

TERMS OF USE FOR WILDLIFE INSIGHTS SERVICE

These Terms of Use set forth the terms and conditions under which you or the entity or organization you represent (collectively “you” or “your”) may use the Wildlife Insights web site and platform (collectively the “Service”) located at <https://wildlifeinsights.org>. Wildlife Insights (“WI”) is a network of institutions and individuals who support the mission of the Service. WI is led by its core members, who are listed at <https://wildlifeinsights.org/about> (the “WI Core Members”). The Service is operated by the North Carolina Museum of Natural Sciences with administrative support from its affiliated entity Friends of the North Carolina Museum of Natural Sciences (“NCMNS”, “we” or “our”), a WI Core Member, acting on behalf of all the WI Core Members*.

The Service and all data, information and other content on or submitted to the Service (collectively “Content”) are owned by NCMNS on behalf of the WI Core Members. All copyrights, trademarks, patents and other proprietary rights associated with the Service are owned by the Smithsonian (“SI”), except for any (i) ownership of Service components by WI Core Members (including Core Members’ own trademarks and other intellectual property) and (ii) ownership by users of the Service, as set forth in these Terms of Use, of Content submitted to the Service by such users (“User Content”). By registering on the Service, using the Service, accessing the Service, submitting Content to the Service or to NCMNS in connection with the Service, or downloading other User Content you agree to be bound by these Terms of Use.

***In these Terms of Use every time, unless otherwise stated, there is a reference to NCMNS it should be read as being to NCMNS, acting on behalf of all the WI Core Members.**

1. MISSION OF THE SERVICE

WI’s network of institutions and individuals share an interest in long-term preservation of digital images or other recordings from in situ sensors of animals and their associated metadata representing the diversity of non-human life on Earth.

The core purpose and mission of WI is to provide an open access platform where global wildlife data can be aggregated, managed, analyzed and shared to enable evidence-based conservation, provide data management and generate indicators, insights and visualizations to implement conservation action.

WI enables the aggregation of wildlife data, promotes standardized protocols and best practices, uses and develops innovative technology, provides data management and indicators, and generates insights and visualizations for conservation action on an accessible data platform. The ultimate goal of WI is to develop large-scale analyses to monitor the health of wildlife populations at local to global scales.

WI recognizes the power of camera trap sampling, and other in situ sensors, to collect data on the distribution and abundance of a broad range of terrestrial and semi-terrestrial birds and mammals, often beyond the goals and objectives of a single research project and to use that data in a variety of ways for a variety of purposes for a diverse group of users.

User agrees to use the Service, in a manner consistent with the Wildlife Insights mission.

2. TERMINOLOGY

- A. **“User”**: To be a User, you must register by creating a password-protected account on the Service or using an authentication provider recognized by the Service. You will promptly notify NCMNS if you become aware of any actual or probable unauthorized use of or access to the Service.
- B. **“Organization”**: A private, institutional, governmental or other entity or organization that is registered on the Service and with which a User is affiliated. Each User must be affiliated with at least one Organization. Each Organization must designate at least one individual User as its account owner (“Organization Owner”), who manages Users and Projects (as defined below) within that Organization. If you are not affiliated with an Organization, you may establish and affiliate with a one-person Organization for the purpose of managing your Projects on the Service.
- C. **“Initiative”**: A group of Organizations sharing User Content on the Service in furtherance of a common objective. WI and the WI Core Members (including NCMNS) will not be parties to any agreement between Organizations to form or govern an Initiative unless WI or the WI Core Member, as applicable, executes a written instrument making it a party thereto, without which you will not purport to create any obligations of WI or the WI Core Members in any such agreements.
- D. **“Project”**: A study that collects data and that has a certain objective and defined terms.
- E. **“Deployment”**: A unique placement of a data sensor in space and time, done as part of a Project.

3. RESTRICTIONS ON YOUR USE OF THE SERVICE

You will not:

- A. Post or transmit any Content on or to the Service that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, or violates any other person’s copyrights, privacy rights, trademarks, trade secrets or any other intellectual property rights, or rights in any confidential information.
- B. Post or transmit any Content on or to the Service that is detrimental to, inconsistent with or outside the scope of mission of the Service as described in these Terms of Use.
- C. Post or transmit any Content on, to or from the Service, or use the Service, with the intent to threaten the safety of others or with the effect of causing a reasonable person to perceive a threat to his or her safety.
- D. Change, modify, alter or tamper with the Service’s software, appearance or

functionality.

- E. Interfere with others' use of the Service or disrupt the normal flow or use of the Service, including but not limited to, by posting or transmitting any virus, infection, contamination or destructive file which causes the Service to become inaccessible, inoperable, contaminated or damaged.

