

## **General (usage) terms and conditions Mangrove Restoration Tracker Tool**

### **1. Parties and definitions**

1. WI: Wetlands International Foundation, registered with the Chamber of Commerce in the Netherlands under number 09099028, located in Ede (Netherlands) at Horapark 9 (6717 LZ), e-mail: [post@wetlands.org](mailto:post@wetlands.org) or [contact@globalmangrovewatch.org](mailto:contact@globalmangrovewatch.org), operator of the Mangrove Restoration Tracker Tool, user of these general terms and conditions.
2. MRTT: Mangrove Restoration Tracker Tool: a web application containing a collection of mangrove restoration data, to be found at 'https://mrtt.globalmangrovewatch.org'.
3. User: a natural person who visits the MRTT web application and/or uses the data to be found thereon and/or implements data in MRTT. The natural person may additionally be a representative of one or more legal entity's and/or organisations/institutions/companies. In this case, that entity is also labelled as User and the conditions in this document apply to that entity.

### **2. Applicability**

1. WI declares these general terms and conditions applicable to the use and edits/additions of MRTT and each offer of WI and, whether or not resulting therefrom, agreements entered into by the parties with each other. To the extent the contents hereof have not been modified or more specific terms and conditions do not apply between the parties, these general terms and conditions shall also apply to future contractual relationships between the parties.
2. Deviations from these terms and conditions shall apply only to the extent expressly agreed to by the parties in writing.
3. General (purchase) conditions of the User are expressly rejected.
4. WI is free to involve third parties in the development and operation of MRTT. Section 7:404 of the Dutch Civil Code is expressly excluded in the agreement. Third parties engaged by WI in the performance of the agreement may also rely on these general terms and conditions.
5. If one or more part(s) of the provisions of these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall remain applicable. Parties will then consult to replace the void or voided provisions to agree new rules, which as much as possible the purpose and intent of the void or voided provisions will be reflected.
6. A legal relationship governed by these terms and conditions is established at the moment User has created an account on the MRTT website. These terms and conditions will then apply inter alia to all use of MRTT and actions that User performs directly and indirectly through this account.

### **3. Account**

1. A natural person is only permitted to create a User account himself/herself with the consent of User's legally valid representative.
2. Each account should describe the person of User. Requested information must be entered truthfully. A User is personally bound by these terms and conditions and its compliance with them. A User may represent one or more organizations/company's/institutions. User is obliged to make this clear to WI. In that case, it is assumed that User is authorized to represent on behalf of this organization/company/institution and, in addition to User, this organization/company/institution is also responsible for correct compliance with these terms and conditions. User guarantees for this.
3. When creating an account, User is not allowed to choose a name that contains a [url] or part of a [url].

4. User is not permitted to create an account and use MRTT as long as he or she is a minor and has not received permission to do so from his or her parents or legal representatives.
5. It is not permitted to provide login credentials to third parties. It is not permitted to use third party login credentials to post or use data/MRTT. User is responsible for any use/acting, with or without User's permission, through User's account. User is obliged to report all unauthorized use of User's account to WI ([contact@globalmangrovetwatch.org](mailto:contact@globalmangrovetwatch.org)) as soon as possible.
6. WI reserves the right to refuse an application for an account or to suspend an existing account after registration, for example, in case of violation of these Terms and Conditions or other reasons of WI. However, WI reserves this right in case the identity of the User's company does not fit within WI's ethics.
7. The User is not permitted to apply for or manage an account (again) after WI has refused a User's application for an account or cancelled an account after registration.
8. WI processes User's personal data necessary to maintain MRTT. By registering for an account, User consents to the processing of his personal data. User may object to the processing of its personal data at any time. The raising of an objection and the consequent cessation of processing by WI gives WI the right to terminate the User's use of MRTT.
9. WI shall not be liable for any costs or damages incurred by the User in connection with the cancellation of an account for any reason.

#### **4. Display and modification of the MRTT web application.**

1. All statements by WI of size, color and other displayed specifications of data in MRTT are indications only. A minor deviation herein can never lead to liability on the part of WI.
2. Manifest misstatements and errors of mistake are never binding on WI.
3. WI reserves the right to change the layout, content, form, display, functionalities, display and format of the MRTT (Application) at any time and at its sole discretion without the User being entitled to compensation.
4. WI makes every effort to keep MRTT online and accessible. However, WI does not guarantee that MRTT will be published uninterrupted, fault-free and/or error-free or that the publications/functions will be accessible at all times. WI is entitled, without prior notice, to take MRTT (temporarily) out of use and/or to limit its use if, in its reasonable opinion, this is desirable, for example in connection with the necessary maintenance of MRTT or in the interest of third parties.

#### **5. MRTT data input by User**

1. User warrants that digitally supplied content/data does not infringe the rights of third parties, is secure and contains no viruses or other harmful content, which may in any way damage the computer systems, computer programs of WI and/or third parties (such as other users of MRTT). WI is in no way liable for the content of the content/data which the User enters in MRTT and/or provides. User indemnifies WI both in and out of court against claims of third parties in connection with the content/data supplied by User.
2. By uploading data to the MRTT, users automatically grant these data a Creative Commons Attribution 4.0 International license, subject to the provisions of these terms and conditions. As such, WI and all visitors and/or users of MRTT may use all content/data and its contents for their own purposes. Upon data upload, the User may also choose to keep the data "Private". In this case, the data will only be accessible and usable by the User, other Users from the organization the data is created under, WI and system administrators. Data can be changed from Private to Public or vice versa.
3. User bears the risk of correct and timely delivery of content/data, regardless of how User delivers it.

