

Terms and Conditions

Last updated June 26, 2025

Foreword

These Terms and Conditions constitute a legally binding agreement entered into by and between the User and the Civil Protection Department (hereinafter referred to as "DPC"), jointly with CIMA Foundation (hereinafter referred to as "CIMA"), relating to the access to and the use of the MyDEWETRA.world Portal (<https://www.mydewetra.world>, hereinafter referred to as the "Portal"), as well as of any other module or multimedia channel, website or mobile application related, linked or otherwise connected.

The User who accesses the Portal declares to have read, understood and accepted the following Terms of Service, which govern its use.

In particular, the User declares to have understood that:

- the Portal is a complex system aimed at real-time monitoring the weather-related risks on a certain territory;
- the Portal is made available to the meteo-hydrological national services, to the disaster risk management authorities or to the authorities involved in the disaster risk management, to research bodies and international organizations (hereinafter referred to as "Users"), after specific evaluation and in compliance with the aim of risk reduction and management;
- the Portal integrates a series of sector application services, listed below:
 - **Dewetra**: is an application made available to all Users in order to view, in a shared manner, data, models, information and functionalities for real-time monitoring and assessment of meteo-hydrogeological risks, as well as to promote scientific knowledge and experiment with techniques and methodologies for Civil Protection.
 - **Propagator**: application made available to some Users to support the activities of active fight against forest fires, customizable for each User.
 - **Bulletin**: application made available to some Users to support alerting activities, customizable for each User.

Eligibility and Access

The use of the contents of the Portal is granted only upon the User's registration request, as identified in the introductory part of the document.

The User declares, guarantees and accepts:

1. to provide the necessary registration information truthfully and completely;
2. to maintain the accuracy of such information and to update it promptly;
3. to have legal capacity and, for this reason, to be in the legal condition of being able to accept and comply with these Terms and Conditions;
4. not to access the Portal by automated or non-human means, or by means of bots, scripts or other;
5. not to use the Portal for illegal or unauthorized or commercial purposes;
6. not to use the Portal to violate laws or regulations, even of international rank.

If the User provides false, inaccurate, outdated or incomplete information, DPC or CIMA have the right to suspend the use or, if necessary, close the User's account, as well as change the login nickname if inappropriate or obscene.

Finally, the User agrees to keep its access password confidential and to be responsible for any use of its account.

Ownership rights and use of the Portal

Source Code

The myDEWETRA source code is owned by DPC and myDEWETRA.world constitutes a derivative work, owned by DPC.

DPC shares the intellectual property of the software source code with CIMA, as per the Head of Department Decree no. 1149 dated 2 April 2015.

Anyone, including the User, has the right to create new works derived from the software that creates the Portal, starting from the published source code, while having to:

- duly mention the source or the fact that the new work is derived from the code of "Dewetra";
- publish the new work with the same *copyleft* license that covers the original code, as per European provisions.

The source code is released in open source mode, under the *EUPL License - European Union Public License*:

https://commission.europa.eu/about/departments-and-executive-agencies/digital-services/open-source-strategy-history/european-union-public-licence_en

and is available on a Git-Hub repository at the following address:

<https://github.com/CIMAFoundation/mydewetra-src>.

Any new installations made on the basis of the original source code or on the basis of the modified source code may be called "myDEWETRA" or similar only and exclusively following specific agreements with DPC.

In any case, DPC reserves the ownership of intellectual property rights and any other right not expressly granted under this agreement.

Third Party Components

The source code of the myDEWETRA Portal and of all the suite applications can integrate third party components in turn distributed with open source licenses GPL (General Public License, https://it.wikipedia.org/wiki/GNU_General_Public_License), compatible with the EUPL License under which the source code of "MyDewetra" is released, to create a larger and/or more complex program (https://it.wikipedia.org/wiki/European_Union_Public_Licence). Anyone, therefore, has the right to use the third-party components present in the source code under the licensing conditions identified in the relevant documentation of the third-party creator.

Use of the Portal by the User

The myDEWETRA.world Portal installation and name are granted by DPC to CIMA as part of a specific agreement between the Department and the Competence Center.

Provided that the User acts in compliance with the provisions of this agreement and in compliance with the current provisions of the law, DPC or CIMA in agreement with DPC, grant a limited, revocable, non-exclusive, non-transferable, non-assignable account with object the right to access and use the installation of the Portal as "User".

However, the User cannot take advantages, access and use the Portal through *scraping*, *crawling*, *spidering* technologies or other automatic systems that are in any case able to allow access to data, their display and their withdrawal.

The use of the "basic" contents is free of charge and the general operation is guaranteed to all Users by CIMA and DPC, on the basis of the agreement entered into between them.

The use of other additional content or specific applications integrated within the Platform is subject to specific agreements between DPC, CIMA, even separately from DPC but subject to prior information of the same, and the requesting parties, also against payment, which will in any case be subject under the conditions set out in the agreement entered into between DPC and CIMA.

Dedicated installation

If the "myDEWETRA" source code has been installed in a dedicated way by CIMA, at the request of a third party, after the DPC opinion, the recipient will be responsible for all maintenance, updating of the new installation and notices in the event of the service interruption. Therefore, the sections of this document that refer to these aspects do not apply.

For more information on the installation possibilities, please go to this link: <https://www.infomydewetra.world/access-levels/>.

Updates to this Agreement

DPC reserves the right, at its sole discretion, to make changes or modifications to these Terms and Conditions.

