers and conservation organizations.

Ownership of Website Content

As between you and us, we own all intellectual property rights, including without limitation copyright and trade-mark rights, in all materials on or comprising the Site ("Content"), including, without limitation, all written, audio visual or other materials and graphical elements on the Site, but excluding User Content (defined below). We grant you a limited license to use, download, print, or reproduce in whole or in part, the Content on this Site, subject to the following conditions:

- they must be used or reproduced accurately, without any modification;
- they must identify ARW as the source;
- they must be used solely for non-commercial purposes; and
- a copyright notice must appear on every copy in the following form:
- "c [year] Amphibian Reptile Wildbook. All rights reserved".

Our express, prior, written permission is required to use any Content that is not included in the license above, such as any graphical elements or website code not covered by the GPL v2 license, and/or for the use of Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever.

This Wildbook software is distributed under the GPL v2 license and is intended to support markrecapture field studies. The ARW logos are our trademarks, and may not be used without our express written permission.

Downloading Materials

Except as an Authorized User and for the express purpose of research and conservation of these species only you may not publish, copy, automatically browse or download, display, distribute, post, transmit, perform, modify, create derivative works from or sell any materials that you did not personally submit, information, products or services obtained from the Services in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or otherwise, except as expressly permitted under applicable law or as described in these Terms. Except as an Authorized User and for the express purpose of research and conservation of these species, you also may not engage in systematic retrieval of data or other content or materials from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory, other than with the express, written preapproval of ARW. Nor may you "mirror" on your own site or any other server any material contained on the Services, including, without limitation, the Services' home page or result pages without the express and written consent of ARW. Use of the Content and materials on the Services for any purpose not expressly permitted by these Terms is prohibited.

Third-Party Websites

The Website may contain links to third party websites that are not owned or controlled by us. The links to the third-party websites are provided for your convenience, and the inclusion of the links does not imply approval or endorsement of the third-party websites by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites.

Account and Security

You are solely responsible for your Account, your contact information and other information made available through your Account or otherwise via this Site (your "Information"). You assume all risks associated with your Information, including reliance on its quality, accuracy or reliability by any other person or entity. You must notify ARW immediately of any breach of security or unauthorized use of

your user account. Although ARW will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of ARW or others due to such unauthorized use.

Termination

Your rights and privileges under this Agreement will terminate automatically and without need for written notice upon any breach by you of any term of this Agreement, in which event you shall immediately cease any access to, or use of, the Amphibian Reptile Wildbook website, database platform, and content (other than content contributed by you). ARW may also terminate this Agreement for any or no reason upon thirty (30) days advance notice to you. Notwithstanding the foregoing, ARW's rights and privileges under these Terms of Use will under all circumstances survive any termination of this Agreement.

Disclaimer

YOUR USE OF THE SITE, SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. THE SITE, SERVICES AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ARW DOES NOT WARRANT THAT THE SITE, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE CONTENT OR THE SITE AT ANY TIME. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

Limitation of Liability

WE, INCLUDING OUR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (I) ERRORS OR OMISSIONS IN CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, OR (V) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF ARW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WE, AND OUR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Indemnification

You agree to defend, indemnify and hold harmless, us, our employees, agents, officers and directors, from and against any and all claims, damages, obligations, judgments, losses, liabilities, costs, attorneys fees, and other expenses arising from or related to (1) your use of and access to the Site, Services and Content; (2) your violation of any third party right, including without limitation, any

copyright, property or privacy right; or (3) any claim that you did not have the right to provide any User Content or that your User Content caused damage to a third party. Your indemnification obligation will service these Terms and your use of the Site or Services. In the event of any such claim, we will provide you with written notice thereof.

User Content

You may be able to post or upload (in designated areas of the Site) written content, images, or other content (collectively "User Content") to the Site. You are solely responsible for your own User Content and the consequences of posting or publishing it. By uploading or posting User Content to the Site, you

automatically grant us a worldwide, non-exclusive, royalty free, license to use, reproduce, modify, create derivative works of, translate into different languages or formats, publish and republish such User Content on the Site for the purpose of sharing the User Content with Users as authorized by you and to promote the Site. You represent and warrant that you own or have the rights to use and grant us the license to use the User Content in the manner contemplated by the Site and these Terms. This agreement does not transfer any other rights or ownership interests in the User Content. Upon suspension or termination of access, all User Content continues to exist on the site within the limits of

these Terms of Use, for the greater good of the species and for continued use in conservation and research. We do not have, and do not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Site or Services. However, we retain the right (but not the obligation), in our sole discretion and for any reason, to prescreen, monitor, edit, remove, or move User Content posted on or through the Site or Services. You acknowledge and agree that we are not obligated to post, keep, or use your User Content and any revisions thereof that may occur from time to time.

Code of Conduct for Using Site and Services

a. You may not use the Site for any illegal or unauthorized purpose. You agree to comply with all laws that apply to your use of the Site.

b. You may not use the Site in any manner which could disable, overburden, damage, or impair the Site,

our servers or computer network, or interfere with any other party's use and enjoyment of the Site.

c. You agree that you are responsible for your own conduct and communications while using the Site and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Site, you will not:

- post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- post or upload any User Content that infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party;
- impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;
- use the Site in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site to collect information about other users;
- upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or
- submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.

d. While we prohibit the foregoing conduct and User Content in connection with the Site, you

understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Site at your own risk.

Privacy

By accessing and/or using the Site, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, which governs the collection, use, storage and disclosure of such personal information.

Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the EU, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Germany in accordance with EU guidelines. The Site is physically maintained in and from the State of Oregon, USA, and is operated from Bielefeld, Germany.

Assignment

You may not assign any rights you receive or delegate any obligations you have under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the subject matter hereof, and these Terms supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Severability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

Questions

If you have any questions, please contact [The Department of Behavioral Ecology at Bielefeld University](#).