

## ETIS Online Terms and Conditions

### Introduction

Acceptance of the Terms and Conditions described in this document is prerequisite to any provision of data to or use of ETIS Online, the internet portal for the Elephant Trade Information System (ETIS).

ETIS is a comprehensive and global information system whose central feature is a database holding the details of law enforcement records for seizures or confiscations of elephant ivory and other elephant specimens which have been reported to occur since 1989. ETIS was established and is managed by TRAFFIC International (hereafter 'TRAFFIC') to support the implementation of the various iterations of Resolution Conf. 10.10 of the Conference of the Parties to the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

The development and implementation of ETIS, as well as the programme on Monitoring the Illegal Killing of Elephants (MIKE), are guided and supported by the CITES Parties, the CITES Standing Committee and its MIKE-ETIS Subgroup, and a MIKE-ETIS Technical Advisory Group (TAG).

Development, management and coordination of ETIS implementation is led by the non-governmental organization TRAFFIC, in collaboration with the CITES Secretariat and in consultation with the TAG. Overall supervision of ETIS (and MIKE) is provided by the CITES Standing Committee, and executed through its MIKE-ETIS Subgroup, in accordance with Resolution Conf. 10.10.

### Purpose

The purpose of ETIS Online is to help government representatives of CITES Parties (hereafter 'Parties') and States not Party to CITES (hereafter 'non-Parties') to enhance their participation in ETIS by having the opportunity to submit, access, review and download data relating to their country. Through ETIS Online, these representatives will also be able to retrieve summary reports and other relevant outputs which may be available from time to time.

### Intellectual property rights

As outlined in paragraph 27 g of Resolution Conf. 10.10 (CoP18), *"the detailed data on individual seizure cases ... are owned by the respective data providers, which in most cases are the CITES Parties"*. The CITES Secretariat represents the interests of the Parties with regard to data ownership. TRAFFIC International acts as a custodian of information provided by the Parties, non-Parties and other sources. The University of Reading owns the intellectual property rights for the database software hosting ETIS data. TRAFFIC International owns the intellectual property rights for the software developed for ETIS Online. Subject to the license below, all of these intellectual property rights are reserved.

### Data provision

Resolution Conf. 10.10 provides for Parties to complete and submit to TRAFFIC directly or via the CITES Secretariat a prescribed form within 90 days of a seizure or confiscation of ivory or other elephant specimens, for subsequent inclusion into ETIS. The law enforcement agencies of non-Parties are also requested to provide such data.

The majority of seizure and confiscation records in ETIS are submitted by Parties to CITES, usually through their CITES Management Authorities, but also by their law enforcement agencies. Resolution Conf. 10.10 furthermore provides that information on illegal trade in elephant products from other credible law enforcement and professional resource management bodies should be taken into consideration. As such, some data in ETIS are acquired from published records of elephant product seizures and from credible non-governmental organization sources. Data has also been provided for use in ETIS under a data exchange

programme between TRAFFIC International and the World Customs Organization. Such data relate to seizures and confiscations of ivory or other elephant specimens.

ETIS Online provides one channel for submission of ETIS records by designated representatives of Parties and non-Parties. Manual or electronic data submission direct to TRAFFIC or via the Secretariat remains possible.

#### Data access

Pursuant to Resolution Conf. 10.10 “...data relating to a CITES Party will be accessible to that Party ... for information and review purposes, but will not be released to any third party without the consent of the Party concerned”. Parties and non-Parties may use information extracted from ETIS Online for purposes consistent with the CITES objectives for ETIS, and for those purposes only.

Designated representatives of Parties and non-Parties may access and download records of seizures and confiscations from ETIS Online that are reported to have occurred in their territory or for which their country has been implicated as a country of origin, transit or destination. Access restrictions within ETIS Online will ensure that other records are not available.

#### User validation and access management

Access to ETIS Online will be restricted to users validated by the CITES Management Authority of a Party (or competent authority of non-Party). An automated system will validate all new users matching contact details of CITES National Contacts for Management Authorities according to the list maintained by the CITES Secretariat. All other requests will be forwarded on to the country’s Management Authority to validate. Reminders will be sent to the Management Authority and the outcome of a request transmitted to the user. A list of requests and users will be maintained for ETIS Online access management.

The CITES Management Authority may instruct TRAFFIC to disable access to ETIS Online in the event of a breach of these Terms and Conditions or a security breach or similar incident that may compromise the security of the Database. Users shall be informed as quickly as possible about the reasons behind such actions.

#### Data use

For records accessed through ETIS Online relating to seizures or confiscations made in their own territory, designated representatives of Parties and non-Parties may:

- compile and combine records so derived from ETIS Online with other information; and
- distribute, communicate and show in public records so derived and related analyses, provided that CITES and ETIS are credited as the source of the material.

