



## Website Terms and Conditions of Use

Use of the website at [www.mappingforrights.org](http://www.mappingforrights.org) (the "Website") is subject to the disclaimer below and the Terms and Conditions which are set out below.

### 1. Scope of these Terms and Conditions

These Terms and Conditions govern your use of this Website; by using this Website, you accept these Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and comply with them.

You acknowledge and agree that you have no right whatsoever to represent, or hold yourself out as representing the Website and/or any member of the Rainforest Foundation UK ("RFUK") and accordingly, you shall not make any comment to any person (including any member of the media) purportedly on our behalf and/or on behalf of any member of the Rainforest Foundation group of charitable organisations (including RFUK) and/or on behalf of the Website.

### 2. Information about RFUK

The Website is operated by RFUK. RFUK are a charity registered in England and Wales under charity number 1138287 and have a registered office at 2nd Floor, Imperial Works, Perren Street, London NW5 3ED.

We are regulated by the UK Charity Commission.

### 3. Website Ownership

RFUK is the owner or licensee of the intellectual property rights and all other proprietary rights in the Website and to the material on the Website. All of these intellectual property rights and other rights are reserved.

You may view, download for caching purposes only, and print pages [or other content] from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- republish material from this Website (including republication on another Website);
- sell, rent or licence material from the Website;
- show any material from the Website in public;
- reproduce, duplicate, copy or otherwise use or exploit material on this Website for a commercial purpose;
- reproduce, duplicate, copy or otherwise use or exploit material on this Website for any other purpose, except in accordance, with the conditions set out at paragraph 3.2 below; or
- edit or otherwise modify any material on the Website without RFUK's express written permission.

Reproduction or use of content or material on the Website is SUBJECT TO THE FOLLOWING CONDITIONS:

Website material is protected by copyright unless otherwise stated. Permission to use any material for reproduction MUST be requested in writing from RFUK IN ADVANCE of usage, and the permission must be granted in writing PRIOR to the reproduction. Please note that participating communities and national partner NGOs hold the joint copyright/intellectual property rights to the geo-referenced data and participatory maps on the site. Moreover, certain sensitive data may have been withheld from public disclosure at the request of the community in question. In all cases, requests for access to, and use of, data should be made in writing to RFUK at [MappingForRights@rainforestuk.org](mailto:MappingForRights@rainforestuk.org) who will in turn liaise with the national NGO and community or communities in question where appropriate.

If you notice copyright violations on the Website, please contact [MappingForRights@rainforestuk.org](mailto:MappingForRights@rainforestuk.org). Many items have been collected from various sources, in some instances where copyright information is not available. This includes some community maps, where the ownership is that of the community concerned. In these cases, the procedure highlighted above should be followed to request use of this information.

If specific usage permission is granted in accordance with this paragraph, you may only use Website imagery, video and audio material if it is for educational or informational purposes. These purposes must be outlined in the usage request and approved in writing by RFUK.

If specific usage permission is granted, RFUK, any partner organisation and the community concerned as RFUK may direct, must be acknowledged as the source/sources of the material.

This specific usage permission does not include the Mapping for Rights or RFUK logos. These images may not be used by persons who are not RFUK employees, on products (including web pages) that are not RFUK sponsored or where previous usage permission has been granted. For sponsorship enquiries regarding the use of these logos, please contact us at [info@rainforestuk.org](mailto:info@rainforestuk.org).

RFUK may revoke any access permissions granted in accordance with this paragraph 3.2, or otherwise in accordance with these Terms and Conditions, at anytime, at its sole discretion.

It is unlawful to falsely claim copyright or other rights to any Website materials.

RFUK shall in no way be liable for any costs, expenses, claims, or demands arising out of the use of Website materials by a recipient or a recipient's distributees.

RFUK does not indemnify nor hold harmless users of Website materials, or release such users from copyright infringement, or grant exclusive use rights with respect to Website materials.

#### 4. Acceptable Use

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other material which is malicious or technologically harmful.

You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without RFUK's express written consent.

You must not use this Website to transmit or send unsolicited commercial communications.

You must not use this Website for any purposes related to marketing without the RFUK's express written consent.

## 5. Restricted Access

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period. Access to certain areas of this Website, including the MappingForRights Database is restricted. RFUK reserves the right to restrict access to other areas of this Website, or indeed this entire Website, at RFUK's discretion. RFUK retains the right to disable or cancel any access granted to restricted areas without limitation.

