

Terms and Conditions

for European Pollinator Hub

Brussels, Belgium

Date: 18.05.2023

BEE LIFE EUROPEAN BEEKEEPING COORDINATION • BE 92 0688 9824 8723 • BIC: GKCC BE BB • VAT No. BE 0540.608.912.

VAT not Applicable • RPM Nivelles

In this policy, "we", "us" and "our" refer to the Data Controller: **BeeLife, European Beekeeping Coordination, Avenue Louise 209/7 1050 Brussels, Belgium** info@bee-life.eu (hereinafter referred to as "**BeeLife**")

EU Pollinator Hub platform (hereinafter referred to as "**Pollinator Hub**") is a platform developed by BeeLife, European Beekeeping Coordination. This privacy policy explains how the Pollinator Hub uses the personal data we (BeeLife) collect from you when you use it.

1. GENERAL PROVISIONS

- 1.1. BEE LIFE European Beekeeping Coordination is registered in Brussels, Belgium. BeeLife aims to collect, harmonise and visualise data regarding bee health, bee hives, bee disease prevention, colonies, migration, and overall general well-being of bees worldwide. For these purposes BeeLife has developed a platform "EU Pollinator Hub" through which provided data will be visualised.

2. DEFINITIONS

2.1. For the purposes of these Terms and Conditions

- "BeeLife" refers to European Beekeeping Coordination, registered in Brussels and overviewed by EFSA (as stated in point 1.1.);
- "Pollinator Hub" refers to the platform "EU Pollinator Hub" developed by BeeLife, through which collected data regarding pollinator health, demographics and ecology, their potential stressors, beekeeping and farming and the overall general well-being of pollinators worldwide, especially in the EU, will be collected, standardised, processed and visualised.
- "Creative Commons" or "CC" is a nonprofit organisation, founded in 2001, which established worldwide licences, known as Creative Commons or CC Licences, giving everyone from individual creators to large institutions a standardised way to grant the public permission to use their creative work under copyright law.
- "Data Provider" or "Data Owner" refers to a natural or legal person, which shares datasets with the Pollinator Hub.
- "Data" means any information relating to pollinators, for example, but not limited to their location, health, migrations, population, to one or more factors regarding physical, genetic, behavioural or similar identities of these pollinators, the stressing factors affecting their health or the ecosystem services they render to society and the planet;
- "Processed data" refers to data which has been processed by BeeLife for usage on the Pollinator Hub;
- "Processing" means any operation or set of operations performed on data or on datasets, whether or not by automated means, such as collection, recording, organisation, structuring, storage,

adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

- “User” or “You” refers to any visitor of the Pollinator Hub, being registered or not, accessing to data provided through the Pollinator Hub;
- “Peer Reviewer” is a BeeLife contractual third party being a natural or legal person, which is in an established and valid contractual relationship with BeeLife, whose task is to review and process data to such extent that raw data through means of processing becomes ready for consumption.

3. DATA PROCESSING

- 3.1. BeeLife manages the Pollinator Hub, used by the user. The Data Providers own the data provided to the Pollinator Hub.
- 3.2. Data which has been processed for usage on the Pollinator Hub is owned by BeeLife (hereinafter referred to as “processed data”).
- 3.3. BeeLife is using data in one of the following ways: Standardisation and harmonisation of data and Processing of data.
 - Standardisation and harmonisation of data consists of: Standardisation, harmonisation.
 - Processing of data consists of: visualisation, aggregation, analytics (not necessarily in given order).
- 3.4. Standardisation and harmonisation is a singular process by which data is documented and properly adapted for use on the Pollinator Hub. Through Standardisation and harmonisation BeeLife does not become owner of the data, because BeeLife manipulates data in a way that the data from all providers is unified for processing.
- 3.5. Data processing consists of visualisation, aggregation and analysis (not necessarily in this given order). Processed data is derived from Standardised and harmonised data that has been unified for processing. Data is deemed processed at the moment when data processing yields such data from which original data is not easily obtainable.
- 3.6. When data is deemed processed, such processed data is owned solely and exclusively by BeeLife.

4. DATA OWNERSHIP

- 4.1. Collected data used by the Pollinator Hub and presented to the user (you) is owned either by the Data providers or by BeeLife. Ownership of publicly accessible data is distinguishably noted on the data itself. BeeLife does not and cannot be held liable for the contents of the data or any information derived from the data by the user.

