



## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING MYFOREST**

### **WHAT ARE THESE TERMS?**

These terms inform you about the rules for using our of online software service known as myForest (or 'services').

The following online services are currently included within the service terms for myForest:

- **myForest**, hosted at [www.sylva.org.uk/myforest](http://www.sylva.org.uk/myforest)
- **Woodland Wildlife Toolkit**, hosted at [woodlandwildlifetoolkit.sylva.org.uk](http://woodlandwildlifetoolkit.sylva.org.uk)

Unless specifically defined in these service terms, myForest refers to any or all of the above services.

### **WHO WE ARE AND HOW TO CONTACT US**

myForest is operated by Sylva Foundation ('we/our'). Sylva Foundation's address is: Sylva Wood Centre, Long Wittenham, Oxfordshire, Ox14 4QT, United Kingdom.

To contact us, please email [info@sylva.org.uk](mailto:info@sylva.org.uk) or telephone on +44 (0)1865 408018.

### **BY USING OUR SERVICES YOU ACCEPT THESE TERMS**

By using our services, 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 are advised not to use our services.

### **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our services:

Our [myForest Privacy Notice](#) sets out the terms by which we process any personal data we collect from you, or that you provide to us. By using our services, you consent to such processing and you warrant that all data provided by you is accurate.

### **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Whenever you wish to use our services, please check these terms to ensure you understand the terms that apply at that time.

### **WE MAY CHANGE, SUSPEND OR WITHDRAW OUR SERVICES**

The core services, and the setting up of a basic user account, are available free of charge. Additional charges may apply for particular account types, in which case some additional terms may apply.

#### *Free Access*

We do not guarantee that our website, or any content on it, will always be always available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or



withdrawal. You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### *Paid Access*

A specific set of terms of supply apply for access to paid services, and these override the terms described above under 'Free Access'. Currently, specific terms of supply exist as follows:

- Terms of Supply — myForest paid account

### **YOU ARE RESPONSIBLE FOR KEEPING YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you should treat such information as confidential. You should not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows of your user identification code or password, or if you become aware of any apparent breaches of security such as loss, theft or unauthorised disclosure, you must promptly notify us at [dpo@sylva.org.uk](mailto:dpo@sylva.org.uk).

### **HOW YOU MAY USE MATERIAL ON OUR SERVICES**

You will use our services in a manner consistent with all applicable laws, legislation, rules and regulations.

Sylva Foundation is the owner or the licensee of all intellectual property rights in our services, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on our services must always be acknowledged.

### **DO NOT RELY ON INFORMATION ON THIS SERVICES**

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

Although we make reasonable efforts to update the information on our services, we make no representations, warranties or guarantees, whether express or implied, that the content on our services is accurate, complete or up to date. We are not responsible for the results of reliance on any such information.



## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

If your use of our services requires a payment to be made, you will be transferred to a secure payment website operated by a third party where you can enter the requested payment information. The terms and conditions of that external payment website shall apply to the payment process and your use of that external website, to the exclusion of all other terms and conditions including the present ones.

The terms and conditions of any other websites that you link to through our services will also apply to the exclusion of all other terms and conditions including those detailed in these service terms.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

*Whether you are a consumer or a business user:*

- 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.
- To the extent permitted by law, we do not warrant that use of our services will not infringe the rights of any other person or organisation, and we accept no responsibility or liability for any material communicated by you or any third parties via our services.
- Without limitation to any other of our terms, we will in no case be liable for damage to any device or digital content belonging to you that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

*If you are a consumer user:*

- Please note that we provide our services for domestic and private use of consumers. You agree not to use our services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

*If you are a business user:*

- We exclude all implied conditions, warranties, representations or other terms that may apply to our services or any content on 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:
  - use of, or inability to use, our services; or
  - use of or reliance on any content displayed on our services.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.



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## **POSTING MATERIAL ON OUR WEBSITE**

We do not intend to regularly monitor the use of our website or data transmitted to it. However, if we become aware that you are misusing our services, we reserve the right to take appropriate action, which may include excluding you and your affiliates from accessing our services and removing all data and materials that you may have transmitted.

Any information submitted to us through this website will be held and used in accordance with our [myForest Privacy Notice](#).



## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our services. You should use your own virus protection software.

You must not misuse our services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our services, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our services will cease immediately.

## **INDEMNITY**

If you breach any of these terms, you agree to indemnify us for any losses, costs or damages, including reasonable legal fees, incurred by us in relation to, or arising out of, such a breach.

## **VALIDITY OF THESE TERMS**

If any part of these terms is declared invalid for any reason by a court of competent jurisdiction, this will not affect the validity of any remaining part of the terms. Any such remaining part will remain in full force and effect as if the invalid part of the terms had been eliminated.

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, 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.

## **Changes to these Service terms**

We keep our service terms under regular review. This version of service terms was last updated as shown at the top of the document.



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## How to contact us

If you want to request information about privacy or data protection you can email us at ([dpc@sylva.org.uk](mailto:dpc@sylva.org.uk)) or write to:

Sylva Foundation  
Sylva Wood Centre  
Little Wittenham Road  
Long Wittenham  
Oxfordshire  
OX14 4QT

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## Data Protection Register

Sylva Foundation is registered with the Information Commissioner's Office (ICO). Our Registration Number is **Z1773491**.