The IUCN Red List Terms and Conditions of Use (version 3.1, June 2024*)

Use of IUCN Red List Data, whether online, via data downloads, APIs or other means constitutes your acceptance of these Terms and Conditions which take effect on the date from which you first use these Data.

1. General

This User Agreement sets forth the Terms and Conditions of a license for you to use The IUCN Red List of Threatened Species™ website (hereafter referred to as "The IUCN Red List") and the data contained within it ("IUCN Red List Data"). For the purposes of this Agreement, IUCN Red List Data comprise all tabular, and all spatial and associated attribute, data contained within The IUCN Red List. By accessing and/or using The IUCN Red List, you have read, consent and agree to comply with all of the Terms and Conditions of this User Agreement. The rights and obligations concerning use of The IUCN Red List in accordance with this User Agreement are personal to you or to members of your household and are not transferable to any other person or entity. IUCN reserves the right to establish the interpretation of these Terms and Conditions and definitions of phrases and terms therein. From time to time, these Terms and Conditions of Use of The IUCN Red List may be modified. Accordingly, always check the Terms and Conditions whenever accessing or using The IUCN Red List, since any use by you after any such changes, modifications, or additions shall be governed by the updated User Agreement.

2. Copyrights and Ownership

The IUCN Red List contains copyrighted material and/or other proprietary information and thus, IUCN Red List Data are protected by intellectual property agreements and copyright laws and regulations worldwide. IUCN and/or their collaborators are the sole and exclusive owners of all right, title and interest, including trademarks, copyrights, trade names, trade secrets and other intellectual property rights, contained in the data and software of The IUCN Red List.

You agree to not alter or remove any copyright symbol or other identification concerning authorship of any of the materials contained on or otherwise made available to you in The IUCN Red List.

3. No Commercial Use

Neither (a) IUCN Red List Data nor (b) any work derived from or based upon IUCN Red List Data (i.e., "Derivative Works") may be put to Commercial Use without the prior written permission of IUCN. For the purposes of these Terms and Conditions, "Commercial Use" means a) any use by, on behalf of, or to inform or assist the activities of, a commercial entity (an entity that operates 'for profit') or b) use by any individual or non-profit entity for the purposes of revenue generation. If you wish to use the information obtained from The IUCN Red List for such commercial purposes, please contact IUCN directly using the contact details below in section 16. However, IUCN warrants that you are free to view and query the The IUCN Red List, and places no restrictions on use of the IUCN Red List Categories associated with each named taxonomic entity. (See section 15 for Definitions of Terms).

4. No Reposting and/or Redistribution

All forms of reposting, and any sub-licensing, reselling, or other forms of redistribution of IUCN Red List Data in their original format, either whole or in part, alone or combined with other data, including within Derivative Works, are strictly prohibited without the prior written permission of IUCN. You may not repost, or redistribute to any third party, IUCN Red List Data in whole, or in part, by any means, including (but not limited to) electronic formats such as internet postings, web downloads, through web services including utilization of The IUCN Red List APIs, through interactive web maps that grant users download access, KML files or through file transfer protocols, electronic mailing, faxing, archiving in a public data, redistributing via a computer network, digital storage, memory stick or other electronic media or device, except as may otherwise be expressly permitted by IUCN in writing through a formal Waiver. (See section 15 for Definitions of Terms).

If you wish to provide a service through which IUCN Red List Data are otherwise made available for reposting or otherwise made available for redistribution, please contact IUCN directly using the contact details below in section 16.

You agree to direct all requests from third parties for access to the data you obtained from The IUCN Red List to the IUCN Red List Unit at the address stated in section 16.

5. Usage

Provided that any use is otherwise in accordance with the Terms and Conditions of this User Agreement, you are hereby granted a non-transferable license to use, download and print IUCN Red List Data, without requesting prior permission, solely for conservation or education purposes, scientific analyses, and research. Either an electronic copy or two paper copies of all reports, publications or other products published using IUCN Red List Data must be sent, free of charge, to IUCN using the contact details below in section 16.

6. Acknowledgements and Citation

The recipient of the data will provide full acknowledgement and citation (which includes reference to the version of the IUCN Red List Data used) in any materials or publications derived in part or in whole from the data; relevant citation (including version) details are provided with each dataset. For any publications making significant use of the data, IUCN and its partners welcome the opportunity for collaboration, and possible co-authorship, and to comment prior to publication. Expressions of interest can be sent directly to IUCN using the contact details below in section 16.

7. IUCN Red List Updates

Unless required to do so for specific analyses, you should not use any version of the IUCN Red List Data after it has been superseded by a subsequent version. It is your responsibility to check if an update of The IUCN Red List is available.

8. Feedback and Revised Information

In order to keep the IUCN Red List Data up to date, IUCN, the Species Survival Commission and IUCN Red List Partner organizations would welcome feedback on the quality, reliability and accuracy of the data. Such contributions should be free of restrictions, and IUCN commits to provide appropriate acknowledgement and credit for any such contributions. The objective is to improve the IUCN Red List Data for the benefit of the global conservation

community. For information on providing data to IUCN for updating the IUCN Red List Data, please contact IUCN directly using the contact details below in section <u>16</u>.

9. Disclaimer on Frontiers and National Boundaries

The designation of geographical entities on The IUCN Red List do not imply the expression of, or represent, any opinion by IUCN, the Species Survival Commission, or its Partners concerning the legal status of any country, territory or area, or concerning the delimitation of its frontiers or boundaries.

