

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use relate to the WildTrax website, wildtrax.ca, provided by the Alberta Biodiversity Monitoring Institute (ABMI). These Terms of Use are intended to inform the public about the services provided by WildTrax, and the rights and responsibilities of the parties involved.

WildTrax is an online platform for storing, managing, and sharing environmental sensor Data. WildTrax was created through a partnership between the University of Alberta, Dr. Erin Bayne and the Bioacoustic Unit, the Alberta Biodiversity Monitoring Institute (ABMI), and Environment and Climate Change Canada (ECCC). It is hosted and administered by the ABMI as outlined herein. Key funding partnerships with ECCC, Alberta Environment and Parks, the Oil Sands Monitoring Program, and Canada's Oil Sands Innovation Alliance continue to be crucial to the ongoing development and success of the platform.

Users of the WildTrax website agree to be bound by these Terms of Use. If you do not agree to the Terms of Use, do not use the WildTrax website.

1) DEFINITIONS

In this document, the following definitions apply:

- A. **"Terms of Use"** means these Terms and Conditions, including the Privacy Policy enclosed within.
- B. **"ABMI"** means the Alberta Biodiversity Monitoring Institute, which owns and administers the WildTrax website.
- C. **"WildTrax"** means the WildTrax online platform and website, its administrative team, and its associated software including online tools for storing, managing, processing, and sharing Data. This website is located at: <http://www.wildtrax.ca/home.html>.
- D. **"Data"** means biological and environmental Data uploaded to WildTrax by Data Owners and all intellectual property rights therein, including Data from sensor technologies such as remote cameras and autonomous recording units (ARUs). This Data can come in the form of spatial information, sampling locations, audio files, video files, image files, Data tables, metadata, and Data collectors.
- E. **"Access"** means a User's ability to download, view, and otherwise use the Data stored on WildTrax.
- F. **"Personal Information"** means personal profile information provided by the User in the creation of their WildTrax account including but not limited to their name, username, password, email address, phone number, mailing address, and photographs. Personal Information does not include Data.
- G. **"Canada's Anti-Spam Legislation (CASL)"** means the legislation titled: "An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act," SC 2010 c 23.
- H. **"User"** means a Registered User including those Registered Users who are Data Owners who upload their Data to WildTrax.
- I. **"Registered User"** means any individual, association, corporation, organization, or institution who has provided Personal Information to WildTrax. Registered Users may also be Data Owners.
- J. **"Data Owner"** means a Registered User who has uploaded their Data onto WildTrax. The ABMI maintains Data on WildTrax, and, as such, is a Data Owner.

- K. **“Data Processing”** means the method of translating raw Data into a derived Data set using defined protocols
- L. **“Privacy Setting”** means the privacy setting which a Data Owner selects for the Data which they upload.
- M. **“Metadata Standards”** means the basic set of definitions given to all of the variables within a Dataset, so that all downstream users interpreting the Data share a common understanding of what the Data means.
- N. **“Fee”** means the Fee paid by a User for requested services. This Fee includes any and all taxes which may be associated with the services.
- O. **“Third Party Payment Software”** means any application or software which operates to process transactions and support online money transfers between vendors, consumers, auction sites, and other commercial entities.
- P. **“Derivative Works”** means an expressive creation which includes major elements of an original, previously created Dataset. The Derivative Work is a separate, independent work which is based on the original Dataset.

2) OUR SERVICES:

- A. ABMI is dedicated to encouraging the development, growth, and distribution of environmental Data. WildTrax serves as an online tool for storing, managing, processing, and sharing environmental Data.

It should be understood that the ABMI will host the WildTrax website as an internet platform whereby Data Owners, opting to upload their Data, can provide Access to their Data to Users of the website based upon permissions and restrictions determined by the Data Owner. Although the ABMI intends to liaise a collaborative Data sharing environment, all Access to Data shall be determined solely by the Data Owner, at their unfettered discretion. In addition, WildTrax intends to provide Data sharing opportunities with third party Data platforms, such as NatureCounts, administered by Birds Canada. Users will have the opportunity to opt out of all third party Data-sharing opportunities if desired.

