

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE APP

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**you**" or "**your**") and Habitat Info Limited, company number 04488884, whose registered office is at Elfed House, Oak Tree Court, Cardiff Gate Business Park, Cardiff CF23 8RS ("**Licensor**", "**us**" or "**we**") for the use by you of the African Raptor Observations mobile application software ("**App**").

We licence use of the App to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider or operator from whose site, located at <https://play.google.com/store> ("**Appstore**"), you downloaded the App ("**Appstore Rules**"). We do not sell the App to you. We remain the owners of the App at all times.

Operating system requirements This App requires an Android device with a minimum of 50MB of memory, internet access and the Android operating system (version 4.1.2 or above).

Important notice:

By downloading the App from this website or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy and the data use and charging policy defined in condition 1.5 and limitations on liability in condition 7.

If you do not agree to the terms of this licence, we will not license the App to you and you should not download the App.

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the App. However, you will lose the right to cancel the transaction once you begin to download the App.

This does not affect your consumer rights for an app that is defective.

You should print a copy of this EULA for future reference.

AGREED TERMS

1. Acknowledgements

- 1.1 The terms of this EULA apply to the App or any of the services accessible through the App ("**Services**"), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the App or log onto one of the websites referred to in condition 1.6. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time, updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of any mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2.1 ("**Devices**") and to download a copy of the App onto the Devices. You and they may be charged by you and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our privacy policy from time to time, available at http://www.habitatinfo.com/ardb/privacy_policy.pdf ("**Privacy Policy**") and the data use and charging policy, available at http://www.habitatinfo.com/ardb/data_use_and_charging_policy.pdf ("**Data Use and Charging Policy**") are incorporated into this EULA by reference. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 The following Services will be governed by the following terms of use and subject to the following privacy policies, incorporated into this EULA by reference and set out at the following web addresses respectively:

Service	Web address of terms of use	Web address of privacy policy/ data use and charging policy
The service aims to establish a secure and easy to use communal store for data and observations on African raptors across their distribution ranges	http://www.habitatinfo.com/ardb_terms_of_use/	http://www.habitatinfo.com/ardb/privacy_policy.pdf

- 1.7 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.8 Certain Services included within the App make use of location data sent from/to the Devices. You can choose not to upload your location data when registering to use the App which will permanently turn off your upload of waypoints travelled. If you agree to us using the location data, you consent to us and our affiliates' and licensees'

transmission, collection, maintenance, processing and use of your location data and queries to provide improved Services. You may withdraw this consent at any time by e-mailing us at info@habitatinfo.com. Or, you may choose not to record your survey efforts and simply record one-off observations of raptors for upload. The App or any Service may contain links to other independent third-party websites ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgment regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

- 1.9 Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Grant and scope of licence

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy, the Data Use and Charging Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

- 2.2 You may:

2.2.1 download a copy of the App onto no more than six (6) Devices and to view, use and display the App on the Devices for your personal purposes only; and

2.2.2 use the App for your personal purposes, or you may use the App on a device owned by an organisation for whom you work, whether as an employee, consultant or volunteer provided you only do so for domestic and private use.

3. Licence restrictions

- 3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:

3.1.1 not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;

3.1.3 not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

3.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing;

3.1.5 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;

3.1.6 to include our copyright notice on all entire and partial copies you make of the App on any medium;

3.1.7 not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

3.1.8 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service ("**Technology**"),

together "**Licence Restrictions**".

4. Acceptable use restrictions

- 4.1 You must:

4.1.1 not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

4.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);

4.1.3 not upload any false information pertaining to African raptors into the live database, with the exception of test records that have been expressly permitted by us and which are clearly marked as test records in the comments field;

4.1.4 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

4.1.5 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

4.1.6 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service, with the exception of the use of the back-up facility to a csv file on the sd-card if your device has one.

5. Intellectual property rights

- 5.1 You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. Limited warranty

- 6.1 We warrant that the App will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions and the purpose for which it was designed and for a period of ninety (90) days from the date on which the App is downloaded to the Devices ("**Warranty Period**").
- 6.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the functions and the purpose for which it was designed, you will be entitled only to a refund of the money paid by you to us in consideration for the app, (if any).
- 6.3 The warranty does not apply:
 - 6.3.1 if the defect or fault in the App or any Service results from you having amended the App;
 - 6.3.2 if the defect or fault in the App results from you having used the App in contravention of the terms of this EULA; or
 - 6.3.3 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 6.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described.
- 6.5 The App will only work for the duration of the African Raptor Databank Project (the "**Project**") and it will be dependent on the server software licence which is annually renewed. The App functions are not offered indefinitely but only for the duration of the Project.

7. Limitation of liability

- 7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.
- 7.2 The App is designed for use by passengers only, not by drivers. If you are driving please find a safe place to pull off the road and to park the vehicle before entering any observation. You are responsible for complying with all local laws and driving regulations. You must not use the App in any mode, whether the voice obs, quick obs or detailed obs survey modes, whilst driving. Inattention to vehicle operation could cause death or serious injury. You assume all risk of using the App. Please confirm that you will use the App when it is safe and legal to do so. Our liability to you in respect of your use of the App is excluded to the fullest extent permitted by law.
- 7.3 We only supply the App for domestic and private use. You agree not to use the App for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the fees paid by you to us for the use of the App (if any). This does not apply to the types of loss set out in condition 7.5.
- 7.5 Nothing in this EULA shall limit or exclude our liability for any liability that cannot be excluded or limited by applicable law.