The User is notified of any changes by updating the "Last Updated" date of these Terms of Use, visible in the *font* at the bottom of the Portal Homepage.

The User must periodically review these Terms of Use to stay informed about updates.

Additional Terms and Conditions that may be published on the Site, referring to specific applications, form an integral part of these Terms and Conditions, even if not expressly incorporated.

Data, information and related content

Static and dynamic data, information, models and functionalities, hereinafter generically referred to as "contents", conveyed through the Portal are intended for use strictly aimed at Civil Protection activities or, in any case, allowed by DPC.

The Portal is unrelated to any commercial purpose or application, unless otherwise specifically established and authorized by DPC.

The Portal, by its nature, includes content also produced by subjects other than DPC with their own specific licenses, and therefore DPC should not be considered as liable and able to respond for works or contributions from third parties.

Therefore, no guarantee is given regarding the accuracy or completeness of the contents provided by third parties, as well as their availability.

In particular, DPC has no liability for any sites that can be accessed via the hyperlinks placed within the Portal. The owners of the sites or pages accessed and the conditions provided for by them are to be held liable for the completeness and correctness of the information.

The User is aware that:

- the technical and regulatory documentation present on this site are freely downloadable;
- the Mydewetra.World "contents" are made available to Users only for uses strictly aimed at civil protection activities, as part of the projects and agreements in progress with the Civil Protection Department. In any case, they cannot be used for publications or in projects where DPC is not involved, unless specifically authorized by DPC and direct mention of the same.

How to use the direct link

The use of the Portal direct link, or the exposure of the Portal link in its own application or service, is subject to the prior DPC or CIMA authorization, which grants it under the following conditions:

- the requesting party must give prior notice to DPC or CIMA by sending an e-mail to dewetra@protezionecivile.it, indicating their ID data and the reason for the request;
- the requesting party must send to the same address all the conditions for the publication of the link, as well as all the changes concerning the publication, such as deletion, modification or other;
- the Portal direct link must not cause confusion in the User about the ownership of its contents, the activities of the person who allows direct connection to the link and those offered by the Portal;
- the link must be made in such a way that the connection to the Portal occurs directly on the first page, so that these Terms and Conditions, as well as the privacy and cookie policy, are clear, legible and unambiguous.

In any case, the deep linking, inline linking and framing practices are forbidden.

CIMA reserves the right to revoke this authorization at any time, if the agreed purpose, the above mentioned procedure or the law are not respected.

In any case, the creation of a link to the Portal constitutes full acceptance of these rules.

Copyright

The Portal contents are protected in accordance with current legislation on copyright (Law no. 633/1941 as amended) and on intellectual property.

The contents can be released in *Copyright* mode or with reserved rights.

The reproduction, communication and dissemination of the above mentioned contents is forbidden, without the express authorization of the rights owner, unless the purpose of the above mentioned actions is research or promotion of the Portal supported by a suitable agreement with DPC.

Guarantees

Given the complexity of the Portal and the heterogeneity of the data contained therein, DPC and CIMA do not guarantee that the Portal operates at all times without errors or interruptions, also in light of possible ordinary or extraordinary maintenance interventions.

For this reason, except as expressly provided for in this agreement and to the maximum extent permitted by applicable law, DPC or CIMA does not provide any (explicit or implicit) guarantee of the Portal operation at any time and without interruption.

Nevertheless, should the suspension of the service be determined by expected maintenance needs, DPC or CIMA undertake to provide the User, with adequate notice, a communication on the duration of the service interruption. If, on the other hand, the suspension of the service was determined by unforeseen or foreseeable causes, DPC or CIMA undertake to notify the User of the temporary Portal unavailability and restore its functioning as soon as possible, in any case no later than 24 hours later, unless the malfunction is serious enough to impose a longer-term suspension, notified by e-mail in any case as soon as possible to the User. DPC does not guarantee anything when the installation of the Portal has taken place locally, being all the liability of the local recipient.

Notices

To send any type of notice, complaint, suggestion relating to the Portal or these Terms and Conditions, the User must contact DPC or CIMA directly at the following e-mail address:

mydewetra.world@cimafoundation.org.

Withdrawal

This agreement remains in force until it is superseded by an update or modification introduced in accordance with the provisions above.

DPC and CIMA have the right to unilaterally withdraw from this agreement, at any time, without notice and without any cost or burden, to terminate the functionality of the my.DEWETRA.org Portal and the provision of application services.

Likewise, the User may, at any time and without prior notice, cease to use the Portal by making an express request, through the procedures provided, to disable the access credentials.

Transfer

DPC and CIMA reserve the right to transfer, even partially, to third parties this agreement and the rights and obligations arising from it, at any time and without any specific consent from the User.

Validity of the agreement provisions

In the event that any of the provisions of this agreement, or part of it, is deemed null, void, invalid or ineffective by the judicial authority, this provision (or part of it) must be considered directly modified, reinterpreted or integrated according to the literal sense, necessary for it to be considered admissible by law and fully valid and effective by the judicial authority.

Failure to exercise rights

No failure or delay by DPC in exercising any right or remedy under this agreement or the law will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

Language, applicable law and competent court

The service language is English.

DPC and CIMA may, at its discretion, make this document available also in another language.

However, no variation to this agreement is made from one language version to another.

This agreement is governed by Italian law.

For any dispute arising from this agreement, the Court of Rome, in Italy, has exclusive jurisdiction.