- B. WildTrax Intellectual Property: Any text, design, graphics, photos, code, and software used or incorporated into the WildTrax website for use in hosting and/or administering the website is the proprietary intellectual property of ABMI and is governed by these Terms of Use (“WildTrax Intellectual Property”). Users agree and acknowledge that they shall not copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or otherwise gain any right in or access to any WildTrax Intellectual Property, or any part thereof, at any time for any reason whatsoever. Any unauthorized use of WildTrax Intellectual Property will be considered a violation of the ABMI’s rights, and may result in legal consequences for the party in breach.

For clarity, WildTrax Intellectual Property relates to any and all intellectual property used by the ABMI, directly or indirectly, for the hosting and/or administration of the WildTrax website (e.g., website content) and does not include any Personal Information, Data, Derivative Works, or any other information contributed by Users. Unless otherwise expressly agreed upon by the parties, the ABMI shall not, at any time, own or have any proprietary rights in any Personal Information, Data uploaded by a Data Owner, Derivative Works, or any other information contributed by Users.

- C. WildTrax is strictly a hosting service and provides the infrastructure and organizational framework which allows Data owners to contribute Data and Users to Access the Data. WildTrax only accepts Data which meet conventional Metadata Standards.
- D. All Data on WildTrax is provided with supporting metadata sufficient to make sensible and informed decisions about the Data use. Users must abide by these Metadata Standards when uploading and/or interpreting Data on WildTrax.
- E. Data Owners understand and agree that misinterpretation of Data may occur. While all reasonable efforts may be made to ensure the accuracy of Data and associated documentation, WildTrax makes no guarantee, representation or warranty relating to Data accuracy. Data Users acknowledge that Data may be updated periodically and without warning, and that the Data User shall be responsible to check for such updated versions of Data.

3) YOUR RESPONSIBILITIES

- A. In order to use WildTrax, or portions of WildTrax, you will be required to sign up and log in. In such a case, you agree to provide truthful Personal Information as requested during the registration process. By registering on WildTrax you explicitly agree to its Terms of Use, including the Privacy Policy enclosed within, and any amendments made to WildTrax, its Terms of Use, or its Privacy Policy from time to time.
- B. You agree that ABMI, or any of its associated representatives, may communicate with you, including by sending information, correspondence, and notices to you. These communications may be sent via email, messages, push notification, phone, or otherwise through the contact information associated with your account.
- C. As a Data Owner that has elected to contribute Data to WildTrax, you confirm that the Data being contributed is your own original work, and that no third party has intellectual property or other proprietary rights in the Data, or, where such third party rights exist, that you have obtained the written releases and consent necessary to allow ABMI to use/process the Data in the manner prescribed by these Terms of Use, and that, where applicable, you agree to the use of your Data for the creation of Derivative Works. You understand and acknowledge that, unless expressly agreed upon in writing, you shall, at all times, remain the owner of your Data.

4) ACCEPTANCE OF TERMS

- A. Where permission has been granted by the Data Owner, the ABMI, as host of the Data, grants you limited, gratuitous, revocable, non-transferrable, and non-exclusive Access to the Data of the Data Owners, subject to your unconditional acceptance of and compliance with any and all Terms and of Use enclosed within this document. By creating an account on WildTrax, you are agreeing to and accepting these Terms of Use.

5) MODIFICATION OF TERMS OF USE AND THE WEBSITE

- A. ABMI reserves the right to modify these Terms of Use at any time without prior notice by posting such modifications on WildTrax. By continuing to use WildTrax after such modifications have been posted, you indicate your agreement to be bound by these Terms of Use as modified.

- B. WildTrax, and information and services provided to you on and through WildTrax, are provided on an 'As Is' basis. By agreeing to these Terms of Use, you agree that ABMI exclusively reserves the right to modify or discontinue provision of WildTrax and its services, and to modify or delete any information provided to WildTrax, either temporarily or permanently. ABMI shall have no responsibility nor liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any information.

