

# LANDSUPPORT DSS TERMS & CONDITION OF USE

IMPORTANT: PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OUTLINED BELOW BEFORE USING THE LANDSUPPORT WEB PLATFORM. BY ACCESSING THE LANDSUPPORT WEB PLATFORM AND USING THE LANDSUPPORT WEB APPLICATION, THE USER ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. USE OF THE LANDSUPPORT WEB PLATFORM INDICATES HAVING READ, UNDERSTOOD AND ACCEPTED THIS AGREEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HERE WITHIN. THE FINAL VERSION OF THE PLATFORM WILL ONLY BE FULLY AVAILABLE AT THE CONCLUSION OF THE PROJECT AND, THEREFORE, ALL PREVIOUS VERSIONS ARE TO BE CONSIDERED AS SIMPLY DEMOS. THE LANDSUPPORT CONSORTIUM ALSO RESERVES THE RIGHT TO MODIFY THE PRODUCT AT ANY TIME AND WITHOUT NOTICE.

## 1. ACCESS

We do not charge for access to the web platform, which is open and free for everyone. The system may only be accessed and used on a device which the user owns or controls and that runs the relevant operating system for which the system concerned was designed. Therefore, the user must ensure he/she has a compatible device which meets all the necessary technical specifications enabling use of the system. The user will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by the user in order to access the system. The user accepts responsibility, in accordance with these terms and conditions, for all access to, and use of, the system by the user on any device, whether or not it is owned by the user.

The user acknowledges that the mobile service provider for any mobile device on which the user accesses or uses the system may charge for internet access (including mobile data usage) through that device.

We cannot and do not guarantee continuous, uninterrupted or error-free operability of the system or that it will respond at a certain speed (since this depends on a number of factors beyond our control).

## 2. INTELLECTUAL PROPERTY RIGHTS

The LANDSUPPORT web platform and all support products for its use (manual, video manual, online help, etc.) constitute intellectual property and are owned by the LANDSUPPORT Consortium (see [www.landsupport.eu](http://www.landsupport.eu)). The LANDSUPPORT web platform is protected by law and by national and international regulations governing copyrights and contracts, as well as by regulations and agreements on intellectual property. All rights not expressly granted are reserved by the LANDSUPPORT Consortium.

The rights to all intellectual property within the system and its content (including source code, text, graphics, software, photographs and other images, videos, sound, trademarks and logos), other than User Content, are owned by the LANDSUPPORT consortium or its licensors. Unless expressly set out here, nothing in these terms and conditions gives the user any rights in terms of any intellectual property owned by the LANDSUPPORT consortium or its licensors and the user acknowledges that no ownership rights are acquired through accessing the system or any of its contents.

The system may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open-source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by the distributor (collectively, Open Source Software). Please note that, where the system contains any Open-Source Software, use of that element is only permitted under the relevant license terms of the relevant third-party licensor (Open-Source License Terms), not the terms and conditions stipulated for the LANDSUPPORT web platform, and the user accepts and agrees to be bound by such Open Source License Terms.

## 3. USE OF DATA AND INFORMATION PROVIDED BY THE LANDSUPPORT WEB PLATFORM

The data provided by the LANDSUPPORT® system are processed, with the utmost competence, on the basis of information, mathematical models and regional, national and international databases, as well as through the use of state of the art of knowledge and technologies available at the time. However, this competence reduces, but does not eliminate, the intrinsic uncertainty of the evaluations.

LANDSUPPORT is a multi-scale decision support system. Each of the 15 available tools is designed for a specific application and a specific scale. Furthermore, the databases (which can be consulted in the system) refer to a theme (e.g. geology, soil, land use etc.) and the maps generated from the databases were obtained - through either analogical or digital methods — by using the specific standards required for each specific scale. The information content of these maps is reported in the metadata available in the system. These metadata must be consulted by the user before he/she uses the system.

As a consequence of this, users of the LANDSUPPORT web platform must be aware of any limitations within the

different maps that they wish to make use of for their specific application. Users must be (or should become) experts in their specific field and must understand whether the input data and model offered by the platform are suitable to their specific requirements. This task can be greatly simplified by studying the technical sheet of tools available at [www.landsupport.eu](http://www.landsupport.eu) and related publications. If users are uncertain of whether the input data and model are appropriate, they should either abandon the use of the platform or consult the LANDSUPPORT team. The system provides very reliable results only when used appropriately. Indeed, an erroneous evaluation of data and model can only lead to erroneous results.

Therefore, each user is responsible for his/her use of the platform and the evaluation of whether the tool fits his/her purpose.

For instance, the European Soil data base at 1:1,000,000 (ESDAC) should preferably be used at continental scales; use at national and regional scales could mislead. In order to give an insight into what is behind the use of a specific standard and scale, examples are given of standards employed in soil survey and conventional soil mapping in the table below (Terribile et al., 2011).

When using the LANDSUPPORT web platform for detailed analysis at regional and local scales, the initial planning calls for use of geospatial data which is considered appropriate, but precise site and soil evaluation needs field analysis and evaluation.

In terms of the models, although it is not necessary for users to know about the mechanisms and algorithms behind a model, they should, however, be aware of the main limitations and purposes of any model applied. Consequently, each model will be accompanied by a brief cautionary note.

Therefore, by using the LANDSUPPORT web platform, the user accepts, under his own responsibility, that:

- a) the LANDSUPPORT Consortium cannot be held responsible for any damage that third parties, companies, entities or persons may incur in relation to the user's use of data from the LANDSUPPORT web platform;
- b) use of the information and data contained in the platform is at the user's own risk;
- c) the user is responsible for ensuring, through independent verification, the accuracy, validity or completeness of the information contained on this site;
- d) Application of an automatic language translation service in connection with this site is at the user's own risk.

