

# MOBILE APP SOILAPP

## TERMS OF USE

An agreement between  
the **End-user** and **the owners of the SOILapp (Licensors)**

and

## PRIVACY STATEMENT

### I. TERMS OF USE

**THIS AGREEMENT** is dated [09 February 2018]

**PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.**

These Terms of Service (ToS) constitute a legal agreement between you (**End-user**) and Athena Research and Innovation Center in Information Communication & Knowledge Technologies (ATHENA RC), Scuola Superiore di Studi Universitari e di Perfezionamento Sant'Anna (SSSA), AGRO-KNOW (AK) (**Licensors**) for:

- [SOILapp version 1.0 and higher] mobile application software (**App**), developed in the frame of the H2020 Project CAPSELLA (Grant Agreement No 688813)

LICENSORS licence use of the App to the End-user, free of charge, on the basis of this agreement and subject to any rules or policies applied by the Google Android application store

from whose site, located at <https://play.google.com/store/apps> (**Appstore**), the End-user downloaded the App ([https://play.google.com/intl/en-us\\_us/about/play-terms.html](https://play.google.com/intl/en-us_us/about/play-terms.html)).

LICENSORS do not sell the App. LICENSORS remain the owners of the App at all times.

**Operating system requirements** This App requires an Android device with a minimum of 100 MB of memory. Internet access and the Android operating system version 4 or superior.

**Important notice:**

- By downloading the App from this website or clicking on the "Accept" button below the end-user agrees to the terms of the licence which will bind them. The terms of the licence include, in particular, limitations on liability in condition 7.
- If the end-user does not agree to the terms of this licence, LICENSORS will not license the App to them and the end-user must stop the downloading or streaming process (as applicable) now [by clicking on the "Cancel" button]. In this case the downloading or streaming process will terminate.

**AGREED TERMS**

**1. ACKNOWLEDGEMENTS**

- 1.1 The terms of this ToS 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.
- 1.2 LICENSORS may change these terms at any time by notifying the end-user of a change when they next start the App. The new terms may be displayed on-screen and the end-user may be required to read and accept them to continue the use of the Services.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, the end-user may not be able to use the Services until the end-user has downloaded or streamed the latest version of the App and accepted any new terms.
- 1.4 The end-user will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by them and described in condition 2.2 (**Devices**) and to download or stream a copy of the App onto

the Devices. There may be charges by the service providers for internet access on the Devices. The end-user accepts responsibility in accordance with the terms of these ToS for the use of the App or any Service on or in relation to any Device, whether or not it is owned by the end-user.

- 1.5 By using the App or any of the Services, the end-user consents 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 further Services.
- 1.6 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 LICENSORS is not responsible for and do not endorse their content or their privacy policies (if any). The end-user will need to make their own independent judgement regarding the interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

## **2. GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of the end-user agreeing to abide by these ToS, LICENSORS grant a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms and the Appstore Rules, incorporated into this by reference. LICENSORS reserves all other rights.
- 2.2 The end-user may download or stream a copy of the App onto an Android device and to view, use and display the App on the Devices for their personal purposes only

## **3. LICENCE RESTRICTIONS**

Regarding the App, as it is, except as expressly set out in these ToS or as permitted by any local law, the end-user agrees:

- (a) 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;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;

- (c) 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;
- (d) to include our copyright notice on all entire and partial copies they make of the App on any medium;

#### **4. ACCEPTABLE USE RESTRICTIONS**

##### 4.1 The end-user must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these ToS, 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;
- (b) not infringe our intellectual property rights for the App as it is;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise LICENSORS's systems or security or interfere with other users;

4.2 The end-user can use the source code of this App to create derivative works, i.e works or software that could be created based upon the original Work or modifications thereof. The source code for this application may be found here (<https://github.com/CAPSELLA/Soil-Health-Web-Application>) under the EUPL v.1.1 or subsequent version (<http://ec.europa.eu/idabc/eupl.html>).

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 The end-user acknowledges that all intellectual property rights in the App anywhere in the world belong to LICENSORS, that rights in the App are licensed (not sold) to them, and that they have no rights in, or to, the App other than the right to use each of them in accordance with these ToS.

