

# TERMS AND CONDITIONS OF THE REPCET APPLICATION

## ARTICLE 1: Preamble and Legal Notices

The REPCET® system, developed by the organisation Souffleurs d'Ecume and the Chrisar Software Technologies company, aims at reducing the risk of collisions between ships and large cetaceans and to gather data on cetacean positions for scientific purposes.

These Terms of Use (hereafter referred to as Terms) concern an extension of this system: a REPCET® mobile application (hereafter referred to as REPCET APP), developed and managed by the organization Souffleurs d'Ecume. REPCET APP is a smartphone software integrated to the REPCET® system.

The editor of REPCET APP is Souffleurs d'Ecume, a French NGO ("association loi 1901") declared on 23 May 2000 in Marseille under the number 0133095137 (SIRET 449 804 319 00035), located at Hôtel de Ville, 83170 La Celle, France, and represented by its President Mr Frédéric Capoulade — email: [contact@souffleursdecume.com](mailto:contact@souffleursdecume.com).

Any person installing and using REPCET APP is hereafter referenced to as the USER. The USER is encouraged to carefully read these Terms and agree to abide by them before using REPCET APP.

The development of REPCET APP was made possible thanks to the following contributors: Agence de l'EAU, Pelagos Sanctuary, ACCOBAMS Agreement, Fondation Nicolas Hulot pour la Nature et l'Homme.

## ARTICLE 2: Presentation of REPCET APP

REPCET APP is a derivative of the REPCET® system transmitting marine mammal positions to equipped ships in real time. Positions are mapped on a dedicated screen on-board in the shape of risk areas in which crews are encouraged to increase their watch and reduce speed in order to reduce the risk of ship strikes.

REPCET APP allows spreading the REPCET® network by giving the opportunity to other stakeholders to report positions of cetaceans sighted at sea. Animal positions sent by the USER are thus transmitted to ships equipped with the system.

The USER will not receive any cetacean position from the network. Only the observations of the USER will appear on the map.

Each user can install REPCET APP on its mobile terminal (Android) subject to an appropriate subscription to his/her mobile phone operator. SOUFFLEURS D'ECUME reserves the right to retrieve the APPLICATION from download platforms at any time and without prior notice.

To work, REPCET APP requires storing data on the USER's mobile terminal and an Internet connexion. To be noted that REPCET APP is usable even out of network cover: in that case, data is stored and transmitted as soon as the terminal is connected again.

### **ARTICLE 3: Use of Species Data**

REPCET APP is conceived for transmitting data on cetaceans in priority. But it can also transmit positions of other species like sea turtles for example.

Large cetacean positions are systematically transmitted to ships equipped with REPCET® in order to reduce the risk of collisions.

Data on animal positions collected via REPCET APP are property of SOUFFLEURS D'ECUME. SOUFFLEURS D'ECUME commits to only using this data in the framework of studies on the knowledge and protection of marine life. In this context, SOUFFLEURS D'ECUME could share this data with other organisations also working for the protection of wildlife through contracted exchanges.

### **ARTICLE 4: Commitment of non-disturbance of the animals**

The USER's attention is drawn to the fact that cetaceans are particularly sensitive to disturbance due to intrusive approaches. Disturbing animals during vital activities (resting, feeding, socialising, and breeding) compromises their breeding success, increases their energy expenditure and decreases their immunity. In areas highly frequented by human activities, such as the Mediterranean Sea, these repeated disturbances can lead to a weakening and disappearance of a cetacean population. For these reasons, cetaceans are protected by several international conventions (Barcelona, Bern, Bonn Conventions and ACCOBAMS Agreement) and national laws.

For these reasons, agreeing to these Terms commits the USER to respecting the Code of Good Conduct or any other whale-watching rules in force in the area. In the case of the Pelagos Sanctuary this code imposes a minimum distance of 100m between the vessel and the animal (full code available on [www.sanctuaire-pelagos.org](http://www.sanctuaire-pelagos.org) or from SOUFFLEURS D'ECUME: [contact@souffleursdecume.com](mailto:contact@souffleursdecume.com)).

### **ARTICLE 5: Free REPCET APP**

REPCET APP is provided for free to the USER by SOUFFLEURS D'ECUME.

However, the USER can provide voluntary support to the organisation SOUFFLEURS D'ECUME by means of a donation (by cheque to Souffleurs d'Ecume to be sent to the address mentioned in Article 1 (Preamble and Legal Notices), or online via via Hello Asso to the following link: [www.helloasso.com/don/associations/souffleurs-d-ecume](http://www.helloasso.com/don/associations/souffleurs-d-ecume)).

### **ARTICLE 6: Terms of Use**

REPCET APP is not open to the general public. It is provided to the USER if its presence at sea and its level of expertise are compatible with the use of REPCET APP, to the discretion of SOUFFLEURS D'ECUME. As such, the USER commits not to transmit to a third REPCET APP downloading links or the installation file.

