

Terms and Conditions of Data Access and Use

Definitions

The following terms and definitions apply.

Material, data and/or information includes (but may not be limited to) survey datasets, species lists, habitat or biotope lists, species or habitat/biotope distribution maps, figures, images, video clips and information (written or otherwise).

Original recorder - Individual or Organization responsible for physically taking the sample. The *Original recorder* includes the original surveyor or survey company responsible for the sample(s) in which the biological record(s) occurs, other professional surveyors, and volunteer or amateur recorders.

Originator - Person or Organization having primary responsibility for the intellectual content of the data, that is, the person or organization that generated the dataset(s). The *Originator* is not necessarily the *Data provider* or the person or organization responsible for publishing the data, and does not necessarily own the intellectual property rights (or copyright) of the data.

Data provider – the Individual or Organization from which the *material, data and/or information* has been obtained. The *Data provider* is usually the data copyright holder. However, in some instances the *Data provider* may not own the copyright but have the permission of the copyright holder to provide the *material, data and/or information* under these *Terms & Conditions*.

1. Use of material, data and/or information

1.1. All *material, data and/or information* made available to you are protected by copyright, database rights and other intellectual property rights. All use of any *material, data and/or information* we make available to you is subject to these *Terms & Conditions*.

1.2. Under these *Terms & Conditions* you are permitted to access and hold any *material, data and/or information* for your own private use or for use in the ordinary course of your business provided that use is in accordance with these *Terms & Conditions*.

1.3. You may not make any financial profit from use of the *material, data and/or information* we make available to you or from any products you derive without first obtaining written permission from us. We will seek permission from the relevant *Data providers* on your behalf.

1.4. You may not republish wholesale the *material, data and/or information* made available to you, or exploit it for commercial or academic research purposes without first obtaining written permission from us. We will seek permission from the relevant *Data providers* on your behalf.

1.5. You must acknowledge the *Originators* (and *Data provider* if different) of the data you use in any derived information product or publication, whether printed, electronic or broadcast, that is based wholly or in part on the *material, data and/or information* they make available to you. Where you make specific use of or reference to a particular wildlife record you must acknowledge the *Original Recorder* [where their name is made available].

- 1.6. Access to some or all parts of the *material, data and/or information* we hold may be restricted for a variety of reasons. If you want access to restricted information you must not disseminate, deliberately compromise or otherwise infringe the confidentiality of such information without first obtaining written permission from us. Any published interpretations or representations you make based on the information must be equivalent to the level of information we make available to the public.
- 1.7. Any information product or publication that you make which contains any part of the *material, data and/or information* we make available to you must contain a statement that the *Originator, Original Recorder* [where identified], *Data provider*, and DASSH bear no responsibility for any further analysis or interpretation of that *material, data and/or information*.

2. Accuracy of Information and Disclaimer

- 2.1. We try to ensure that any *material, data and/or information* we make available to you that has not been supplied by a third party is accurate but we make no representation and give no warranty that any *material, data and/or information* is accurate, up to date or complete. We accept no liability for any loss or damage caused by inaccurate, out of date or incomplete *material, data and/or information*.
- 2.2. Our *Data Providers* take steps to maximise the quality of the *material, data and/or information* they supply to us but give no warranty that it is accurate, up to date or complete. Furthermore, *Originators, Data Providers* and *Original Recorders* accept no liability for any loss or damage caused by inaccurate, out of date or incomplete *material, data and/or information*.
- 2.3. You should independently verify any *material, data and/or information* we give you before relying upon it. The *material, data and/or information* we hold are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by DASSH and are not intended to be relied upon when making (or refraining from making) any decision.
- 2.4. If you find any inaccurate, out of date or incomplete *material, data and/or information*, or if you suspect that something is an infringement of intellectual property rights, you must let us know immediately by contacting DASSH or the *Data Provider* of the *material, data and/or information* to which the issue relates.
- 2.5. The *material, data and/or information* we make available to you are not substitutes for the exercise of professional judgement. If you are not qualified or experienced enough to make that judgement, you should take professional advice or contact DASSH for further information and advice.
- 2.6. You are responsible for ensuring that your computer systems are suitable to access and use the material we hold. We do not warrant that any material available to you will be free from viruses or other code that might be harmful. You are responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

3. Data Protection and Privacy

- 3.1. We want to protect the privacy of our customers. Please read our [Privacy Policy](#); it will help you to understand how we use your personal data. We may change our *Privacy policy* at any time without giving you notice, so please check it each time you visit this Web site.
- 3.2. Whenever you give us personal data, you are consenting to its collection and use in accordance with our [Privacy Policy](#).

4. Third Party Goods and Services

- 4.1. Where *material, data and/or information* we hold have been supplied by a third party; we do not control or endorse them in any way. All *material, data and/or information* supplied by third parties are made available in good faith but we do not (to the extent allowed by the law) accept responsibility for their accuracy or use.

5. Liability

- 5.1. We provide much of the *material, data and/or information* we hold free of charge. Whether or not we charge for *material, data and/or information*, they are provided on the basis that DASSH has no liability for that information, data or material.
- 5.2. We are not responsible for, and will have no liability for, any error or corruption or breach of security resulting from the transmission of any information or material over any telecommunications network.
- 5.3. We do not exclude or limit our liability for death or personal injury caused by our negligence or for any fraud on our part, or for any liability that cannot be excluded by law.
- 5.4. Subject to Condition 6.4, we will not be liable for any indirect or consequential loss, or for any loss of business, profit, revenue, goodwill or data, lost or wasted management time or the lost time of other employees arising from your use of any information or material we hold, or your inability to use it [whether that loss is direct or indirect].
- 5.5. All warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise [including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose] are excluded to the fullest extent allowed by law by DASSH, the *Originators, Data Providers* and *Original Recorders*.
- 5.6. If the use of any information or material we hold is unlawful in any jurisdiction (because of your nationality, residence or for some other reason), that information or material is not offered. If you are outside the United Kingdom you must satisfy yourself that you are lawfully able to use any such information and materials. We accept no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the UK.
- 5.7. You will keep us, the *Original Recorders*, the *Originators* and the *Data Providers* fully and effectively indemnified against all actions, claims, proceedings, costs and/or damages together with all legal costs or expenses that we and/or they incur as a result of your use of the material, data and/or information made available to you under these *Terms & Conditions*.

6. General

- 6.1. No delay, neglect or forbearance on the part of DASSH in enforcing any of these *Terms & Conditions* will be, or be deemed to be, a waiver. Nor will it prejudice any right of DASSH.
- 6.2. If any of these *Terms & Conditions* is [for any reason] held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will not affect the remainder of these *Terms & Conditions*; and they will continue in full force and effect.

- 6.3. These *Terms & Conditions* are governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. The place of performance will be England.
- 6.4. No addition to or modification of any provision of these *Terms & Conditions* will be binding on DASSH unless made in writing and signed by their duly authorised representatives. "Writing" includes by e-mail.

7. Further Information

- 7.1. *This is the Web site of the Data Archive for Seabed Species and Habitats, part of the Marine Biological Association of the United Kingdom, a company registered in England, under number 21401 and registered with the Charity Commission under number 226063.*
- 7.2. *Our registered office is at: The Laboratory, Citadel Hill, Plymouth, Devon, PL1 2PB, United Kingdom.*
- 7.3. *If you wish to raise any query, please contact dassh.enquiries@mba.ac.uk*