4. **PRIVACY POLICY**

All User Content will be used by NCMNS only as described in these Terms of Use, and as further described in the Wildlife Insights Privacy Policy located at <https://wildlifeinsights.org/privacy-policy> (the "Privacy Policy"). Your use of the Service constitutes your acceptance of and agreement to the Privacy Policy.

5. **CATEGORIES OF CONTENT**

The Service accepts or makes available the following categories of Content:

- A. **"Recorded Data"**: A data file of some known file type that consists of images, videos and acoustic or other recordings captured from *in situ* data sensors (e.g. camera traps).
- B. **"Metadata"**: Descriptive information relating to:
 - 1) A Project, including Project name, objectives, lead Organization, methodology and Project administrator contact information ("Project Metadata");
 - 2) The Deployment and use of a sensor to capture Recorded Data, including location, methodology, sensor device and local environmental, socio-ecological or other conditions ("Deployment Metadata");
 - 3) The animal species and other objects identified in Recorded Data ("Identification Metadata"); or
 - 4) Any other metadata that is associated with Recorded Data that does not include the entire binary or other file type that encompasses the Recorded Data.

Metadata may be in the same electronic file as the item or matter to which it relates, or in a separate file.

- C. **"Derived Products"**: Aggregations of data, summary statistics and other information products such as charts, graphs and maps derived through the use of Data available on the Service and compiled and uploaded to the Service by NCMNS or a WI Core Member.
- D. **"Other Content"**: All other forms of Content. Examples include User communications submitted to any discussion forums on the Service, User email addresses submitted to

the Service or to NCMNS in connection with the Service during account registration and not published on the Service and Content posted on the Service by that does not fall within clauses (A)-(C) above.

Recorded Data, Metadata and Derived Products are referred to collectively as “Data”. Data that you submit or make available to the Service is referred to as “Your Data”. Other Content that you submit or make available to the Service is referred to as “Your Other Content”. Your Data and Your Other Content are referred to collectively as “Your Content”.

For accuracy, completeness, quality issues or for any other reason, NCMNS may communicate with you to verify and validate your Data.

6. SUBMISSION OF DATA TO THE SERVICE BY YOU

You may submit, make available, manage, use and share Your Data on the Service. NCMNS will use Your Data only as necessary or appropriate for the operation of the Service as described herein. Where this Section 6 requires attribution of Your Data to you (“Attribution”), such Attribution will be as described at <https://wildlifeinsights.org/faq>. With respect to Your Data as submitted to the Service, you agree as follows:

A. Representations, Warranties and Standards.

You represent and warrant:

- 1) Ownership. You own Your Data or possess all license rights in Your Data as are necessary for you to submit Your Data to the Service for use in accordance with these Terms of Use. You retain these rights in Your Data, subject to NCMNS’s right to use Your Data as described herein.
- 2) Data Protection. Personal Data (as defined under the General Data Protection Regulations (“GDPR”)) posted by you is gathered and shared only in full compliance with the General Data Protection Regulations, and other laws consistent with the principles of GDPR, including the obligation to inform individuals that their data will be used in the ways specified in these terms and the Privacy Policy.
- 3) Accuracy and Completeness. To the best of your knowledge, Your Data is true, accurate, unedited and complete, with no data subsets deleted, withheld or obfuscated, except for obfuscation (but not deletion or withholding) of any images of humans that NCMNS would have the right to obfuscate under Section 6(C)(2) hereof.
- 4) No Viruses, etc. To the best of your knowledge, nothing in Your Data or its mode or medium of transmission contains any virus, time bomb, worm, lock, drop-dead device, Trojan horse, trap door, malware or other similar component of software or electronically stored information that is intended to (a) damage, destroy, alter or adversely affect the operation of the Service, or any other software, firmware,

hardware or service in connection with which Your Data is used; or (b) reveal, damage or alter any other Content.

- 5) Minimum Metadata. You must provide certain minimum Metadata with Your Data for purposes of accurate identification, Attribution and restrictions on use. The standards for such minimum Metadata are described at <https://wildlifeinsights.org/standards>.

B. Grant of License.

Noting that you own Your Data, you grant NCMNS and other Users rights in accordance with one of the following licenses that you choose only when Your Data becomes publicly available on the Service:

- The Creative Commons Attribution-NonCommercial 4.0 International license (“CC BY-NC”), the full text of which is available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode>;
- The Creative Commons Attribution 4.0 International license (“CC BY”), the full text of which is available at <https://creativecommons.org/licenses/by/4.0/legalcode>; or
- The Creative Commons CC0 1.0 Universal Public Domain Dedication (“CC0”), the full text of which is available at <https://creativecommons.org/publicdomain/zero/1.0/legalcode>.