#### **4. PERMISSION**

The system is freely available and accessible.

Modification, distribution and reproduction of data produced after Landsupport processing procedures is only permitted with the prior consent of the LANDSUPPORT Consortium. The source must be cited if contents are reproduced.

The source code of the system is protected as intellectual property and, as such, its distribution or modification is not permitted without the prior consent of the LANDSUPPORT Consortium.

#### **5. USE OF THIRD-PARTY DATA AND PRODUCTS.**

Use of the LANDSUPPORT web platform also confirms that the user is aware that:

- third party information and images are used under license of individual providers. These may contain trade names, trademarks, logos, domain names or other distinctive signs to identify the source of the information. However, this does not imply approval by the LANDSUPPORT web platform of the data provided by third parties. Please contact the provider for information on rights to use these data/products;
- this site contains links to other websites operated by communities, corporations or government agencies. Linked sites will have their own terms of use.

#### **6. DISCLAIMER OF LIABILITY**

The LANDSUPPORT Consortium and its suppliers, affiliates or partners do not provide any guarantee regarding the use or performance of the LANDSUPPORT web platform (LANDSUPPORT is only a research project). Any costs necessary for maintenance, repair, correction and any accidental or consequent damage brought about by malfunctions of the LANDSUPPORT web platform are to be borne by the User. The LANDSUPPORT Consortium does not guarantee that the procedures of the LANDSUPPORT web platform will meet the needs of the User or that the procedures will work in whatever combination is adopted, nor does it provide any other guarantee, expressed or implied, relating to any video tutorials about the LANDSUPPORT^ web platform; any risks deriving from the use of such videos are completely borne by the User and, therefore, the LANDSUPPORT Consortium will in no case be liable for direct or indirect damage or damage due to defects in the LANDSUPPORT^ web platform. The LANDSUPPORT Consortium does not guarantee that the system will operate error free or that web access, the server, or the content is free of computer viruses or similar contamination or destructive features. If use of the site or content results in the need for servicing or replacing equipment or data, the LANDSUPPORT Consortium

will not be responsible for any costs involved.

The User is responsible for choosing, using and managing the LANDSUPPORT web platform in order to achieve the desired result. The LANDSUPPORT Consortium will in no way be responsible for results obtained through the use of the LANDSUPPORT^ web platform. People who use the LANDSUPPORT\* web platform are responsible for the supervision, management and control of the LANDSUPPORT web platform procedures employed and results obtained. The LANDSUPPORT Consortium again emphasises that if the user employs incorrect procedures, they will result in incorrect results. Furthermore, The LANDSUPPORT Consortium disclaims all technical guarantees including, but not limited to, the guarantee of merchantability and non-infringement of third parties' rights.

The LANDSUPPORT Consortium will in no case be liable for damages (including, without limitation, damage due to loss of earnings, business interruption, loss of information or other economic and / or reputational loss) deriving from use of the LANDSUPPORT\* web platform or from user inability to operate the system and its content.

## **7.END USER STATEMENT**

THE USER ACKNOWLEDGES THAT THE LANDSUPPORT WEB PLATFORM IS PROVIDED "AS IS" WITHOUT GUARANTEE, EXPRESSED OR IMPLIED, WHATSOEVER. THE LANDSUPPORT CONSORTIUM AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY GUARANTEE OF COMMERCIALITY OR ELIGIBILITY FOR A PARTICULAR PURPOSE OR A GUARANTEE THAT THE LANDSUPPORT\* WEB PLATFORM WILL NOT INFRINGE PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER THIRD-PARTY RIGHTS. THE LANDSUPPORT CONSORTIUM OR OTHER PARTIES DO NOT GUARANTEE THAT THE FUNCTIONS INCLUDED ON THE LANDSUPPORT WEB PLATFORM WILL MEET USER REQUIREMENTS OR THAT USE OF THE LANDSUPPORTWEB PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. THE USER ASSUMES ALL RESPONSIBILITY FOR AND RISK FROM SELECTION OF THE LANDSUPPORT WEB PLATFORM IN ORDER TO OBTAIN RESULTS DESIRED, AS WELL AS RESPONSIBILITY FOR AND RISK FROM THE USE OF RESULTS OBTAINED THROUGH USE OF THE LANDSUPPORT WEB PLATFORM.

## **8. EXCLUSION OF OTHER OBLIGATIONS**

This Agreement does not impose any obligations on the LANDSUPPORT Consortium other than those specifically established therein.

## **9. LIMITATION OF LIABILITY**

WITHIN THE MAXIMUM LIMITS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE LANDSUPPORT CONSORTIUM BE HELD LIABLE FOR LOSS OF PROFITS, REVENUES, SALES OR DATA; COSTS ARISING FROM REPLACEMENT OF PROPERTY OR SERVICES OR DAMAGE TO BUSINESS ACTIVITY; LOSS OF COMMERCIAL INFORMATION; ANY DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE, REGARDLESS OF THE CAUSE OR THE FACT THAT THIS EVENT ARISES FROM ILLEGALITY, NEGLIGENCE OR ANY OTHER INTERPRETATION OF LIABILITY ARISING FROM USE OF OR IMPOSSIBILITY TO USE THE LANDSUPPORT WEB PLATFORM, EVEN WHERE THE LANDSUPPORT CONSORTIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10.JURISDICTION**

The competent court for all disputes that may arise between the LANDSUPPORT Consortium and the User is the Court of Naples.

**BY ACCESSING TO THE WEB PLATFORM, THE USER DECLARES THAT HE/SHE HAS READ AND ACCEPTED THIS LICENSE AGREEMENT THE USER EXPRESSLY ACCEPTS ARTICLES 7 AND 8 OF THE LICENSE AGREEMENT.**