

Codex Terms of Use

Updated: May 31, 2023

Welcome to Codex (the “Platform”). This Platform is provided by 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 Platform.

Please read these Terms carefully prior to entering the Platform.

BY ACCESSING OR USING THIS PLATFORM, 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 PLATFORM.

The Codex Platform

Codex is a suite of online informational services (the “Services”) provided by us, consisting of software applications and content provided by 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 Platform functionality and the Services at any time. Such revised Terms will be effective when posted on this Platform. 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, send a notification through the Platform built-in system, 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 Platform 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 an authorized user. Once you receive this information, you are required to create an account on this Platform (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 Platform, you have the right to submit images, data, and content to the Platform. Any Codex Platform is considered 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 all required permissions to use any copyrighted materials before submitting them to the Codex platform. 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 any Wild Me staff for any reason. We reserve the right to edit your User Content to enforce this.

All data submitted 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 on the Platform in perpetuity for the continued use of authorized researchers and conservation organizations.

User Content

You may be able to post or upload (in designated areas of the Platform) written content, images, or other content (collectively "User Content") to the Platform. 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 Platform, 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 Platform for the purpose of sharing the User Content with Users as authorized by you and to promote the Platform. 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 Platform 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.

Ownership of User Content

Wild Me acts as an independent third party providing support software on behalf of the conservation research community. As such, Wild Me makes no claim of ownership over User Content on any of the Codex Platforms. Wild Me will not use content for marketing or research efforts without express written

permission from the appropriate Authorized User; if content is not owned by an Authorized User (such as Public content or content belonging to a removed user), it is considered available for use.

We do not have, and do not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Platform 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 Platform 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.

Wild Me reserves the right to use all data on a given Platform to update existing or generate new machine learning models. If models are generated as part of novel research, any publications that come from the research may make reference to the parameters leveraged to select appropriate data; the data itself will not be made available.

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 Platform (“Content”), including, without limitation, all written, audio visual or other materials and graphical elements on the Platform, but excluding User Content. We grant you a limited license to use, download, print, or reproduce in whole or in part, the Content on this Platform, subject to the following conditions:

- they must be used or reproduced accurately, without any modification;
- they must identify the appropriate Codex Platform 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:
“© [year] [platform name], Wild Me Codex. 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.

Codex software is distributed under the GPL v2 license and is intended to support mark recapture field studies and other research efforts focused on animal conservation.

The Wild Me 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 Wild Me. 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 Wild Me. 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 Platform (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 Wild Me immediately of any breach of security or unauthorized use of your user account. Although Wild Me will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of Wild Me or others due to such unauthorized use.

Code of Conduct for Using Platform and Services

- a. You may not use the Platform for any illegal or unauthorized purpose. You agree to comply with all laws that apply to your use of the Platform.
- b. You may not use the Platform in any manner which could disable, overburden, damage, or impair the Platform, our servers or computer network, or interfere with any other party's use and enjoyment of the Platform.
- c. You agree that you are responsible for your own conduct and communications while using the Platform and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Platform, 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 Platform 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 Platform 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 Platform, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Platform at your own risk.

Privacy

By accessing and/or using the Platform, you may provide us with personal information, meaning any information that could identify you, such as your name, your mailing address, your email address, your location and your IP address. "Personal information" is a synonym for "personal data" within the meaning of the Regulation 2016/679 of European Union (General Data Protection Regulation).

We collect the following personal information: Last name, First name, and Email address.

Your personal information is collected through both website account registration and image submission. Image submission can be performed anonymously, but will not be attributed to your account as an Authorized User.

We use the collected data for the following purposes:

- Platform statistics and analysis
- User Contact
- Managing the Platform
- Associating data with its original observers, defined as one or more individuals responsible for submitting the data and/or one or more individuals responsible for collecting related media (photographs, video, etc.), for future validation
- Confirming via email the stored link to the observers' submitted data
- Notifying the observers of curation events on the data
- Providing news updates via email

The personal data gathered is not transmitted to any third party website. If any analysis is performed and presented externally, data will only be presented in aggregate to prevent individual identification.

Cookies

The cookie files used by the Platform are: Day and time of connection, and LOG: Username, login time

You have the right to object to the recording of these cookies and log files by configuring your web browser. Once you have deactivated cookies and log files, you may continue your use of the Platform. However, any malfunction resulting from this deactivation may not be considered of our making.

Controller

The Controller oversees determining the purposes for which personal information is processed and the means of such processing.

The Controller is: Jason Holmberg, Executive Director, Wild Me

The Controller is committed to protecting the personal information collected, to not transmit it to third parties without informing you, and to respect the purposes for which personal information was collected. In the event that the integrity, confidentiality or security of your personal information is compromised, the Controller is committed to notify you.

You have the right to:

- object to the processing of your personal information by the website ("right to object").
- request that your personal information does not appear, for example, on a mailing list ("right to withdraw").
- consult, update, modify or request the removal of information about you.
- request the removal of a personal account.

If you wish to exercise any of the rights listed above, you must submit a request to the Controller. Request to the Controller may be submitted via email at: jason@wildme.org

Host

The Platform is hosted by Microsoft Corporation, located at the following address: Microsoft Corporation Dept. 551, Volume Licensing 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA.

The host may be contacted at the following phone number: None.

Applicable Law

We are committed to respect the legislative provisions as specified in:

- Personal Information Protection and Electronic Documents Act, SC 2000, c 5; and/or
- Act Respecting the Protection of Personal Information in the Private Sector, CQLR cP-39.1 ; and
- General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

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 website, database platform, and content (other than

content contributed by you). Wild Me may also terminate this Agreement for any or no reason upon thirty (30) days advance notice to you. Notwithstanding the foregoing, Wild Me's rights and privileges under these Terms of Use will under all circumstances survive any termination of this Agreement.

Disclaimer

YOUR USE OF THE PLATFORM, SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. THE PLATFORM, 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 QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WILD ME

DOES NOT WARRANT THAT THE PLATFORM, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS PLATFORM 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 PLATFORM

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 WEB PLATFORM, (IV) ANY BUGS, VIRUSES,

TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB PLATFORM 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 WEB PLATFORM.

THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF WILD ME 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 Platform, 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 survive these Terms and your use of the Platform or Services. In the event of any such claim, we will provide you with written notice thereof.

Jurisdiction

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

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 email us at: info@wildme.org.