For each Project that you submit to the Service or to NCMNS in connection with the Service, you will be prompted to separately designate one of the foregoing licenses with respect to the **Recorded Data**.

With respect to the **Metadata** in such Project (taken as a whole), you will be prompted to designate only either the CC BY or the CC0.

You agree to use the Data of other Users only in accordance with the license that was designated for the applicable Data by the User.

Irrespective of the specific Creative Commons license designated for Your Data, you grant NCMNS a license, on a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual basis, to:

- 1) Use Your Data, alone or with third-party sub-licensees, to develop or improve computer vision (“CV”) models for the purpose of advancing technology related to conservation, including training relating to the use of such models. In the case of such uses with a third-party sub-licensee, the sub-licensee will be authorized to use Your Data only for such purpose;
- 2) Use Your Data to:
 - (a) Develop Derived Products;

- (b) Make such Derived Products publicly available on the Service;
 - (c) Use such Derived Products in other online or electronic forums, in in-person or webcasted conservation information presentations and in peer review and other publications; and
 - (d) Sub-license all of the rights described in clauses (a) to (c) above to the WI Core Members for their own separate uses as also described in such clauses (a) to (c).
- 3) Place samples of Your Data on the Service in sections outside your Project, outside the Service in NCMNS 's publicity materials for the Service and on NCMNS 's social media accounts for the Service;
 - 4) Maintain non-public back-up copies of Your Data.

All uses of Your Data described in this clause will be with Attribution to you. The rights above include a license for the WI Core Members to use your and your Organization's names to provide such Attribution to you.

For any Derived Product that NCMNS or a WI Core Member uploads to the Service, NCMNS or such WI Core Member will designate a license that is the most restrictive from among the licenses (CC BY-NC, CC BY or CC0) applicable to the underlying Data within the Derived Product; provided, however, that if the Derived Product includes information not already on the Service that is subject to a license more restrictive than the one(s) to which the underlying Service Data is subject, NCMNS or such WI Core Member will describe such more restrictive license and designate the entire Derived Product as subject to it. Your representations under Section 6 include a representation that you have the right to authorize NCMNS to use Your Data as described in clauses 6(B). All of NCMNS 's rights under this Section 6(B) include the survival of such rights after your User account is terminated by you or NCMNS as described in Sections 15(C).

C. Sensitive Data.

- 1) Public Availability. If NCMNS believes that Your Data is or contains sensitive information as described below ("Sensitive Data"), NCMNS may withhold such Data from general publication on the Service. CV-based image identification may be available on the Service to attempt to identify Sensitive Data, but it is your responsibility to confirm, correct or add to any such CV identification prior to publication of Your Data on the Service.
- 2) Humans. Still, video and other images of or containing humans within Recorded Data is considered Sensitive Data. Unless a User incorrectly or inadvertently tags an image of a human as non-human, through no fault of NCMNS, NCMNS will not make such images of humans within Recorded Data public on the Service. You may store and analyze such images of humans on non-public segments of the Service. You may also have a right to have images of humans within your Recorded Data deleted from the Service under Section 9(C).

- 3) At-Risk Species. Geographic location data in Recorded Data and Metadata relating to certain at-risk species is considered Sensitive Data. A list of such species, as designated by NCMNS and updated from time to time, is found at <https://wildlifeinsights.org/sensitive-species>. For the protection of such species, NCMNS will deploy tools in an effort to strip or obscure such location data in Recorded Data and in Metadata, prior to making the applicable Recorded Data or Metadata available for public view on the Service. If geographic location data relating to such species is found in any Recorded Data or Metadata, the geographic location data relating to such species may be stripped or obscured in this manner from all Recorded Data and Metadata in the same Deployment (including Recorded Data and Metadata in such Deployment that came from Users other than the one providing the Recorded Data and Metadata in such Deployment). You must provide the Service with all true geographic location data, however, prior to any such stripping or obscuring by NCMNS. The Data, as so adjusted, will be made available publicly on the Service, but Recorded Data will be associated only with its Project and stripped or obscured geographic location data. You may also request additional at-risk species to have geographic location data stripped or obscured from Your Data on the Service in the foregoing manner, which request NCMNS may grant or deny in our discretion.
- 4) Specific Grants of Access to Sensitive Data. You may grant access to Sensitive Data within Your Data to a limited number of Users you specifically identify on a case-by-case basis. It remains your responsibility, however, to ensure that such permission accords with applicable law, any rights of affected third parties, these Terms of Use and the mission of the Service as expressed herein.
- 5) Additional Rules for Sensitive Data. NCMNS may use Sensitive Data in the manner described in this section provided, however, that such use will not identifiably expose such Sensitive Data.

