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## Elephant Welfare Project (EWP) Elephant Behavioural Welfare Assessment Tool App

### Terms and Conditions of Use

The EWP Elephant Behavioural Welfare Assessment Tool (the “App”) is a mobile application made available by The Elephant Welfare Project. It was developed by an independent advisory group (the Elephant Welfare Group), which is convened and administered by BIAZA. The aim of the EWG is to contribute to the development of evidence-based guidelines to improve the management and welfare of elephants in the UK.

The App was designed by The University of Nottingham, a charitable organisation incorporated by royal charter in the United Kingdom and whose main administrative offices are at University Park, Nottingham NG7 2RD, United Kingdom. The App is based on research carried out at The University of Nottingham and was developed by Rantmedia Ltd on behalf of the University. References to “us”, “we” and “our” in these terms of use are references to the University.

The App has been designed for use by facilities who keep captive elephants. The purpose of the App is to help you collect the information you need to manage the welfare of your elephants. For facilities based in the UK, the App is also intended to help you export that data in a form which you can use to comply with DEFRA’s reporting requirements. These are the “Permitted Purposes”.

The App is also intended to support research and policy-making. Anonymised data collected via the App may be used for research to better understand elephant behaviour and welfare, and to inform recommendations on policies to improve elephant welfare.

If you have any questions regarding the App, you can email us at [EWP@nottingham.ac.uk](mailto:EWP@nottingham.ac.uk).

#### **By using our App you accept these terms**

By using our App, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must immediately uninstall the App and discontinue its use.

These terms should be read alongside our Privacy Policy which explains how we use personal data collected through the App and exported and shared with us.

We recommend that you print a copy of these terms for future reference.

We may amend these terms from time to time. Please check these terms each time you use the App to ensure you understand the terms that apply at that time.

## **Your use of the App**

We are the owner or the licensee of all intellectual property rights in the App and the content on the App.

We grant you a non-exclusive and revocable user licence to use the App for the Permitted Purposes (defined above).

You agree not to use the App or any content on the App for any other purpose, and in particular not for any commercial purpose.

You agree not to try to modify, disassemble, decompile or reverse engineer the App.

The content on the App is provided for general information only and is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our App.

We cannot guarantee that the App will be secure or free from bugs or viruses. You are responsible for ensuring that your Android device has the latest security updates installed.

We may update and change the App from time to time, for example to fix bugs, to add or remove features, and to introduce additional content. We do not need your permission to make changes to the App and will not be liable to you for any loss suffered as a result of any update or change we make to the App.

## **Your data**

Data that you input into the App will be stored locally on your Android device. You are solely responsible for securing and backing up your own copy of the data.

As a condition of making the App freely available for your use, we ask you to export and share your data so that it can be added to the EWP database and so that you can receive (by email) a report of your results.

The Privacy Policy explains how the Elephant Welfare Project will use data collected using the App which you export and share with us.

## **Our liability**

The App itself is made available free of charge and to support the aims of the Elephant Welfare Project. Accordingly the App is provided 'as is' without any warranties whether express or implied.

To the fullest extent permissible by law, we exclude all implied conditions, warranties, representations or other terms that may apply to the App or any content in it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, the App, or your use of or reliance on any content displayed on the App.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;

- loss of data;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

In the event that the law does not allow the exclusion of liability for any of these losses, in no event shall our liability arising under or in connection with your use of, or inability to use, the App, or your use of or reliance on any content displayed on the App exceed the sum of £100.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **General**

The University of Nottingham's logo and name are registered trademarks. You must obtain our written permission from us prior to using our name or logo in any press release or other form of publicity.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms.

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes that arise in connection with these terms of use.

If any provision (or part of a provision) of these terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.