

# Terra-i+ Terms of Service

Last Updated: June 15, 2023

Thank you for using Terra-i+! We are happy you are here. Please read this Terms of Service agreement carefully before accessing or using Terra-i+. Because it is such an important contract between us and our users, we have tried to make it as clear as possible.

## A. Definitions

1. The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Terra-i+ Privacy Statement, available at <https://www.terra-iplus.org/> and procedures that we may publish from time to time on the Website.
2. The "Service" refers to the applications, software, products, and services provided at <https://www.terra-iplus.org/> by the Alliance Bioversity-CIAT.
3. The "Website" refers to Terra-i+'s website located at <https://www.terra-iplus.org/> and all content, services, and products provided through the Website. It also refers to the Alliance Bioversity-CIAT-owned subdomains of [terra-iplus.org](https://www.terra-iplus.org/). Occasionally, websites owned by the Alliance Bioversity-CIAT may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.
4. "The User," "You," and "Your" refer to the person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the Account, or that directs the use of the Account in the performance of its functions. A User must be at least 18 years of age. Special terms may apply for business or government accounts (See Section B(5): Additional Terms).
5. "We," "the Alliance", and "Us" refer to the Alliance Bioversity-CIAT.
6. "Content" refers to content featured or displayed through the Website, including without limitation text, data, maps, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.
7. An "Account" represents your legal relationship with the Alliance Bioversity-CIAT. A "User Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on Terra-i+.

## B. Account Terms

### 1. Account Controls

- Subject to these Terms, you retain ultimate administrative control over your User Account and the Your Content within it.
- Within the Service, a User can manage access to data and projects. The User is responsible for the actions that are performed through the User account.

## 2. Required Information

You must provide your name, your organization, a valid email address, and a password to complete the signup process. Any other information requested could be optional.

## 3. Account Requirements

We have a few simple rules for User Accounts on Terra-i+'s Service.

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted.
- Your login information may not be shared with people outside your organization.
- You must be age 18 or older. If we learn of any User under the age of 18, we will terminate that User's Account immediately. If you are a resident of a country where your country's minimum age is older, you are responsible for complying with your country's laws.
- You may not use Terra-i+ in violation of export control or sanctions laws of the Vietnam or any other applicable jurisdiction.

## 4. User Account Security

You are responsible for keeping your Account secure while you use our Service. We offer enough security for accessing your Account, but the content of your Account and its security are up to you.

- You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who collaborate with your Account).
- You are responsible for maintaining the security of your Account and password. The Alliance Bioversity-CIAT cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly notify the Alliance Bioversity-CIAT if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

## C. Acceptable Use

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service follows the laws and any applicable regulations.

You agree that you will not under any circumstances violate our [Acceptable Use Policies](#).

## D. User-Generated Content

### 1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

### 2. The Alliance Bioversity-CIAT May Remove Content

We do not pre-screen User-Generated Content, but we have the right (though not the obligation) to refuse or remove any User-Generated Content that, in our sole discretion, violates any Alliance Bioversity-CIAT terms or policies.

### **3. Ownership of Content, Right to Post, and License Grants**

You retain ownership of and responsibility for Your Content. If you are posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third-party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us certain legal permissions, listed in Sections D.4 and D.5. These license grants apply to Your Content. If you upload Content that already comes with a license granting the Alliance Bioversity-CIAT the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections D.4 and D.5. The licenses you grant to us will end when you remove Your Content from our servers.

### **4. License Grant to Us**

We need the legal right to do things like host Your Content, publish it and share it. You grant us and our legal successors the right to store, parse, and display Your Content, and make incidental copies as necessary to render the Website and provide the Service. This includes the right to do things like copy it to our database and make backups; show it to you, your collaborators and assistants; parse it into a search index or otherwise analyze it on our servers.

This license does not grant the Alliance Bioversity-CIAT the right to sell Your Content or otherwise distribute or use it outside of our provision of the Service.

### **5. Moral Rights**

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section D.4, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant the Alliance Bioversity-CIAT the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

## **E. Copyright Infringement**

If you believe that content on our website violates your copyright, please contact us at [support.terra-i@cgiar.org](mailto:support.terra-i@cgiar.org). If you are a copyright owner and you believe that content on Terra-i+ violates your rights, please contact us by emailing [support.terra-i@cgiar.org](mailto:support.terra-i@cgiar.org). There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and licensed uses.