D. Embargoed Data.

- 1) Embargo of Data. If you are actively collecting Data as part of a Project, you may choose an embargo of such Project for a period that you designate (the “Embargo Period”). If you choose an embargo of a Project, the Recorded Data, Deployment Metadata and Identification Metadata in such Project (collectively “Embargoed Data”) will not be available to other Users on the Service except as described in this Section 6(D). Any embargo you choose of a Project will not apply to the Project Metadata therein.
- 2) Embargo Period. The Embargo Period may not exceed 48 months. The Embargo Period is measured separately for each Deployment in a Project, beginning on the date the applicable Deployment is entered into the Service and ending on the date the designated Embargo Period for such Deployment has passed. Such end date is the same for all Embargoed Data in such Deployment, irrespective of when the Embargoed Data was entered into the Service.

- 3) Specific Grants of Access to Embargoed Data. You may grant access to Embargoed Data within Your Data to a limited number of Users you specifically identify on a case-by-case basis. It remains your responsibility, however, to ensure that such permission accords with applicable law, any rights of affected third parties, these Terms of Use and the mission of the Service as expressed herein.
- 4) Additional Rules for Embargoed Data. NCMNS may use Embargoed Data provided, however, that (a) such use will not expose such Embargoed Data; and (b) use of Derived Products including by WI Core Members will not, without your specific consent, include making a Derived Product available to peer review publications.

7. USE OF OTHERS' DATA BY YOU

You agree to use the Data of other Users only in accordance with the license, as indicated on the Service, that was designated for the applicable Data by the User who submitted the Data to the Service, and otherwise in accordance with these Terms of Use.

8. ADDITIONAL RULES RELATING TO CONTENT

- A. Submission of Your Other Content to the Service.** For all Other Content you submit or make available to the Service or to NCMNS in connection with the Service, (1) you make the same representations and warranties as are described for Data submitted to the Service in Sections 6(A)(1)-(3) hereof; and (2) you grant NCMNS a royalty-free, non-exclusive, worldwide, perpetual, sub-licensable right, but not the obligation, to reproduce, publish, distribute, process and otherwise use such Other Content in any manner permitted under the Privacy Policy and applicable law and not expressly prohibited by these Terms of Use.
- B. Postings on Social Media Accounts.** If any of Your Content is posted on 's social media accounts for the Service as permitted under these Terms of Use, the use thereon will be governed by the terms, conditions and privacy policies of the respective social media platforms.

9. REMOVAL OF YOUR CONTENT

The Service provides the following options for removal of Your Content: (A) the Service provides a brief time window for removal of inadvertent submissions; (B) a request is made from our "Contact Us" page at <https://wildlifeinsights.org/contact> or made by email to info@wildlifeinsights.org; (C) such Content is an image of a human within your Recorded Data and you give NCMNS an instruction, in a similar manner, to delete such image from the Service; (D) you may request WI to remove Your Data from public access and give WI the right to continue to use it for CV and global analytics purposes; or (E) you have a right to have such Content removed under the Privacy Policy or applicable law. NCMNS may

remove Your Content from the Service, or obscure it from public view thereon, with or without a request from you, at any time in our discretion.

10. PROTECTION OF THE SERVICE AND CONTENT

A. Prevention of Misuse. NCMNS may take appropriate action, in our discretion, to (1) prevent misuse of the Service; (2) terminate the dissemination of Content that may be abusive, destructive, harmful or threatening to the safety or rights of NCMNS, the WI Members, other Users or third parties; (3) comply with applicable law; or (4) assure compliance with these Terms of Use.

B. Takedowns.

NCMNS respects the intellectual property of others, and we ask Users to do the same. If you believe in good faith that Content you own or to which you have an exclusive right has been copied and made accessible in a manner that violates your intellectual property rights, you may request a takedown of the Content in question by providing NCMNS's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Wildlife Insights web site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

NCMNS's Copyright Agent for claims of copyright or other intellectual property infringement can be reached as follows:

By mail: _____

By phone: _____

By email: [_____](mailto:copyright@wildlifeinsights.org)

11. USE OF THIRD PARTIES BY NCMNS

NCMNS may perform certain operations of the Service through third-party providers, including WI Members serving in that capacity. NCMNS may also delegate some Service operations to other WI Members. In all of these cases, however, the third-party provider or other WI Member will use and have access to Your Data only as necessary or appropriate to perform its specific function within the parameters of these Terms of Use and the Privacy Policy.