6) LIMITED RIGHT TO USE

- A. A WildTrax account grants Users certain rights to Access Data in accordance with these Terms of Use. Users understand and agree that certain rights to Access Data might be limited where the Data has not been publicly released on WildTrax. Notwithstanding how the Data is stored on WildTrax or accessed by a User, accessing Data does not transfer any of the intellectual property rights in the Data to you.
- B. Derivative Works: Data in the WildTrax system represent significant expenditures of time and money by Data Owner(s) to design, collect, and process the information. Creating partnerships is a key goal of WildTrax. Thus, parties interested in using public Data for publication are strongly encouraged to contact the Data Owners before use to: A) ensure that the proposed use does not duplicate work in progress or previously completed; B) determine if the Data Owner(s) should be invited to contribute to the development of the publication as a co-author(s). It is up to the Data Owner(s) and potential Data User(s) to define what is expected by each group to warrant authorship.

7) LICENSING OF CONTENT

- A. Upon uploading Data as a Data Owner, you confirm that the Data is your own original work, and that no third party has intellectual property or other proprietary rights in the Data, or, where such third party rights exist, that you have obtained the written releases and consent necessary to allow other Users to use the Data in the manner prescribed by these Terms of Use. In the event that you have failed to obtain such written releases and consent, you will be considered to be in breach of these Terms of Use and will bear the full liability of any and all intellectual property infringement and any other legal liabilities which may arise from this breach. This may result in the removal of your Data from WildTrax, a suspension or termination of your account, and/or legal action being initiated against you.
- B. At all times, Data Owners shall maintain ownership of all intellectual property rights, including all moral rights, to the Data which they upload. However, when acting as a Data Owner, and where appropriate permissions have been granted, you are agreeing to grant other Users the ability to Access the Data and to create Derivative Works in accordance with their rights under these Terms of Use.

8) UPLOADING DATA

- A. Data can be uploaded to WildTrax in one of two ways:
 - i. Data Owners may choose to upload Data directly into their WildTrax account.

- ii. Data Owners may choose to upload their Data onto a physical device, such as a USB drive or external hard-drive, and deliver it to the WildTrax administrative team. The administrative team will then manually upload the Data to WildTrax, and the Data Owner will be able to manage this Data once this upload has been completed. Users wishing to utilize this option can deliver their Data to:

1-107 Centennial Centre for Interdisciplinary Studies
University of Alberta
Edmonton, AB
Canada, T6G 2E9

Alternatively, Users may mail their Data in to:

Pamela Foster
CW 405 Biological Sciences Building
University of Alberta
Edmonton, AB
Canada, T6G 2E9

9) PRIVACY SETTING

- A. The ABMI acknowledges and understands the proprietary nature of the Data Owner's Data, and the desire, in some cases, that privacy of the Data be maintained. The default setting for WildTrax Projects when they are initially created is "Active", which means that the Data is being processed and is not available to the public. Once Data is processed and verified, Data Owners are encouraged to update the Project Privacy Setting to one of the Published settings to indicate that the Project is complete. Data Owners shall retain full control over the Privacy Setting which they select for their Data. This means Data Owners may choose to make their Data accessible to no other Users, specified Registered Users, or all Registered Users. The Privacy Setting is initially selected at the time that the project is created and can be changed at any time. This is done by selecting any of the following settings below:
 - i. Active: Data is actively being processed and is not available to the public.
 - ii. Published - Private: The project is complete and can no longer be edited. The Data remains fully private and is accessible only to the Data Owner, and project and organization members.
 - iii. Published – Map Only: The project is complete and can no longer be edited. Only site locations, if shared by the Data Owner, are mapped in Data Discover. Registered Users can request access to the project, including associated media if it exists.
 - iv. Published – Map + Report Only: The project is complete and can no longer be edited. Only the derived Data is publically available in a report, and site locations, if shared by the Data Owner, are mapped in Data Discover. Registered Users can request access to associated media if it exists.