8. Termination

- 8.1 We may terminate this EULA immediately by written notice to you:
 - 8.1.1 if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and
 - 8.1.2 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 8.2 On termination for any reason:
 - 8.2.1 all rights granted to you under this EULA shall cease;
 - 8.2.2 you must immediately cease all activities authorised by this EULA, including your use of the App and any Services; and
 - 8.2.3 you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.

9. Communication between us

- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to Habitat Info at info@habitatinfo.com. We will confirm receipt of this by contacting you by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the e-mail address you provide to us in your request for the App.

10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**").

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

10.2.1 our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

10.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11. Other important terms

11.1 We may transfer our rights and obligations under this EULA to another organisation in particular to pass on to any successor organisation the findings resultant from the Project, but this will not affect your rights or our obligations under this EULA.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to deal with any claims or disputes arising under or in connection with this EULA.

HABITAT INFO LIMITED – PRIVACY POLICY

Habitat Info Limited, company number 04488884, whose registered office is at Elfed House, Oak Tree Court, Cardiff Gate Business Park, Cardiff CF23 8RS United Kingdom ("We" and "Us") are committed to protecting and respecting your privacy.

SCOPE OF POLICY

This policy (together with our end-user licence agreement ("EULA") as set out at http://www.habitatinfo.com/ardb_terms_of_use/ ("EULA") and any additional terms of use incorporated by reference into the EULA (together "Our Terms of Use") applies to your use of the African Raptor Observations, mobile application software ("App") hosted and located at <https://play.google.com/store> ("App Site"), once you have downloaded a copy of the App onto your mobile telephone or handheld device ("Device").

Any of the services accessible through the App ("Services") that are available on the App Site or other sites of ours including www.habitatinfo.com ("Services Sites"), unless the EULA states that a separate privacy policy applies to a particular Service, in which case that privacy policy only applies.

The App will serve your data to the African Raptor Databank Project run by Us (<http://www.habitatinfo.com/ardb>).

This policy sets out the basis on which any personal data We collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it.

For the purpose of the Data Protection Act 1998, the data controller is Habitat Info Limited (Information Commissioner's Office registration reference: A1062231).

Information We may collect from you

We may collect and process the following data about you:

- **"Submitted Information"**: information that you provide by filling in forms on the App Site and the Services Sites (together "Our Sites"), including the Device's telephone number. This includes information provided at the time of registering to use the App or any of the Services, subscribing to any of the Services, posting material or requesting further services. We may also ask you for information when you use the App and when you report a problem with any of Our Sites.
- **Additional information:**
 - (i) If you contact Us, We may keep a record of that correspondence;
 - (ii) We may also ask you to complete surveys that We use for research purposes, although you do not have to respond to them;
 - (iii) details of information you submit through any of Our Sites and of your use of the App; and
 - (iv) details of your visits to any of Our Sites including, but not limited to, traffic data, location data, weblogs and other communication data and the resources that you access.
- **Device information:** We may collect information about the Device or any computer you may use to download or stream a copy of the App onto your Device, including, where available, the Device's or computer's unique Device identifiers, operating system, browser type and mobile network information as well as the Device's telephone number, for system administration and to report aggregate information to our partners. We may associate Device information with Submitted Information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.
- **Location data:** Certain Services included within the App may make use of location data sent to/from the Devices. You can choose not to upload your location data when registering to use the App which will permanently turn off the upload of your waypoints travelled. If you agree to Us using the location data, you consent to Us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide improved Services. You may withdraw this consent at any time by e-mailing Us at info@habitatinfo.com. You may also choose not to record your survey efforts and simply log each raptor sighting as a one-off observation but your survey effort is valuable to the project.
- **Log information:** when you use the Services or view content on Our Sites, We may automatically collect and store certain information in server logs, including but not limited to internet protocol ("IP") addresses, internet service provider ("ISP"), clickstream data, browser type and language, viewed and exit pages and date or time stamps.
- **Unique application numbers:** when you install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to Us.

Cookies

Our Sites may use cookies to distinguish you from other users of Our Sites. This helps Us to provide you with a good experience when you use the App or browse Our Sites and also allows Us to improve the App and Our Sites.

Where we store your personal data

The data that We collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to Us is stored on our secure servers. Where We have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your personal data, We cannot guarantee the security of your data transmitted to Our Sites; any transmission is at your own risk. Once We have received your information, We will use procedures and security features to try to prevent unauthorised access.

We may collect and store personal data on your Device using application data caches and browser web storage (including HTML 5) and other technology.

