Terms of Services

General information

• Last updated: 5 Aug 2020
• Here we inform you about Terms of services in connection with using “eNatura2000” Mobile Application (hereinafter referred to as the “App”).

1. Purpose

The purpose of these general terms of services is to lay down the procedure and conditions governing usage of the app.

2. Application contact details

The app owner is European Landowners Organization (ELO) and they can be contacted via the following email address: daniel.monteleone@elo.org

3. Access to the Application and Services

The Application and Services can be accessed by:

• Any natural person with full legal capacity to make undertakings under these Terms of Services.
• Any legal entity represented by a natural person with the legal capacity to contract in the name of and on behalf of the legal entity.

4. Acceptance of the Terms of Services

Users agree to these Terms of Services by ticking a box the first time they log in to the App.

User acceptance must be full and unequivocal. Users who do not agree to being bound by these Terms of Services must not access the App or use the Services.

5. Registration

All Users guarantee that the information provided on the Sign-Up form is accurate and is not in any way misleading. The User notably undertakes to provide a valid email address. The User undertakes to immediately update their personal information in their Account if any changes to the information occur.
The User acknowledges and accepts that the information provided in order to set up and update their Account constitutes proof of identity.

Users can log in to their Account at any time once they have entered their username and password.

The User undertakes to make personal use of the Services and not allow any third party to use them on their behalf or instead of them, unless they take full responsibility.

Users are also responsible for keeping their username and password confidential and secure. Any logins to the Application using their username and password will be deemed to have been effected by the User.

6. Length of Services and unsubscribing

The Terms of Services apply throughout the User's period of usage of the Services.

Users are subscribed to Services throughout the time their Account is open.

Users can unsubscribe by deleting their account at any time in the App. This takes immediate effect and leads to the User's Account and data being automatically deleted.

7. User responsibility and obligations

Without prejudice to the other obligations contained in these Terms of Services, the User undertakes to adhere to the following:

7.1 When using the services, the User undertakes to adhere to these Terms of Services, as well as the law and regulations in force, and to not infringe the rights of third parties or public order.

7.2 The User alone is responsible for the details, data, profile information and any content that it provides as part of its usage of the App. The User guarantees that it is authorized to provide this information and that it has all the rights and authorization needed to use this information within the framework of the Services.

7.3 The User undertakes to make strictly personal usage of the Services. Consequently, the User shall refrain from assigning, ceding or transferring all or some of its rights and obligations under this agreement to a third party, in any manner.

7.4 The User alone is responsible for all the content of any kind (text, graphical, audio, audiovisual and other content types) that it publishes on the Application.

The User accepts that the Content published on the Application may be viewed by other Users of the app.
The user shall therefore refrain from disseminating, notably but not limited to:

- pornography, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist content,
- infringing content,
- Content that violates a third party’s image,
- Content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities,
- and more generally Content that may infringe the rights of third parties or be detrimental to third parties, in any manner or form.

8. User guarantee

The User holds Application provider against any complaints, claims, actions and/or demands of any kind that it may face due to the breach by the User of any of its obligations or guarantees under the terms of these Terms of Services.

9. User personal data

We comply with data protection regulations and in particular with EU regulation 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation). (Hereafter the GDPR).

We implement a personal data protection policy. Its characteristics are explained in the Privacy Policy. The User is expressly invited to peruse the document.

10. Amendments

We reserve the right to amend these Terms of Services at any time.

Users will be informed about these amendments via any pertinent method.

Users who do not agree to the amended Terms of Services must unsubscribe from the services following the procedure.

Any User who makes use of the services after the amended Terms of Services have taken effect is deemed to have accepted the amendments.