- v. **Published – Public:** The Project is complete and can no longer be edited. This setting fully releases every aspect of the Data to WildTrax. All Registered Users have access to the Data and associated media if it exists.
- B. Data Owners can choose whether site locations are visible or hidden to other Registered Users in WildTrax. Location visibility settings are selected at the Organization level, and can be customized for each location. This is done by selecting one of the settings below:
- i. **Hidden:** The location is only visible to Organization members and does not appear on any maps. Data associated with hidden locations is not publicly available and does not appear on any derived Data reports.
 - ii. **Visible:** The location is visible to all Registered Users, and appears on maps. Data Owners choose one of several various buffer options
- C. Data Owners have control over how visible site locations are buffered within WildTrax and displayed to other Registered Users in WildTrax. Location buffer settings are selected at the Organization level, and can be customized for each location. This is done by selecting one of the settings below:
- i. **True Location + No buffer radius:** The true site location is available to the public.
 - ii. **True Location + Buffer radius:** The public can only see a random point within a radius specified by the Data Owner.
 - iii. **Buffered Location:** The Data Owner uploaded a buffered location, which will be shared publicly.
- D. Data Owners may choose to provide Access to their Data to specified Users. The Data Owner selects which other Registered User(s) they are sharing it with by adding users to their WildTrax organization or WildTrax project(s). No other Registered Users will have Access to the Data.
- E. The Privacy Setting will be determined by the Data Owner at the time that the project is created in WildTrax and can be changed at any time during the project. In the event that the Data Owner does not specify a Privacy Setting at the time of upload, the default Privacy Setting will be “Active”.
- F. If Data has been uploaded under a Published – Map + Report setting, Users may contact the Data Owner using a Request for Access form within WildTrax and request Access to this Data. The Data Owner can either grant or deny permission to fully Access the Data. Data sharing agreements can be signed between interested parties and stored on WildTrax.

10) DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNITY

- A. Data Owners collect, manage, and upload Data at their own risk. Neither ABMI, nor any of its affiliates, bear any responsibility nor liability for any injury of any type which Users may sustain from gathering, managing, or uploading Data to WildTrax, or their Access thereof.

- B. Data Owners may, where applicable, allow Users to Access, reproduce, distribute, display, and create Derivative Works from this Data in accordance with their rights under these Terms of Use.
- C. ABMI does not endorse any Derivative Work created from any of the Data within WildTrax. ABMI, and its affiliates, prohibits the unauthorized use of any of their intellectual property by any Derivative Work which is constructed through the use of WildTrax Databases. For clarity, where a party wishes to construct a Derivative Work, the party must first obtain express written permission from the appropriate entities, including the Data Owner of the intellectual property (Section 6(B)).
- D. Data Owners agree to indemnify and save harmless ABMI from and against any and all claims and expenses, including legal fees and proceedings, which may arise from uploading the Data, losing the Data, or granting Users Access to the Data. ABMI makes no representations, guarantees, conditions, or warranties as to the quality, value, or uses of the Data contained on its Databases, except as dictated by these Terms of Use. Data Owners agree that all content, including, but not limited to information or Data of any kind, made available to WildTrax shall be the sole responsibility of the Data Owner of this information or Data.
- E. By using WildTrax, you agree that your use of the services shall be at your sole risk. To the fullest extent permitted by law, ABMI, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the services and your use thereof. ABMI makes no warranties or representations about the accuracy or completeness of WildTrax's content, information, or Data, or the content of any sites linked to WildTrax. ABMI assumes no liability or responsibility for any errors, mistakes, or inaccuracies of content, information, or Data stored on WildTrax. ABMI assumes no liability for personal injury or property damage of any nature whatsoever resulting from use of WildTrax. ABMI also assumes no liability for any unauthorized access to or use of WildTrax, and/or any Personal Information stored therein. ABMI assumes no liability or responsibility for any errors or omissions in any content or Data on WildTrax, or for any loss or damage of any kind incurred as a result of the use of WildTrax. ABMI does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered through WildTrax by any third parties, nor does it warrant, endorse, guarantee, or assume responsibility for any hyperlinked services. ABMI will attempt to maintain the integrity of content, Personal Information, and Data stored on WildTrax to the fullest extent possible, but ABMI is not responsible for any breach or system failure of WildTrax, nor is it responsible for any damages which Users may incur as a result of any breach or system failure of any kind including but not limited to any bugs, viruses, Trojan Horses, or the like which may be transmitted through WildTrax by any third party.

