**Terms of Use**

Read our Privacy Policy at [...](https://www.inaturalist.org/pages/privacy)

Welcome to the Morus APP. The following Terms of Use, govern all use of the Morus App. The Morus App is offered subject to Your acceptance without modification of all of the terms and conditions contained herein (Terms of use).

Please read these Terms of use carefully before accessing or using the Morus App. By accessing or using any part of the App, each user ("You", "Your" or "User") agrees to the Terms of use and their conditions. If You do not agree to all the Terms of use and conditions, You should not access the Morus App. The Morus App is available only to individuals who are at least 18 years old, unless parental permission has been obtained.

1. **Your Morus App registration.** If You create a registration on the Morus App, You are responsible for maintaining the security of Your registration, and You are fully responsible for all activities that occur under the registration and any other actions taken in connection with that. You must not post content to the Morus App by using the registration in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. Morus App’s researcher staff may, at its discretion, change or remove any content that is considered inappropriate or unlawful. Please immediately notify Morus App of any unauthorized uses of Your registration or any other breaches of security. Morus App staff will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
2. **Responsibility of Contributors.** If You post material to the App, or otherwise make (or allow any third party to make) material available by means of the App (any such material, “Content”), You are entirely responsible for the content of, and any harm resulting from Your use of, that Content. That is the case regardless of whether the Content in question constitutes text, or images. If you own the Content prior to contributing the Content to the App, and that Content is subject to Intellectual Property rights, you retain ownership of those rights. Unless you specify otherwise when you post Content, you agree to license Content you contribute to the Morus App researcher staff under the Creative Commons Attribution Non-commercial license (CC BY-NC).

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 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);
  + You will post only Content that is relevant to Morus App and at a rate and volume that does not hinder other Users' ability to use Morus App;
  + the Content is not libellous 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;
  + Your registration details do not mislead others into thinking they represent another specific person or organization. For example, Your login name is not the name of a person other than Yourself;
  + Your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, journals and web sites, and similar unsolicited promotional methods.

By submitting Content to Morus App for the following inclusion, You grant Morus App staff a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, and promoting Your observations, and for the purpose of displaying or promoting the Content or Morus App itself in other venues, such as social media or software distribution platforms. We may repackage publicly available information associated with the Content in a machine-readable format for the ARACNE project partners. You represent and warrant that (a) You own and control all of the rights to the Content that You post or You otherwise have the right to post such Content to the App; (b) the Content is accurate and not misleading; and (c) use and posting of the Content You supply does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity. If You want to delete Content, you should send a mail to the app administrator and Morus App staff will use reasonable efforts to remove it from the App itself, but You acknowledge that caching or references to the Content may not be made unavailable immediately. The contact information is available in the “About us” section of the App.

Without limiting any of those representations or warranties, Morus App has the right (though not the obligation), in the Morus App’ researcher staff ‘s discretion, to terminate or deny access to and use of the App itself to any individual or entity for any reason.

1. **Responsibility of Morus App Visitors.** The Morus App staff reviews, through an accurate mechanism, all of the material, posted to the App, but cannot be responsible for that material’s content, use or effects. By operating the Morus App, its staff endorses the material posted and believes such material to be accurate, useful, non-infringing or non-harmful. However, although the staff takes all the necessary precautions to avoid mistakes and misleading information, You are responsible for the uploaded information; in addition, for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Content that are offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors will be removed. The Morus App staff will also remove as much as possible also material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. However, the Morus App staff disclaims any responsibility for any harm resulting from the use by visitors of the Morus App, any mislabelling by Users of observations, or from any downloading by those visitors of content posted to the App.
2. **Inappropriate Use.** You agree not to use the Morus App, or any of the Contents for any illegal, unlawful, or unauthorized purpose or activity, including but not limited to threatening, abusing, soliciting, spam, harassing, stalking, impersonating, or intimidating other Morus App Users.
3. **Copyright Infringement.** Morus App’s staff respects the intellectual property rights of others, and requests that Users do the same.

If You believe that Your work has been copied on the App in a way that constitutes copyright infringement, please contact the Morus App’s staff which contacts You can find in the “About us” section.

1. **Termination.** Morus App’s staff may terminate Your access to all or any part of the App at any time, with notice about the cause, with immediate effect. If You wish to terminate this Terms of use or Your registration, You may simply discontinue using the App and/or notify the Morus App’s staff about your termination. All provisions of these Terms of use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
2. **Disclaimer of Warranties.** The App is provided “as it is.” The Morus App staff hereby disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. The Morus App staff does not make any warranty that the Content will be error free or that access to the App thereto will be continuous or uninterrupted. You understand that You download from, or otherwise obtained content, are at Your own discretion and risk.
3. **Limitation of Liability.** In no event will Morus App staff will be liable with respect to any subject matter of these Terms of use under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) for interruption of use or loss or corruption of data. Morus App staff shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
4. **General Representation and Warranty.** You represent and warrant that (i) Your use of the Platform will be in strict accordance with the Morus App Privacy Policy located at <https://www.fkbv.um.si/?page_id=15936&lang=en> with these Terms of use and with all applicable laws and regulations (including without limitation any local laws or regulations in Your country, state, city, or other governmental area), regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data under the EU regulation (iii) Your use of the App will not infringe or misappropriate the intellectual property rights of any third party.
5. **Indemnification.** You agree to indemnify and hold harmless the Morus App staff and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of Your use of the App, including but not limited to Your violation these Terms of Use.
6. **Miscellaneous.** These Terms of use constitute the entire agreement between Morus App and You concerning the subject matter hereof, and may be modified only by a written amendment signed by an authorized executive of Morus App or by the posting by Morus App of a revised version of these Terms of use. Except to the extent applicable law, if any, provides otherwise, any access to or use of the Morus App will be governed by the Italian laws, law court of Rome. The prevailing party in any action or proceeding to enforce this Terms of use shall be entitled to costs and attorneys’ fees. If any part of these Terms of use is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign Your rights under this Agreement; Morus App may assign its rights under these Terms of use without condition. These Terms of use will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.