For access to the MappingForRights Database please fill out the application form found [here](#). If you are granted access, you will be asked to agree to an additional set of terms (the "Database User Agreement") and any access granted is conditional on your acceptance of these additional terms. For the avoidance of doubt, in the event of any conflict between these Terms and Conditions and the Database User Agreement, including its Schedules, the terms of the Database User Agreement shall take precedence.

## 6. Website Disclaimer

RFUK may provide links to web pages that are managed by other organisations, institutions, companies, or individuals which are not under the control of RFUK. RFUK is therefore not responsible for the content you may find there, and the presence of these links does not represent RFUK's endorsement of the sites. Once you link to another site, please be aware that you are subject to a different set of terms and conditions, which should be detailed on that site. We recommend that you carefully review such terms and conditions prior to accessing the relevant third party site.

Data collected may be subject to change. Certain third party data may be incomplete or missing. The community map data available at any time will not necessarily represent a comprehensive record of all community presence, tenure or forest resource use in any

particular country, region or locality. RFUK shall in no way be liable for any costs, expenses, claims, or demands arising out of the use of MappingForRights material by a recipient or a recipient's distributees. RFUK is not obliged to keep the Website up-to-date.

## 7. Website Accessibility

RFUK strives to make the Website accessible to anyone with disabilities. If you have a problem accessing the content on this or any other RFUK website, please notify us at [MappingForRights@rainforestuk.org](mailto:MappingForRights@rainforestuk.org) or +44 (0)20 7485 0193. We will work to make the web page or feature available to you in an appropriate format.

## 8. No Warranties

This Website is provided "as is" without any representations or warranties, express or implied. RFUK makes no representations or warranties in relation to this Website or the information and materials provided on this Website.

Without prejudice to the generality of the foregoing paragraph, RFUK does not warrant that:

- this Website will be constantly available, or available at all; or
- the information on this Website is complete, true, accurate or non-misleading.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind.

## 9. Limitations of liability

Commentary and other materials posted on the website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

To the extent permitted by law, RFUK will not be liable to you (whether under the law of contract, the law of torts or otherwise) for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;

- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above. These limitations of liability apply even if RFUK has been expressly advised of the potential loss.

## 10. Exceptions

Nothing in this Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Website disclaimer will exclude or limit RFUK's liability in respect of any:

- death or personal injury caused by RFUK negligence;
- fraud or fraudulent misrepresentation on the part of the RFUK; or
- any matter for which it would be illegal or unlawful for RFUK to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## 11. Reasonableness

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this Website.

## 12. Other Parties

You accept that, as a limited liability entity, RFUK has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against RFUK's officers or employees in respect of any losses you suffer in connection with the Website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Website disclaimer will protect RFUK's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as RFUK.

### 13. Unenforceable provisions

If any provision of these Website Terms and Conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms and Conditions.

### 14. Indemnity

You hereby indemnify RFUK and undertake to keep the RFUK indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by RFUK to a third party in settlement of a claim or dispute on the advice of RFUK's legal advisers) incurred or suffered by the RFUK arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

### 15. Breaches of these Terms and Conditions

Without prejudice to RFUK's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, RFUK may take such action as the RFUK deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

### 16. User-supplied Content

It is anticipated that you may submit material (including without limitation text, images, audio material, video material and audio-visual material) to this Website, for whatever purpose.

You grant to RFUK a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or

future media. You also grant to RFUK the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or RFUK or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

RFUK reserves the right to edit or remove any material submitted to this Website, or stored on RFUK's servers, or hosted or published upon this Website.

Notwithstanding the RFUK's rights under these Terms and Conditions in relation to user content, RFUK does not undertake to monitor the submission of such content to, or the publication of such content on, this Website.

## 17. Variation

RFUK may revise these Terms and Conditions from time-to-time. Revised Terms and Conditions will apply to the use of this Website from the date of the publication of the revised Terms and Conditions on this Website. Please check this page regularly to ensure you are familiar with the current version.

## 18. Assignment

RFUK may transfer, sub-contract or otherwise deal with RFUK's rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

## 19. Severability

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or



enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 20. Entire agreement

These Terms and Conditions, together with other content listed on this page, constitute the entire agreement between you and RFUK in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.

## 21. Law and Justification

These Terms and Conditions will be governed by and construed in accordance with the governing law of England and Wales and any disputes relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

For more information please contact us at [MappingForRights@rainforestuk.org](mailto:MappingForRights@rainforestuk.org).  
To download a PDF of this policy please [click here](#).