12. DISCLAIMERS AND LIMITATIONS

THE SERVICE IS PROVIDED BY NCMNS "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NCMNS AND THE OTHER WI MEMBERS WILL HAVE NO LIABILITY RELATED TO THE SERVICE OR THE CONTENT UNDER INTELLECTUAL PROPERTY, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. NCMNS DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF THE SERVICE OR OF ANY CONTENT. NCMNS DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT THE CONTENT IS ACCURATE, COMPLETE, RELIABLE OR CORRECT; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NCMNS MAKES NO REPRESENTATION THAT THE SERVICE IS APPROPRIATE OR WILL BE AVAILABLE FOR USE AT ALL TIMES OR LOCATIONS. ACCESS TO THE SERVICE FROM TERRITORIES WHERE ITS USE IS ILLEGAL IS PROHIBITED.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL NCMNS, ANY OTHER WI MEMBER OR ANY DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS OF ANY THEREOF BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, CONTENT, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF NCMNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH (A) THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE; (B) THE STATEMENTS OR ACTIONS OF ANY USER OR THIRD PARTY ON OR VIA THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF CONTENT; (D) ANY CONTENT OR OTHER INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED; (E) ANY FAILURE TO STORE OR LOSS OF DATA OR CONTENT; AND (F) ANY SERVICES THAT ARE TERMINATED, DELAYED OR INTERRUPTED. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THIS SECTION 13 SHALL BE INAPPLICABLE TO ANY GOVERNMENTAL USER WHERE APPLICABILITY OF SUCH PROVISION TO SUCH USER IS PROHIBITED BY LAW OR REGULATION, EXCLUDING CONFLICT OF LAW

PRINCIPLES, OF THE UNITED STATES OR ANY STATE THEREOF.

14. RELEASE AND INDEMNIFICATION

You hereby release NCMNS, the other WI Members and the directors, trustees, officers, employees, independent contractors and agents of all thereof (collectively "Indemnitees") from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your access to or use of the Service. To the fullest extent permitted by law, you agree to indemnify, defend and hold the Indemnitees harmless from any and all third-party claims, including reasonable attorneys' fees, due to or arising from (A) your access to or use of the Service; (B) your violation of these Terms of Use; (C) Your Content, including another User's or any third party's use of Your Content and any reliance such other User or third party may make on the lawfulness, accuracy, completeness or usefulness of Your Content; (D) Content that you access or use on or via the Service, including any reliance you may make on the lawfulness, accuracy, completeness or usefulness thereof; or (E) your infringement or violation of any other User's or any third party's copyright, trademark, other proprietary right, privacy right or publicity right, and any libel or violation of applicable law by you in connection with the Service or these Terms of Use. Notwithstanding the foregoing, the provisions of this Section 14 shall be inapplicable to any governmental User where applicability of such provision to such User is prohibited by law or regulation, excluding conflict of law principles, of the United States or any State thereof.

15. TERMINATION

- A. Termination by NCMNS .** NCMNS may, in its discretion, at any time, terminate, discontinue, suspend or modify, temporarily or permanently, the Service, your Service account or your access to or use of the Service or its Content or services, in whole or in part, with or without notice, with or without cause, without liability to NCMNS..
- B. Termination by You.** You may terminate your Service account or your access to or use of the Service or its Content or services at any time by following the termination process set out in the Service.
- C. Procedures Upon Termination of Your Account.**
 - 1) Reassignment of Control of Your Data. For each Organization with which you are affiliated on the Service, (a) if you are not the Organization Owner, control of Your Data under these Terms of Use will be reassigned to the Organization Owner; or (b) if you are the Organization Owner, you will be prompted during the termination process to appoint a new Organization Owner who will be assigned control of Your Data under these Terms of Use.
 - 2) Removal of Your Data. You will be prompted to download a copy of Your Data. However, you may not remove Your Data from the Service except as described in Section 9.

- 3) **Continued Access to Your Data.** Your Data will remain on the Service after termination of your account, until removed by NCMNS or otherwise as described in these Terms of Use. Your Data that is public on the Service at the time your account is terminated will continue to be accessible to NCMNS and other Users. Your Data that is not public on the Service at the time your account is terminated will continue to be accessible as described.

D. Termination of the Service. In the event that WI terminates the Service, NCMNS will provide 90 days' direct notice to you. All perpetual licenses granted by you prior to the date of termination shall survive such termination, including all sub-licensing rights thereunder.

E. Procedures Upon Termination of Organization Account. If an Organization with which you are affiliated on the Service terminates its account, control of Your Data under these Terms of Use will automatically be reassigned to NCMNS. Subject to the foregoing, for Projects in which such Organization was part of an Initiative, the remaining Organizations in such Initiative will retain their roles as members of such Initiative.