**6. NO WARRANTY OR SUPPORT**

6.1 The end-user expressly acknowledges and agrees that use of the App provided is at their own sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with them.

6.2 To the maximum extent permitted by applicable law, the App is provided "as is" and "as available", with all faults and without warranty of any kind, and LICENSORS hereby disclaims all warranties and conditions with respect to the App either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. LICENSORS do not warrant that the functions contained in the App will meet the end-user's requirements, that the operation of the App will be uninterrupted or error-free, or that defects in the App will be corrected. No oral or written information or advice given by LICENSORS shall create a warranty. Should the App prove defective, the end-user assumes the entire cost of all necessary servicing, repair or correction.

**7. LIMITATION OF LIABILITY**

7.1 The end-user acknowledges that the App has not been developed to meet their individual requirements, and that it is therefore their responsibility to ensure that the facilities and functions of the App meet their requirements.

7.2 LICENSORS only supply the App for domestic and private use. The end-user agrees not to use the App for any commercial, business or resale purposes, and LICENSORS has no liability to the end-user for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**8. TERMINATION**

1.1 LICENSORS may terminate these ToS immediately:

- (a) if the end-user commits a material or persistent breach of these ToS which they fail to remedy (if remediable) within 14 days after the service of written notice;
- (b) on thirty days notice.

**9. COMMUNICATION BETWEEN US**

9.1 If the end-user wishes to contact LICENSORS in writing, they can send e-mail at [\[soilhealth.capsella@santannapisa.it\]](mailto:soilhealth.capsella@santannapisa.it). LICENSORS will confirm receipt of this by contacting the end-user in writing, normally by e-mail.

9.2 If LICENSORS have to contact the end-user or give them notice in writing, LICENSORS will do so by e-mail to the email address the end-user provides in request for the App.

**10. EVENTS OUTSIDE OUR CONTROL**

10.1 LICENSORS will not be liable or responsible for any failure to perform, or delay in performance of, any of obligations under these ToS that is caused by any act or event beyond reasonable control, including failure of public or private telecommunications networks.

**11. GOVERNING LAW**

11.1 Each of the conditions of these ToS 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.

11.2 Please note that these ToS, its subject matter and its formation, are governed by Belgium law. The end-user and LICENSORS both agree that the courts of Belgium will have non-exclusive jurisdiction.

11.3 This agreement has been entered into on the date stated at the beginning of it.

**II. Privacy Statement**

This Privacy Statement explains, amongst other things, what information LICENSORS collect about the end- user on this website and the use of them. LICENSORS respect the main principles for data protection i.e. Personal data should be: obtained and processed fairly and lawfully; held and used only for specified purposes; adequate, relevant and not excessive; accurate and kept up to date; kept only for as long as is necessary; processed according to the law; held securely; held within the European Economic Area.

LICENSORS collect personal information for providing the end-user with a customised service and for statistical and research/scientific purposes. Regarding the latter, LICENSORS can make

publicly available statistics and anonymous results at a level of a region or a country for scientific purposes. LICENSORS will never disclose information (location, name, email, results etc.) about a particular request that may make the person or their location identifiable. If the end-user agrees, the collected data (location of the test, sampled data and pictures) will be published online and added to the CAPSELLA platform. The published data will not contain any personal details (name or email).

Information LICENSORS collect:

- a) Log file information, including IP addresses, but it does not link IP addresses to anything that can identify the end-user as a person.
- b) Personal data: Any personal data relating to the end-user gathered by LICENSORS in the registration process or during the use of the service will be recorded and only be used in accordance with this statement.

If the end-user registers and then requests further information or contacts LICENSORS, the latter may keep a record of that correspondence and incorporate the information it contains into its database, which will be kept secure.

LICENSORS will not transfer end-user's personal data to any third parties unless LICENSORS have the end-user's consent to do so or it is otherwise requested by judicial authorities under the legislation.

LICENSORS will not use the information provided to sell the end-user anything or to ask for money.

LICENSORS confirm that access to personal data is restricted to those personnel to whom it is necessary for the performance of their role. All staff who are authorised to access personal data are under an obligation to comply with this policy and any other relevant guidelines or legislation.