## **F. Intellectual Property Notice**

### **1. The Alliance Bioversity-CIAT Rights to Content**

The Alliance Bioversity-CIAT retains ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright © The Alliance Bioversity-CIAT.

## **2. Terra-i+ Trademarks and Logos**

If you'd like to use Terra-i+'s trademarks, you must contact us at [support.terra-i@cgiar.org](mailto:support.terra-i@cgiar.org)

## **3. License to the Alliance Bioversity-CIAT Policies on the Website**

This Agreement is licensed under this [Creative Commons Zero license](#).

## **G. Payment**

### **1. Pricing**

The Terra-i+ website contains several functions that are free to unregistered user, but this may change at any time.

We will notify you of any change under the terms listed in section M on this agreement.

## **H. Cancellation and Termination**

### **1. Account Cancellation**

It is your responsibility to properly cancel your Account with Terra-i+. You can cancel your Account at any time.

The Account screen provides a simple cancellation link. The Alliance Bioversity-CIAT will process your cancellation and contact you through email to complete the process.

### **2. Upon Cancellation**

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information cannot be recovered once your Account is canceled.

Upon request, we will make a reasonable effort to provide an Account owner with a copy of your lawful, non-infringing Account contents after Account cancellation, termination, or downgrade. You must make this request at [support.terra-i@cgiar.org](mailto:support.terra-i@cgiar.org) within 90 days of cancellation, termination, or downgrade.

### **3. The Alliance Bioversity-CIAT May Terminate**

The Alliance Bioversity-CIAT has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Alliance Bioversity-CIAT reserves the right to refuse service to anyone for any reason at any time.

### **4. Survival**

All provisions of this Agreement which, by their nature, should survive termination *will* survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **I. Communications with the Alliance Bioversity-CIAT**

### **1. Electronic Communication Required**

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

### **2. Legal Notice to the Alliance Bioversity-CIAT Must Be in Writing**

Communications made through email or Terra-i+ Support's messaging system will not constitute legal notice to the Alliance Bioversity-CIAT or any of its officers, employees, agents or representatives in any situation where notice to the Alliance Bioversity-CIAT is required by contract or any law or regulation. Legal notice to the Alliance Bioversity-CIAT must be in writing.

### **3. No Phone Support**

Terra-i+ only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

## **J. Disclaimer of Warranties**

The Alliance Bioversity-CIAT provides the Website and the Service "as is" and "as available," without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement.

The Alliance Bioversity-CIAT does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

## **K. Limitation of Liability**

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;

- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy outlined in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## **L. Release and Indemnification**

If you have a dispute with one or more Users, you agree to release the Alliance Bioversity-CIAT from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that the Alliance Bioversity-CIAT (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases the Alliance Bioversity-CIAT of all liability); and (3) provides to you all reasonable assistance, at your expense.

## **M. Changes to These Terms**

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price changes, at least 30 days before the change taking effect by posting a notice on our Website. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

## **N. Miscellaneous**

### **1. Governing Law**

Except to the extent applicable law provides otherwise, this Agreement between you and the Alliance Bioversity-CIAT and any access to or use of the Website or the Service are governed by the laws of Colombia, without regard to conflict of law provisions.

### **2. Non-Assignability**

The Alliance Bioversity-CIAT may assign or delegate these Terms of Service and/or the [Alliance Bioversity-CIAT Privacy Statement](#), in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or [Privacy Statement](#) without our prior written consent, and any unauthorized assignment and delegation by you are void.

### **3. Severability, No Waiver, and Survival**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of the Alliance Bioversity-CIAT to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

## **5. Amendments; Complete Agreement**

This Agreement may only be modified by a written amendment signed by an authorized representative of the Alliance Bioversity-CIAT, or by the posting by the Alliance Bioversity-CIAT of a revised version following Section M. Changes to These Terms. These Terms of Service, together with the Alliance Bioversity-CIAT Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and the Alliance Bioversity-CIAT relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

## **6. Questions**

Questions about the Terms of Service? Please send us an email to [support.terra-i@cgiar.org](mailto:support.terra-i@cgiar.org)