11) FEES AND PAYMENT

- A. Use of WildTrax shall be free of charge, unless fee-based data management or processing services are requested. Where a Fee might apply, Users will be notified and payment of a Fee will be requested, such request outlining payment methods and timelines. Where applicable, you agree to pay all applicable Fees as requested by WildTrax. Unless expressly agreed upon by WildTrax, failure to pay the Fee will result in the cancellation of your account. WildTrax reserves the right to amend, alter, or modify the Fee schedule and/or payment process at any time.

12) TERMINATION

- A. Users retain the right to terminate their membership in WildTrax's services at any time. Upon termination, you will no longer have Access to the Data held by WildTrax. Unless otherwise agreed to by the Data Owner, Data uploaded under your account as a Data Owner will be removed from the WildTrax Database.
- B. ABMI reserves the right to terminate part or all of the services offered by WildTrax, to terminate these Terms of Use, and to suspend or terminate User accounts or Access to Data. ABMI reserves the right to suspend or end services at any time, with or without cause, and with or without notice. Unless otherwise agreed upon, if you are banned or suspended, any Data which has been uploaded to WildTrax under your account will be removed immediately from WildTrax.

13) JURISDICTION:

- A. These Terms of Use are governed by the applicable legislation of the Province of Alberta, as well as any applicable federal legislation of Canada. The courts of the Province of Alberta, without regard to their conflicts of law's provisions, shall have exclusive jurisdiction over any dispute arising out of your use of WildTrax. Regardless of your physical location, residence, or domicile, you undertake and agree to commence no action nor make any claim of any kind in any jurisdiction other than the courts of the Province of Alberta.

14) ENTIRE AGREEMENT

- A. These Terms of Use do not create an employment, agency, partnership, or joint venture relationship between you, WildTrax, ABMI, its Users, or any third party. If you have not signed a separate agreement with ABMI, these Terms of Use constitute the entire agreement. If there is any conflict between these Terms of Use and such a signed written agreement, the signed agreement will control.

15) WAIVER OF PROVISION

- A. If, in any circumstances, ABMI chooses not to enforce any provision of these Terms of Use, it is not a waiver of that provision.

16) SEVERABILITY

- A. If any provision, or part of a provision of these Terms of Use, is found unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and will be enforced to the maximum extent permissible, and all other provisions of these Terms of Use will remain in full force and effect.

17) PRIVACY POLICY

- A. By using WildTrax, you acknowledge and agree that this Privacy Policy is part of the Terms of Use. You further agree to use your account on WildTrax for lawful purposes. You are responsible for all content and Data on your account. By using WildTrax, you signify your acceptance of this Privacy Policy and your consent to the collection, use, and disclosure of your Personal Information as described herein. If you do not agree to this Privacy Policy, you will not be granted Access to WildTrax.