5. RIGHTS OF DATA USAGE

- 5.1. If BeeLife does not own the data, you shall contact the owner of the data to request data usage.
- 5.2. The Pollinator Hub shall clearly note all rights that Data Provider has allocated to accessed data (dropdown list).
- 5.3. When data is downloaded from the Pollinator Hub, you shall respect the rights and usage limitations applicable to the data at the moment of the beginning of the transfer.
- 5.4. If not stated otherwise on the Pollinator Hub, these Terms and Conditions or any other special agreement, the Pollinator Hub uses a CC0-type licence concerning the rights and limitations of the Pollinator Hub proprietary data usage by you or other end-user.
- 5.5. The Data Provider can publish the data on the platform by using one of the following licences, provided by Creative Commons:
 - Attribution 4.0 International (CC BY 4.0)
 - Attribution-ShareAlike 4.0 International (CC BY-SA 4.0)
 - Attribution-NonCommercial 4.0 International (CC BY-NC 4.0)
 - Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0)
 - Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0)
 - Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0)
 - CC0 1.0 Universal (CC0 1.0), Public Domain Dedication

6. USER CONTACT DATA EXCHANGE

- 6.1. You hereby agree that the Pollinator Hub may disclose your provided contact details to other registered users, BeeLife personnel and/or other third-party Peer Reviewers if they request them.
- 6.2. The Pollinator Hub shall allow your contact details to be exchanged only after a request has been made, which has been reviewed by the Pollinator Hub or BeeLife.

7. THIRD-PARTY LINKS

- 7.1. The Pollinator Hub contains links to other websites provided solely as a convenience to the user and not as an endorsement by the Pollinator Hub or BeeLife of the contents, services or operation of such other websites. The Pollinator Hub or BeeLife shall not be responsible for the content of or services offered by any other websites or third-party providers and makes no representation or warranty regarding any other websites or the services provided, or the contents or materials on such websites. If the user decides to access other websites, the user does so at his/her own risk. The user agrees not

to hold the Pollinator Hub or BeeLife responsible for the content or operation of such third-party websites.

8. DURATION AND TERMINATION

- 8.1. These Terms and Conditions come into effect at the day of their publication, which is clearly stated at the end of these Terms and Conditions.
- 8.2. These Terms and Conditions are concluded indefinitely or for the period the user is registered as a user or has a copy of data from the Pollinator Hub.
- 8.3. BeeLife may immediately change or terminate your access to the Pollinator Hub or any online relationship with BeeLife, with or without notice, at any time, without liability to you, any other user or any third-party. BeeLife reserves the right to terminate your online account if, without limitation, you have: (1) provided BeeLife with false or misleading registration information; (2) interfered with other users or the administration of BeeLife services or any BeeLife-owned websites; (3) upon a request by law enforcement or other governmental authorities; or (4) otherwise violated these Terms and Conditions.

9. MODIFICATION

- 9.1. BeeLife may make changes to the Pollinator Hub and publish data at any time without notice, and BeeLife may change these Terms and Conditions at any time without notice by posting updated terms of use on the Websites. Your continued use of the Pollinator Hub after such changes have been published signifies your assent and agreement to the new Terms and Conditions, even if you have not reviewed the changes. Therefore, you should periodically check the revised Terms and Conditions and other legal notices posted on the Pollinator Hub for updates and changes.
- 9.2. If you do not terminate the account and delete all transferred data within 15 days of the newly adopted Terms and Conditions, it shall be deemed that you accept newly adopted Terms and Conditions in full as well.

10. DISCLAIMER OF WARRANTIES

- 10.1. All products, offerings, content, and materials on the Pollinator Hub are provided “as is” and without warranties of any kind, either express or implied, except as otherwise required by law. BeeLife does not warrant that access to the Pollinator Hub will be timely, secure, and/or error-free or uninterrupted. BeeLife does not warrant or make any representations of the accuracy or reliability of any information,

results, or content provided on the websites or in any email communication sent by or on behalf of BeeLife.

11. LIMITATION OF LIABILITY

11.1. BeeLife assumes no responsibility and shall not be held liable for any damages, or viruses that may affect/infect your computer equipment or other property on account of your access to, use of, or browsing the websites or your downloading of any materials, data, text, images, video or audio from the websites. In no event shall BeeLife be held liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based on contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of this site or content found on the Pollinator Hub, any failure or delay (including, but not limited to, the use of or inability to use any component of the Pollinator Hub), other matter relating to the Pollinator Hub and/or its services.

12. OTHER PROVIDED CONTENT

12.1. The Pollinator Hub may include various subpages which consist, but are not limited, of blogs, news, downloadable templates and similar products. The content of the available subpages is a product of the Pollinator Hub, therefore owned entirely by BeeLife and made free for use for the end-user or other consumers.

12.2. When using the Pollinator Hub or BeeLife products, you shall cite the source and ownership of the content whenever the Pollinator Hub or BeeLife content is used.

13. FINAL PROVISIONS

13.1. These Terms and Conditions come into effect at the moment the user accepts them during registration of an account on the Pollinator Hub. The user is bound by these Terms and Conditions from the moment of accepting them and shall respect them entirely from that moment onward.

13.2. This contract is provided via an electronic form and is a part of the electronic registration procedure, through which it is accepted.

Brussels, 18.05.2023