

# iMapInvasives Terms of Use

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The iMapInvasives website ("website") is owned and copyrighted by NatureServe. By using iMapInvasives, you not only signify your agreement to these specific terms and conditions for iMapInvasives, but also NatureServe's Terms and Conditions, which, along with its Privacy Policy, govern your use of NatureServe's websites.

## iMapInvasives Terms of Use and Privacy

Users of iMapInvasives agree to the terms and conditions set forth below. NatureServe may revise this Agreement at any time by posting the amended Terms of Use on this website, and you agree that you will be bound by any changes to the Terms of Use. NatureServe may make changes in the services described on iMapInvasives at any time. You understand that NatureServe may discontinue iMapInvasives and/or NatureServe may restrict your use of this website for any reason.

Definitions: For purposes of the iMapInvasives Terms of Use, "Users" include anyone using the site with or without a registered user account to the website; "Contributors" are Users who provide Content to the site; "Content" is any material submitted or entered on the site by Contributors.

## 1. Use of Materials on iMapInvasives

NatureServe grants permission to Users to use, copy and distribute Content on the iMapInvasives website pursuant to this Terms of Use Agreement and under the following conditions:

- The copyright notice, © [year] NatureServe, and any other copyright notice of Contributors as applicable, must appear in all copies;
- The following citation must be used in any published materials that reference this website or the Content found within: *iMapInvasives: NatureServe's online data system supporting strategic invasive species management*. © [year], NatureServe. Available at <http://www.imapinvasives.org>. (Date accessed: [dd,mm,yyyy].)
- Use of the website Content is not intended for regulatory or permitting purposes, nor for commercial purposes. It is intended for informational and educational purposes only, and to assist in natural resource management,

land management, conservation planning, and biological and ecological research

## **2. Ownership & Trademarks**

All rights to the name "iMapInvasives" and the domain name [imapinvasives.org](http://imapinvasives.org), for copyright or trademark or other purposes, are held by NatureServe.

NatureServe's trademark registration of iMapInvasives is pending in the United States. Unauthorized use of the iMapInvasives trademark, service mark, or logo may be a violation of federal and state law. Title and all ownership and proprietary rights, including but not limited to copyright, patent, trademark, trade secret, and common law property rights relating to the iMapInvasives website code, are held by NatureServe.

Title to Content submitted to this website is held by the original Contributor subject to the terms of Section 7, "Content Sharing Policies."

## **3. Children**

Users of iMapInvasives must be 13 years of age or older.

## **4. Your Account and Site**

If a User creates an account on the website, the User is responsible for maintaining the security of the account and is fully responsible for all activities that occur under the account and any other actions taken in connection with the account. The User must not post Content to the account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. NatureServe may, at its discretion, change or remove any description or keyword that it considers inappropriate or unlawful. The User must immediately notify NatureServe of any unauthorized uses of the User's account or any other breaches of security. NatureServe will not be liable for any acts or omissions by Users, including any damages of any kind incurred as a result of such acts or omissions.

## **5. Endorsements**

NatureServe does not endorse any Contributor Content or any opinion, recommendation, or advice expressed therein, and NatureServe expressly disclaims any and all liability in connection with Contributor Content. NatureServe does not permit copyright infringing activities and infringement of intellectual property rights on its website, and NatureServe will remove all Content if properly notified that such Content infringes on another's intellectual

property rights. NatureServe reserves the right to remove Content without prior notice.

## 6. Privacy

How iMapInvasives uses your information: NatureServe will use, at its discretion, personal information to include the name, email address, and other (optional) information you provide when creating your User account for the following purposes: 1) to register you as a User, 2) to provide you with updates and information about the website and its Content, and 3) if you are a Contributor, to provide your name with data records in accordance with the Content Sharing Policies (see section 7).

Who iMapInvasives shares the information with: NatureServe will share the information you provide when creating your User account with partner organizations that serve as administrators of the website. NatureServe may also share your information with third parties in the following situations: 1) to complete your request for information about Content or services; 2) to complete or outsource one or more of the functions described above; or 3) to share your information with governmental or law enforcement bodies in response to a legal order or official request, or when we believe you have acted in violation of our Terms of Use.

To de-activate your account, contact your [iMapInvasives Administrator or NatureServe](#).

## 7. Content Sharing Policies

All Users agree to the Content Sharing Policies set forth in this User Agreement.

It is the intent of NatureServe for iMapInvasives to serve as a resource to those working to abate the threat of invasive species. Content contributed to the iMapInvasives website that is not marked as confidential will be shared with the public. NatureServe reserves the right to set and/or modify the Content Sharing Policies at any time in its sole discretion.

By registering as a User and entering Content into the iMapInvasives website:

- (i) you agree to NatureServe's Terms of Use;
- (ii) you automatically grant to other iMapInvasives Users a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit,

perform, and display such Content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Content;

(iii) you agree to comply with the Content Sharing Policies;

(iv) you acknowledge that data records you submit or verify will display the names of persons who entered, observed, or verified the records, and additionally may display the job title, profession, state, and zip code of the persons associated with the data record if those fields were provided in the person's User account details;

(v) you agree to ensure the knowledge and obtain the consent of the landowner before posting data on invasive species located on private property;

(vi) you agree that for any Content you post to the website, or otherwise make (or allow any third-party to make) available by means of the website, you are entirely responsible for the Content of, and any harm resulting from, that Content. By making Content available, you represent and warrant that:

- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- you expressly assume all legal and financial liability for the Content and for publishing the Content, and you release NatureServe, its board and its staff from any legal or financial liability for any damages that could result from any legal activity associated with publishing the Content.

## **8. Data Disclaimers**

**Data Accuracy.** NatureServe makes no warranties or guarantees as to the accuracy of the data; this applies to spatial accuracy, species identification, and other qualitative and quantitative attributes.

**Data Limitations.** Data on invasive species for many areas have not been collected and/or submitted to iMapInvasives. Lack of data for a specific location does not mean that invasive species are absent from that location. The dataset should not be relied on as a definitive statement of the presence or absence of all invasive species at a given location and should not be substituted for on-site surveys.

**Data Purposes.** The dataset is not intended to be used for regulatory or permitting purposes, nor for commercial purposes. It is intended for informational and educational purposes only, and to assist in natural resource management, land management, conservation planning, and biological and ecological research.

**Data Currency.** The dataset contains only those records entered into iMapInvasives as of the date the dataset was accessed. The iMapInvasives database is continually growing as new records of invasive species are entered.

**Data Precision.** Data entered into iMapInvasives comes from a wide variety of partners and Contributors, and has been collected and recorded with a wide variety of methods, tools, and formats. Therefore, the data in the dataset exhibits a wide range of spatial scales and precision.