Certain Services may include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

Uses made of the information

We use information held about you in the following ways:

- **Submitted Information:** The information you send Us when you register will be used to distinguish you, your surveys and your records from other users. It will also help Us build a database of people who are interested and concerned about African raptors and who have expertise on certain aspects of their biology or conservation.
- **Additional information:** We will use this information for the purposes of supplying the Services and to improve the Services.
- **Device information:** We will analyse which observers are using which devices to ensure that we are able to keep the App up to date for a majority of devices and operating systems.
- **Location data:** Your location data is essential to Us. In order to monitor changes in raptor numbers over time and across regions, We need to know where you have gone, how far you have travelled across the different habitats and how much time you have spent looking for raptors across these habitats. This data all adds up to provide Us with an estimate of 'observer effort'. Your location data will not be viewable by other users.
- **Log information:** for Google Analytics.
- **Unique application numbers:** for Google Analytics and for the purposes of improving the Services.

We may also use your data, or permit selected third parties to use your data who are involved in the African Raptor DataBank project.

In the future there may be a single database which will hold details on those interested in African raptors. This would involve a merger of Our database with that of the African Raptor Listserver and the African Raptor Newsletter and others. You consent to Us using your data for this purpose. We do not disclose information about identifiable individuals to third parties, but We may provide them with aggregate information about our users (for example, We may inform them that "500 men aged under 30 have used the App on any given day").

Disclosure of your information

We may disclose your personal information to third parties:

- In the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Habitat Info Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If Habitat Info Limited licences or sells the rights in the App to another third party.
- If We are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- In order to merge Our database with that of the African Raptor Listserver and the African Raptor Newsletter and others.
- In order to:
- enforce or apply the EULA, Our Terms of Use and other agreements or to investigate potential breaches; or
- protect the rights, property or safety of Habitat Info Limited, our users or others.

Your rights

You have the right to ask Us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by contacting Us at info@habitatinfo.com.

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which the App or the Services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

Access to information

The Data Protection Act 1998 (**the Act**) gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10 to meet Our costs in providing you with details of the information We hold about you.

Changes to privacy policy

Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by notifying you of a change when you next start the App or log onto one of the Services Sites. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the Services.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@habitatinfo.com.

African Raptor Databank

POLICY FOR USE OF OBSERVATION DATA

& SAFEGUARDS FOR SENSITIVE OR CONFIDENTIAL OBSERVATIONS

Recorders retain ownership of their data but grant those involved in the running of the ARDB the right to use their information to build a database of knowledge of African raptors. This relationship will be based on the understanding that the ARDB is developed for the purpose of protecting raptor populations in Africa and their habitats.

Contributing recorders can access their own recent records by backing-up to csv format on sd cards on their devices which may be shared by email to other users. They can also request their entire data holdings from the main ARDB database and web tools will be put in place to facilitate these exports.

Each request for data collected by others will be assessed to provide protection to sensitive features (below). Users of ARDB data must provide acknowledgement to 'African Raptor Databank'. Co-authorship on any publications must be offered to the data owners (recorders) when their records make up more than 10% of data contributions to the article. The ARDB will take steps to put data validation and verification measures in place, but the ARDB will not be held responsible for inaccuracies not captured by these measures.

The ARDB will strive to maintain an open-door policy with other similar data gathering exercises in Africa e.g. bird atlases, G-bird, iSpot, as long as the purpose of these exercises is related to bird conservation. We aim to negotiate data exchange mechanisms which will synchronise ARDB data with these other schemes so there may be information flow both ways.

Users of the ARDB have access to all of the information that they submit but they may only view those observations of other users that are not considered to be sensitive.

In consultation with regional experts, observations of species or behaviours that are considered sensitive will be protected from public view both in the database and also in any data exchange mechanisms with recorders or with schemes. Current restrictions protect nest observations and vulture data. Sensitive data will not be released unless similar protection of these data is agreed, alternately downgrading of the spatial resolution may be carried out for certain data release. Users agree to the ARDB making these judgements on data releases for all data that is not marked confidential.

Any other observation data which you do not wish the ARDB to release to other similar *bona fide* projects may be marked as confidential by you before upload. These data will be held by the ARDB and used for internal analysis, but not released to third parties or public view.

POLICY FOR CHARGES

The ARDB is managed by Habitat INFO Limited, company number 04488884, whose registered office is at Elfed House, Oak Tree Court, Cardiff Gate Business Park, Cardiff CF23 8RS, United Kingdom which is a commercial company. However, the project is handled as non-commercial with various participating charities and education institutes and a lot of volunteer effort coming in from individuals and from personnel at Habitat INFO. The ARDB may make applications to funding bodies to seek funds for the development of technologies, for data analysis, for publication expenses, and also for project management expenses. The ARDB is best described as a 'citizen science' project and any funding received to the project is ring-fenced in a savings account for the project and used entirely for the development and running of the ARDB and for the ultimate purpose of conserving African raptors.

Data will be freely shared across regional offices and with education institutes but to make the database sustainable Habitat Info will make charges for time spent servicing data requests to commercial operators. This revenue will be accounted for publicly, ring-fenced and used only on ARDB development.

The following users will normally be exempt from charges (although Habitat Info reserves the right to make charges in the event of requests that would take a large amount of staff time):

- School and University Students.
- Local natural history societies or groups.
- Members of the public.