Due to the confidential nature of the data, for records accessed through ETIS Online relating to seizures or confiscations not made in their own territory, designated representatives of Parties and non-Parties:

- may share such data with government representatives of other Parties or non-Parties only in order to verify details, including the evidence of the trade route involved;
- may not otherwise distribute or publish such material.

Representatives of Parties or non-Parties should not:

- sell, rent or sub-license material from ETIS Online; or
- reproduce, duplicate, or copy material from ETIS Online for any commercial or non-commercial purpose not listed above.

#### Acceptable use

ETIS Online must not be used in any way that causes, or may cause: damage to the system and related databases; impairment of the availability or accessibility data; in any way which is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Parties and States not Party to the Convention must notify the CITES Secretariat of actions related to systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting), which come to their attention.

#### Data use for ETIS Analysis

Parties and non-Parties grant TRAFFIC International access to data submitted via ETIS Online for the purposes specified in Resolution Conf. 10.10: *“to measure and record levels and trends, and changes in levels and trends, of illegal trade in ivory; to assess whether and to what extent observed trends are related to changes in the listing of elephant populations in the CITES Appendices and/or the resumption of legal international trade in ivory; to establish an information base to support the making of decisions on appropriate management, protection and enforcement needs; and to build relevant capacity in range States”*.

In this regard, TRAFFIC International will provide comprehensive reports to each meeting of the Conference of the Parties and other outputs as instructed by the Conference of the Parties, the Standing Committee or its MIKE-ETIS Subgroup, the CITES Secretariat, the TAG or Parties.

#### User content

Data Provider content must not be illegal or unlawful. TRAFFIC will strive to ensure data quality and engage with Parties or States not Party to CITES in the validation of all seizure records. In the event of any disputes concerning the editing or removal of any material submitted to ETIS, stored on ETIS servers, or hosted or published via ETIS Online, the CITES Secretariat, in collaboration with the MIKE-ETIS Subgroup, will resolve them through negotiation.

In these Terms and Conditions, “Data Provider content” means material (including, without limitation, text, images, audio material, video material and audio-visual material) that is submitted to ETIS Online in accordance with Resolution Conf. 10.10.

#### No warranties

ETIS Online is provided “as is” without any representations or warranties, express or implied. TRAFFIC International, as the manager and coordinator of ETIS Online, the CITES Secretariat and the University of Reading as contributor of software used by the Database make no representations or warranties in relation to the Database or the information and materials provided on its related website.

Without prejudice to the generality of the foregoing paragraph, TRAFFIC International, the University of Reading and the CITES Secretariat do not warrant that:

- ETIS Online will be constantly available, or available at all;
- the information available through ETIS Online is complete, true, accurate or non-misleading; or
- the information available through ETIS Online is fit for a particular purpose.

#### Limitations of liability

Neither TRAFFIC, as the manager and coordinator of ETIS Online, the CITES Secretariat, nor the University of Reading as contributor of software used by the Database will be liable (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Database:

- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if TRAFFIC International, the University of Reading or the CITES Secretariat has been expressly advised of the potential loss.

#### Exceptions

Nothing in the disclaimers provided in these Terms and Conditions will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in those disclaimers will exclude or limit TRAFFIC International's or the University of Reading's liability in respect of any:

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

#### Unenforceable provisions

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

#### Applicable Law

Nothing in these Terms and Conditions should be read to alter the scope and application of intellectual property rights as determined under relevant laws, regulations and international agreements of the Parties or the States not Party to CITES.

The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 will be applicable in respect to the role of the CITES Secretariat in all activities related to the Database.

#### Breaches of these Terms and Conditions

If these Terms and Conditions are breached, the CITES Secretariat will consult with Parties and States not Party to CITES on actions to deal with the breach, and provide appropriate instructions to TRAFFIC as system manager, including suspending access to the Database, prohibiting access to the website, blocking computers using a particular IP address from accessing the Database, or contacting an internet service provider to request that it blocks access to the website.

#### Entire agreement

These Terms and Conditions constitute the entire agreement between a Data Provider to or user of the Database and the CITES Secretariat, on behalf of the Parties to CITES, in relation to use of this Database.

Parties and States not Party to CITES, the CITES Secretariat and TRAFFIC International shall carry out their respective responsibilities in accordance with the provisions of these Terms and Conditions.

Ticking a box at the time an application to access the Database, as a Data Provider or as a user, is submitted indicates that these Terms and Conditions have been read and accepted. As mentioned above, acceptance of these Terms and Conditions is prerequisite to any provision of data to or use of the Database and related website.