10. Disclaimer of Warranty; Limitations on Liability

NEITHER IUCN OR THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT ACCESS TO AND USE OF THE IUCN RED LIST WILL BE FREE FROM INTERRUPTIONS OR FREE FROM ERRORS, NOR THAT ANY INFORMATION ACCESSIBLE FROM OR RELATED TO THE DATA IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS; NO WARRANTY IS MADE AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE IUCN RED LIST, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE IUCN RED LIST.

THE IUCN RED LIST IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MARCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IUCN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF, OR INABILITY TO USE, THE IUCN RED LIST EVEN IF IUCN WERE PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY YOU OR ANY OTHER PERSON.

You further expressly acknowledge and agree that information, text, graphics, and hyperlinks provided to you through The IUCN Red List and located on other sites throughout the combined global electronic networks known as the Internet and the World-Wide-Web are provided solely as a resource and a convenience to you. Such hyperlinks to other sites are not an endorsement by IUCN of those sites. IUCN makes no warranty, either express or implied, as to the accuracy, reliability, or content of such information, text, graphics, and hyperlinks. IUCN has not tested any software located on other sites and it makes no representation as to the quality, safety, reliability or suitability of such software.

Under no circumstances shall IUCN or their affiliates or licensors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from your use, non-use or reliance upon the IUCN Red List Data, or that result from mistakes, omissions, interruptions, deletions, errors, or defects in the Data, or delays in their operation, transmission or failure of performance.

11. Indemnification

You agree to defend, indemnify and hold IUCN and their affiliates harmless from any and all damages, liabilities, costs and expenses, including attorneys' fees, related to any violation of this User Agreement by you or any authorized users of your IUCN Red List account or IUCN Red List API token(s).

12. Termination

IUCN may terminate this User Agreement at any time, effective immediately, with or without prior notice. Termination of this Agreement automatically terminates your license to use The IUCN Red List or IUCN Red List Data and any content or other material contained therein. The provisions of Sections $\underline{3}$, $\underline{4}$, $\underline{5}$, and $\underline{6}$ shall survive any termination of this User Agreement.

13. Governing Law; Disputes

This User Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute, controversy or claim arising under or pursuant to this User Agreement shall be settled by mutual agreement. If the Parties are unable to reach agreement on any question in dispute, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. The Parties agree to be bound by any arbitration ruling rendered in accordance with the above, as the final adjudication of any such dispute. Nothing contained in or related to this User Agreement shall be deemed a waiver, express or implied, of the privileges and immunities of IUCN.

14. Miscellaneous

The provisions of this User Agreement shall inure to the benefit of IUCN and its third-party content providers and licensors. No waiver by any party hereto of any of the provisions hereof or of any breach or other default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

15. Definitions of Terms

Reposting

Reposting involves publishing IUCN Red List Data in a largely unmodified form, in whole or in part, alone or combined with other data, by any means including (but not limited to) electronic formats such as a website or internet posting. If the data reposted are also made available for download, then the act of downloading falls under *Redistribution*.

Redistribution

Redistribution involves distributing or transmitting IUCN Red List Data to any third party, in whole or in part, by any means including (but not limited to) electronic formats such as web downloads, through web services such as APIs, through interactive web maps that grant users download access, KML files or file transfer protocols, electronic mailing, redistributing via a computer network, digital storage, memory stick, or any other electronic media or device. Sub-licensing and reselling are forms of *Redistribution*.

Commercial Use

Commercial Use means a) any use by, on behalf of, or to inform or assist the activities of, a commercial entity (an entity that operates 'for profit') or b) use by any individual or non-profit entity for the purposes of revenue generation.

Derivative Works (Derivatives)

A *Derivative Work* is a new work that is based upon all, or part, of the IUCN Red List Data. To be considered a *Derivative Work*, the new work must be transformative and include originality on the part of the creator, otherwise it may simply be considered *Reposting* or *Redistribution*, depending on the way the new work is made available.

16. Contact Information

If you have any questions about any of these terms or how they may apply to your intended use of The IUCN Red List and the IUCN Red List Data, please contact the IUCN Red List Unit at:

Red List Unit
Biodiversity Assessment and Knowledge Team
Centre for Science and Knowledge
IUCN
David Attenborough Building
Pembroke Street
Cambridge
CB2 3QZ
United Kingdom

Tel: +44 (0)1223 331178 E-mail: redlist@iucn.org

*17. Summary of Major Changes to the Terms and Conditions of Use

Changes in version 3.1 (June 2024):

Section 16. Contact information updated.

Changes in version 3 (May 2017):

Section 1. Clarification added that IUCN reserves the right to interpret the Terms and Conditions of Use and all the terms contained therein and that the latest version always takes precedent over older versions.

Section 4. Modified to indicate that permission Waivers must now be sought for all Derivatives.

Old Section 5. This was the section on *Derivative Works* which allowed such works to be produced and distributed without prior written consent; that section is now deleted and new text has been added to Section 4 requiring a permission Waiver to be issued for all Derivatives.

Old Sections 6 to 15. Following the deletion of section 5, these sections have been renumbered 5 to 14 respectively.

Section 12. Updated section numbers.

Section 15. New section added with definitions for the terms: Reposting, Redistribution, Commercial Use and Derivative Works.

Section 16. Contact information updated.

Section 17. Addition of new section on major changes.