16. COMPLIANCE WITH APPLICABLE LAWS INCLUDING US EXPORT AND IMPORT CONTROLS¹

17. OTHER TERMS

A. Governing Law and Dispute Resolution. The laws of North Carolina, excluding its conflict of law provisions, govern any dispute concerning NCMNS, the Service, any Content (including but not limited to Your Content), the Privacy Policy or these Terms of Use. NCMNS may seek equitable or injunctive relief in any jurisdiction in the world. The provisions of this Section 17(A) shall be inapplicable to any governmental entity where applicability of such provision is prohibited by law or regulations, excluding conflict of law principles, of the United States or any State thereof.

B. Survival. The provisions of these Terms of Use which by their nature should survive termination will survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnities and limitations of liability.

C. Registrations. NCMNS has the right, in our sole discretion, to accept or reject any

¹ The Service may be subject to export, re-export and import control laws and regulations, including but not limited to the Export Administration Regulations maintained by the United States Department of Commerce, the trade and economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control and the International Traffic in Arms Regulations maintained by the U.S. Department of State. Without limitation to any geographical restrictions on the use of the Service as set forth in these Terms of Use, you warrant that you are not (1) located, and will not use the Service, in Cuba, Iran, North Korea, Sudan, Syria or any other location for which such use is prohibited by applicable export control laws or (2) a "denied party" as specified in the regulations listed above.

You agree to comply with all applicable export, re-export and import control laws and regulations. Specifically, you agree that you will not directly or indirectly sell, export, re-export, transfer, divert, import or otherwise dispose of any products, software or technology (including products derived from or based on such technology) received from or through NCMNS or the Service to any destination, entity or person prohibited by the laws or regulations of the United States or any other applicable jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These export/import control provisions shall survive termination of your Service account or your use of the Service.

application for registration on the Service as a User or Organization.

- D. Amendments and Updates.** NCMNS may amend or update all or any portion of these Terms of Use at any time. Please check the Service periodically for possible amendments or updates. If we make material revisions, we will post an announcement on the Service or inform you in an email. The current version of the Terms of Use, with the date of last revision, can be found at <https://wildlifeinsights.org/terms-of-use>. Your continued use of the Service following such notice will be deemed your acceptance of the revision.
- E. Fees and Charges.** Revenue generated by Wildlife Insights may be used to support Wildlife Insights staff, build, deploy and maintain WI technology and to provide products and services for Wildlife Insights users. NCMNS will not impose a fee on you for your use of the Service or any advanced functionalities relating thereto unless you specifically agree to such a fee in (1) your Service registration process; (2) communications with NCMNS through the Service; or (3) a separate written agreement with NCMNS .
- F. Age Requirement.** The Service is intended for use by individuals age 13 or over. The Service may not be used, and no registration with the Service may be made, by anyone under age 13. By using the Service, you represent that you are at least 13 years old and, if you are under the age of majority where you live, your use is supervised by a parent or legal guardian.
- G. Links to and Interactions with Third-Party Web Sites or Services.** The Service may include links to, or may interact with, third-party web sites or services. Any such links or interactions are provided only as a convenience and do not imply endorsement of such sites or services. NCMNS is not responsible for the privacy, information or other practices of any third parties operating web sites or services to which the Service links or with which the Service interacts. If NCMNS is itself the owner or operator of any such web site or service in its individual capacity (as opposed to in its capacity as a WI Core Member), then NCMNS is responsible for such privacy, information and other practices solely in its individual capacity.
- H. Reservation of Rights.** All rights not expressly granted to you by these Terms of Use are reserved by NCMNS .
- I. Notices and Other Communications.** You consent to receive notices and other communications from NCMNS , and from other Users, via notification on the Service or via the email address you have submitted to the Service. Notices and other communications from you to NCMNS must be sent in English from our “Contact Us” page at <https://wildlifeinsights.org/contact> or by email in English to info@wildlifeinsights.org.