- B. WildTrax uses “cookies,” or similar technologies, to improve your experience and to save you time. Cookies are tags placed onto your mobile device or computer from which you Access WildTrax, thereby allowing your device or computer to be recognized each time you Access WildTrax. Through the use of cookies, WildTrax can be customized to your individual preferences in order to create a more personalized and convenient experience. Please note that cookies used for WildTrax do not store personally identifiable information about you.
- C. Any information collected for the purposes of any payment processed through Third Party Payment software will abide by the terms and conditions and the privacy policies associated with the Third Party Payment software which was used to make this transaction.
- D. WildTrax may collect and use information provided by you including, without limitation, the following:
 - i. Any and all Personal Information which you provide to WildTrax in the creation of your account.
 - ii. Any and all Data which you may contribute to WildTrax.
- E. ABMI will aim to protect the confidentiality, security, and integrity of your Personal Information and any Data stored on WildTrax. Only those employees and third party affiliates who need access to your information in order to perform their duties are allowed such access. ABMI will only retain your Personal Information for as long as necessary to comply with our legal obligations.
- F. You are responsible for safeguarding your own password and should never disclose it to any third party. In the event that you become aware that your password information has been compromised, you hereby agree to notify ABMI as soon as reasonably possible.
- G. ABMI is committed to security measures, and employs such measures to protect against the loss, misuse, or alteration of Personal Information collected from Users. The measures used to achieve these ends comply with industry standards.
- H. ABMI reserves the right to disclose your Personal Information without your knowledge or consent in certain circumstances. This may be done when ABMI, in its sole discretion, deems it necessary in order to protect our rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.
- I. All Users are permitted to submit written requests to obtain the following:
 - i. Their Personal Information under the custody or control of ABMI
 - ii. Information about the purposes for which their Personal Information under the custody or control of ABMI has been and/or is being used.
 - iii. The names of persons to whom their Personal Information has been and/or is being disclosed, and the circumstances surrounding this disclosure.
- J. Each such request will be responded to as accurately and completely as reasonably possible. A User’s ability to view his or her Personal Information under the control of the ABMI is not absolute. The ABMI shall not disclose Personal Information where doing so would likely reveal Personal

Information about a third party, or where ABMI chooses not to disclose Personal Information, including where disclosure would reveal confidential commercial information.

- K. All Users are permitted to submit written requests in order to correct errors or omissions in their Personal Information. If a User successfully demonstrates the inaccuracy or incompleteness of that User's Personal Information as contained in their WildTrax account, ABMI will amend this Personal Information as required and, if reasonable to do so, send correction notifications to any other Users or third parties to whom the incorrect Personal Information was disclosed.

18) PROHIBITED CONDUCT

- A. By using WildTrax, or any services provided thereby, you explicitly agree that, without limitation, you shall not:
 - i. Provide any content or conduct yourself in any manner which may be, or may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; tortious; defamatory; libelous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere or interrupt WildTrax, or any service provided therein; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national, or international law;
 - ii. Impersonate or misrepresent your association with any person or entity; forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;
 - iii. Collect or harvest any information about other Users, except as provided for on WildTrax, including through Data mining, robots, software, or any other Data gathering and extraction method whatsoever.
 - iv. Provide or use WildTrax for the provision of any content or service in any commercial manner, and/or in any manner which conflicts with Canada's Anti-Spam Legislation (CASL), including in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising;
 - v. Provide any content that may give rise to civil or criminal liability for ABMI, or any of its affiliates, or that may constitute or be considered a violation of any local, national, or international law, including but not limited to, laws relating to intellectual property.
 - vi. Post, transmit, link to or otherwise distribute any materials, information, or content constituting, advocating, or encouraging conduct that would constitute a criminal offense or give rise to civil liability or otherwise use WildTrax in a manner which is contrary to law or would serve to restrict or inhibit any other person from using or enjoying WildTrax;
 - vii. Defame, abuse, stalk, harass, threaten, or otherwise violate the legal rights of others, including, but not limited to rights relating to privacy and publicity; and
 - viii. Post, transmit, link to, or otherwise distribute any information, materials, or content, including, for greater certainty, software, which contains a virus, cancelbot, Trojan horse, worm, or other harmful or disruptive component.

- B. In the event that you commit any of these above-mentioned forms of prohibited conduct, ABMI reserves the right to suspend or terminate your WildTrax account. You further risk legal consequences, including but not limited to civil and criminal liability as necessary.

19) CONTACTING OR COMMUNICATING WITH US

- A. If you have any questions, with respect to these Terms of Use, or if you wish to request information on or a correction to your Personal Information held under your WildTrax account, please contact WildTrax directly:
- i. by phone at 1-(780)-248-1592,
 - ii. by facsimile at 1-(780)-492-7635,
 - iii. by email at info@wildtrax.ca, or
 - iv. by regular mail at the Alberta Biodiversity Monitoring Institute, 1-107 Centennial Centre for Interdisciplinary Studies (CCIS, University of Alberta, Edmonton, AB, Canada T6G 2E9.