4. WI is entitled to refuse, suspend or remove (parts of) supplied content/data for reasons of its own. This can, among other things, occur because of (doubt about) content, nature, purport or form, technical objections, violation of statutory or contractual rules and conditions, or evident conflict with WI's own reasonable interests or those of third parties.
5. Content/data provided by the User is not automatically deleted upon account cancellation. The responsibility for removing content/data or having it removed  
removal of content/data lies with the User. If the User does not remove the content or have it removed, WI shall have a continuing right of use under the same terms and conditions.
6. WI shall have the right to terminate the User's account and delete all submitted data/content if the User has not used their login credentials for twelve (12) months.
7. The data/content provided by User for MRTT must comply with the general rules below: User represents and warrants that he owns all content (including data) he provide to or make available on MRTT, and/or possess all rights in the content necessary to consent to these terms, and that no part of the content will infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party. User represents and warrants that the content will be true, accurate, and complete to the best of his knowledge. User is solely responsible for all his content.

#### **6. Data output and use of MRTT data by User**

1. All MRTT data/content is provided 'as is' and 'as available' and 'as provided by third parties. WI does not guarantee the correctness and quality of the data/content of MRTT. WI is in no way liable for the content of data/content and the use thereof in any sense. WI is in no way liable for any damage resulting from the (temporary) unavailability or use of the data/content of MRTT. The user must always further verify data/content from MRTT
2. Use of data/content from MRTT is at all times entirely at the User's own risk. WI does not take any responsibility for this. WI is expressly not a party to (legal) acts by, from or with the User and/or third parties with regard to the data/content of MRTT. Disputes arising from this must be resolved by the parties themselves. WI does not play any role in this.
3. The User guarantees that it uses (the content/data of) MRTT and all related products, services and documentation in accordance with all applicable laws and regulations, such as in the field of intellectual property and privacy protection, and is at all times solely responsible for this.
4. The User may only use the content/data of MRTT for the purpose for which MRTT is operated, namely to support mangrove restoration practitioners and to allow mangrove restoration scientists to efficiently collect mangrove restoration monitoring data
5. The user may only use the name and logo of MRTT after permission from WI and in connection with the correct use of the data/content of MRTT. WI has the right to revoke this right of use at any time, without giving reasons.
6. WI may attach certain additional terms to the use of certain content/data from MRTT, which may change from time to time. To be able to use MRTT data/content, the User must comply with these conditions at all times. Certain content/data may have a limited license for use or specific conditions attached. User should always carefully read and adhere to all terms and conditions.
7. WI has the right to deny access to the account and/or to terminate/dissolve the use of MRTT by the User with immediate effect for the future by means of a written notification without (further) prior notice of default and without any right to compensation if :
  - a) At any time it appears that the User has provided incorrect information or has misled WI in any other way, such as with regard to the User's business operations.
  - b) User violates these or other applicable terms and conditions.

c) If WI has doubts about the integrity, reliability of (personnel of) the User or the quality or correctness of the content/data supplied by him. The latter will in any event occur if WI receives a complaint about the User.

8. WI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently MRTT, in whole or in part, or the access from User thereto, with or without notice. WI may terminate Users access to MRTT at any time.

## **7. Liability**

1. WI is in no way liable for any damage resulting from the use or interpretation of the data/content of MRTT.

2. In principle, WI does not censor/filter when publishing data/content provided by third parties/users for MRTT and is in principle not active in screening this data/content or the entity of these third parties/users. The User accepts all risks associated with all use of the data/content of MRTT and/or contacts with third parties that are established via the MRTT website. The user is obliged to independently verify all published data/content.

3. In the event of any shortcomings / liability, WI is only obliged to adjust the data / content, by its best effort without being obliged to pay any compensation to the User.

4. Should WI be immediately liable towards the User, this liability will at all times be limited to the amount covered by the professional or business liability insurance taken out by WI, but at all times up to € 5,000.

5. Liability of WI does not at all times extend to consequential damage and, except in the event of intent or gross negligence, also not to property damage, immaterial damage or loss of profit.

## **8. Other**

1. WI is authorized to transfer its rights and obligations of its legal relationship with User as regulated by these terms and conditions to a third party. The User is only authorized to transfer its rights and obligations to a third party with written permission from WI.

2. WI may, in its sole discretion, modify all or any portions of this conditions at any time. WI will notify you of any changes by posting notice of such modifications in the terms of service or sending notice via e-mail, or other means. The further use by the User of MRTT after publication of the amended conditions implies acceptance thereof.

3. Dutch law applies exclusively to this and other legal relationships (contractual and non-contractual) applicable between the parties.

4. In the event that a dispute arises from the legal relationship between the parties, the exclusive and absolute competent court is the court in the district in which the municipality in which the head office of WI in the Netherlands is located is subject.