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Date of last revision of these Terms of Use: May __, 2023

PRIVACY POLICY FOR WILDLIFE INSIGHTS SERVICE

This Privacy Policy describes how the information that you or the entity or organization you represent (collectively “you” or “your”) provide or make available to the Wildlife Insights web site and platform (collectively the “Service”) located at <https://wildlifeinsights.org> will be treated. Wildlife Insights (“WI”) is a network of institutions and individuals who support the mission of the Service. WI is led by its core members, who are listed at <https://wildlifeinsights.org/about> (the “WI Core Members”), The Service is operated by the North Carolina Museum of Natural Sciences with administrative support of its affiliated entity, Friends of the North Carolina Museum of Natural Sciences (“NCMNS”, “we” or “our”), a WI Core Member, on behalf of all the WI Core Members*. This Privacy Policy, along with the Wildlife Insights Terms of Use located at <https://wildlifeinsights.org/terms-of-use> (the “Terms of Use”), applies to end users of the Service (“Users”) who use or access the Service from any location from which such use or access is authorized under the Terms of Use. By registering on the Service, using the Service, accessing the Service or any data, information or other content thereon (collectively “Content”) or submitting Content to the Service, you agree to be bound by this Privacy Policy.

***In this Privacy Policy, every time, unless otherwise stated, there is a reference to NCMNS it should be read as being to NCMNS, acting on behalf of all the WI Core Members.**

1. PROCESSING OF PERSONAL INFORMATION

A. Personal Information we collect

Personal information means any information about a living individual from which that individual can be identified. It does not include data where the identity has been removed (anonymous data). All personally identifiable information about you is referred to in this Privacy Policy as “Personal Information”. If you wish to use the Service, you must register and, in doing so, provide Personal Information about yourself. This may include your name, email address, location, age, username, password and password recovery identification information selected by you.

We will also collect information about the computer or device you use to access the Service, including location data such as GPS data and mapped WiFi access points, IP addresses, browsers or hardware or software types and versions, and use such data to provide and personalize the Service to you. Additionally, we may collect, process and use your computer or device content, metadata and connection data as necessary to provide the Service to you, to detect, contain and rectify errors or faults on your computer, device or communication network or to discover, investigate or prevent fraud or criminality.

We may use and process your Personal Information only as described in this Privacy Policy.

B. Use of your Personal Information

We will use your Personal Information to provide the Service to you, including personalization of the Service for you, and to communicate with you. We will make your name and email address available to other Users to facilitate communication among Users. We will share your Personal Information in other manners or with other parties only as set forth in this Privacy Policy. If we wish to share your Personal Information with others for any other reason or in any manner not authorized under this Privacy Policy, we will first request and obtain your separate consent.

We will use your Personal Information as described above on lawful bases, including for the legitimate purposes outlined above, and on the basis of your consent, which you have provided us by registering on the Service. Our processing of your Personal Information as described does not outweigh your rights and freedoms and you have the right at any time to withdraw your consent.

As described in the Terms of Use, we may use third-party service providers, to help us operate the Service. In the case of all such service providers, we will require the provider to agree to adhere to this Privacy Policy regarding any Personal Information it obtains from you.

We may disclose your Personal Information as required by law, such as to comply with a subpoena or other judicial, legislative or administrative process, in response to a government request for information or if we believe that disclosure is necessary or appropriate to protect our rights, protect your safety or the safety of others, protect our operations or security or investigate or report fraud or criminality relating to NCMNS or to the Service or its mission. In the event of a merger, acquisition or sale of all or a portion of NCMNS or the Service or the replacement of NCMNS as the operator of the Service on behalf of the WI Core Members, we may transfer Personal Information to the successor organization, in which case we will announce the event on the Service, as well as describe any choices you may have regarding your Personal Information. We will not give or sell your email address to any persons or entities other than as described in this Privacy Policy.

C. The use of cookies or other technologies in connection with Personal Information

We will place our “cookies” on your device to digitally personalize your Service use. Cookies track your preferences, login credentials and traffic and browsing patterns, and may be permanent or temporary. We may also use other technologies (e.g. web beacons) to track your use of the Service. We will not share any Personal Information we obtain via cookies other than as described in this Privacy Policy. You are not required to accept our cookies, and you can change your computer, device or browser settings to disable them, but functionality of the Service may be limited if you do not accept our cookies.

2. PROCESSING OF NON-PERSONAL INFORMATION

A. Non-personal information the Service collects

We collect all of the wildlife monitoring and other data that you submit or make available to the Service during your use of the Service but that is not Personal Information, including the specific pages, features or Content you access within the Service, the length of time you use specific Service features and the third-party web pages or applications from which you are referred to the Service (collectively “Non-Personal Information”).

B. Your Non-Personal Information

We may process, reproduce, translate and otherwise use your Non-Personal Information for the purpose of administering the Service, providing the Service to you, customizing your Service use experience, analyzing the use of the Service, maintaining the security of the Service and improving or updating the Service. We may combine your Non-Personal Information with other information and use such information in combined form, but in all cases only as described in this Privacy Policy and the Terms of Use. As authorized under the Terms of Use, we may use your Non-Personal Information, alone or with third-party sub-licensees, to develop or improve computer vision models for the purpose of advancing technology related to conservation, including training relating to the use of such models. In the case of such uses with a third-party sub-licensee, the sub-licensee will be authorized to use your information only for such purpose.

C. Web site and other analytics within the Service

We may perform analytics regarding the use of the Service, to improve the performance of the Service and to troubleshoot problems. If we perform such analytics through the use of third-party sub-licensees (e.g. Google Analytics), the sub-licensee will be authorized to use your information only for such purpose.

3. MANAGEMENT AND PROTECTION OF INFORMATION

A. Protecting Personal Information

We maintain appropriate and reasonable administrative, physical, and technical measures to protect your Personal Information. We restrict access to only those persons who need to know the Personal Information in question to provide the Service to you and any other persons that you have authorized to have access to your Personal Information. We use Secure Sockets Layer (“SSL”) encryption on all Service web pages where Personal Information is collected. You must use an SSL-enabled browser (e.g. Internet Explorer, Safari, Firefox or Chrome) or device to submit Personal Information to the Service or to NCMNS via the web.

The internet is a global environment. By using the Service, you consent to trans- border and international transmissions of your Personal Information to servers located anywhere in the world, including but not limited to the United States.

B. Third-party postings and links

As authorized under the Terms of Use, NCMNS may post Content you submit to the Service to social media accounts for the Service. Your Personal Information will not be posted by NCMNS to social media accounts for the Service. If other Content you submit to the Service is posted by NCMNS to social media accounts for the Service, the use of such Content thereon will be governed by the terms, conditions and privacy policies of the respective social media platforms.

The Service may include links to, or may interact with, third-party web sites or services. Any such links or interactions are provided only as a convenience and do not imply endorsement of such sites or services. NCMNS is not responsible for the privacy, information or other practices of any third parties operating web sites or services to which the Service links or with which the Service interacts.

C. Retaining your information

We delete your Personal Information and Non-Personal Information as soon as the information is no longer necessary to fulfil the purposes for which it was collected, unless we retain the information to comply with applicable law or retain a copy of the information following disclosure of it as permitted under Section 1(B) hereof. Except for Personal Information we retain for the foregoing reasons, we will delete your Personal Information upon your request made on our “Contact Us” page at <https://wildlifeinsights.org/contact> or via email to info@wildlifeinsights.org. Please note that, as described in the Terms of Use, fulfilling the purposes for which your information was collected may include retention and certain uses of such information even after your User account is terminated.

4. DO NOT TRACK SIGNALS

NCMNS does not track Users over time and across third-party web sites to provide targeted advertising and therefore does not respond to Do Not Track signals.

5. CALIFORNIA SERVICE USERS

For California (USA) Service Users Only: NCMNS does not authorize the collection of Personal Information through advertising technologies without separate User consent. We do not disclose Personal Information to third parties for direct marketing by or on behalf of such third parties.

6. EU AND UK SERVICE USERS

For European Union and United Kingdom Service Users Only: In accordance with applicable law, you are entitled to know what Personal Information we hold about you and you may ask us to make any necessary corrections to ensure that it is accurate and kept up to date. Under applicable law, you also have the right to request deletion of your Personal Information or to object to the processing of your Personal Information. If you wish to exercise your rights, please use our “Contact Us” page at <https://wildlifeinsights.org/contact> or send an email to info@wildlifeinsights.org. In the

event you are not satisfied with how NCMNS processes your Personal Information or with the services that enable you to exercise your rights as outlined in this Section 6, then you have the right to address a complaint to the relevant competent supervisory authority. NCMNS is based in the United States. Please be aware that if you submit Content or information to us, it may be stored on servers outside the EU or UK, including in the United States.

7. ADDITIONAL HELP

A. Correcting errors in your Personal Information

You can modify your User registration data through the Service's profile settings. If you need help or would like us to correct your information, please use our "Contact Us" page at <https://wildlifeinsights.org/contact> or send an email to info@wildlifeinsights.org.

B. Amending or updating this Privacy Policy

We may amend or update all or any portion of this Privacy Policy at any time. Please check the Service periodically for possible amendments or updates. If we make material revisions, we will post an announcement on the Service or inform you in an email. The current version of the Privacy Policy, with the date of last revision, can be found at <https://wildlifeinsights.org/privacy-policy>. A revision to this Privacy Policy is binding on you unless you terminate your User account and stop using the Service.

C. Communications regarding this Privacy Policy

For all communications with NCMNS regarding this Privacy Policy, please send a message in English from our "Contact Us" page at <https://wildlifeinsights.org/contact> or send an email in English to info@wildlifeinsights.org.

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