The USER commits to providing accurate information consistent with reality, being his/her personal information or the position of marine animals he/she transmits. The USER must be able to identify the different species. In

case of uncertainty, the “Unidentified species” option should be favoured. The USER commits to using REPCET APP as often as possible, as long as safety requirements are met.

In order to assign a valuation level to the USER, SOUFFLEURS D’ECUME reserves the right to check the validity of data before to send it on the secure server, for a duration of 1 to 3 months regarding the observation frequency.

Any transmission of information regarding observations that do not exist could seriously affect the efficiency of the REPCET system®. To test the application without transmitting detrimental data, the USER must tick the “fictitious” box when entering a fictitious animal position.

If the USER does not respect these points, SOUFFLEURS D’ECUME could exclude him/her from the system.

The equipment (smartphone, computer, software and communication subscriptions) required to access REPCET APP are exclusively borne by the USER, as well as communication costs involved in its use.

The USER agrees that REPCET APP stores data on his/her mobile terminal and transmits data via an internet connexion, otherwise the application cannot work.

#### **ARTICLE 7: Interruption of REPCET APP, Updates and Technical Support**

SOUFFLEURS D’ECUME reserves the right to interrupt the APPREPCET service at any time, especially for technical reasons or non-commitment to the Terms, without engaging its responsibility. REPCET APP is likely to evolve with time through several regular updates. The USER will be informed of these updates by the most appropriate means.

Technical support is provided by SOUFFLEURS D’ECUME at the following e-mail address: [appli@repcet.com](mailto:appli@repcet.com)

#### **ARTICLE 8: Responsibility**

The USER must have required abilities, material and software for using Internet on his/her terminal mobile.

REPCET APP is not a tool dedicated to safety and must not be used as a support for navigation.

By using REPCET APP, the USER accepts the risks and characteristics specific to the use of mobile terminals and the Internet, especially potential transmission delays, technical dysfunction and hacking risks.

The USER is aware and informed of potential viruses and other malicious programmes circulating online, and is responsible for taking all necessary measures to protect himself/herself. SOUFFLEURS D’ECUME’s responsibility can in no way be engaged in case of issues resulting from a virus infection or any other malicious software.

SOUFFLEURS D’ECUME assumes no responsibility for any dysfunction of REPCET APP, regardless of the cause. Especially, SOUFFLEURS D’ECUME assumes no responsibility in case of interruption of REPCET APP, functioning bugs or errors, lost or delay in data transmission and in case of direct or indirect damages, no matter the cause, origin, nature or consequences, whether caused after the access of any person to REPCET APP and/or to the credit given to any information coming directly or indirectly from REPCET APP.

#### **ARTICLE 9: Intellectual Property**

REPCET APP, logos, texts, graphs and images (hereafter referred to as PROPERTIES) provided by SOUFFLEURS D'ECUME exclusively belong to SOUFFLEURS D'ECUME and are protected as intellectual property. SOUFFLEURS D'ECUME concedes to USERS non-exclusive right to use PROPERTIES in the necessary limit of REPCET APP use. USERS forbid themselves to copy, modify, integrate PROPERTIES on any support, do any retro engineering or use any other method to try accessing source codes and/or PROPERTIES protocols. The USER forbids himself/herself to sell, give, give in licence, sublicense, pledge, and transmit in any other way PROPERTIES.

#### **ARTICLE 10: Protection of Personal Information**

SOUFFLEURS D'ECUME commits to protecting personal information data the USER intrusts during the definition of settings. This information will exclusively be used in the framework of the objectives of REPCET APP. It will be used to contact the USER to have, if necessary, more information on his/her observations. It will in no way be used for commercial purposes and will not be transmitted to a third, except with prior authorisation from the USER.

The file containing the USER's personal information was declared to the French Commission Nationale de l'Informatique et des Libertés (CNIL) under the number 1699436 v 0.

In accordance to the dispositions of the French law n° 78-17 of the 6 January 1978 as modified from French law n° 2004-801 of the 6 August 2004 called "Informatique et Libertés", the USER has the right to require his/her personal information to be modified, completed, updated, secured or deleted if it is false, incomplete, equivocal, outdated or if data collection use, communication or conservation of this information is forbidden, provided that the USER can prove his/her identity.

The USER has the right to oppose the treatment of his/her personal information, for legitimate motives. Such an opposition will however make the use of REPCET APP impossible.

The person in charge of data collection and treatment is the organisation SOUFFLEURS D'ECUME, whose information is mentioned in Article 1 ("Preamble and Legal Notices"). The USER can exercise his/her rights by sending a letter with a proof of identity to SOUFFLEURS D'ECUME.

#### **ARTICLE 11: Modification of Terms**

These Terms can be modified by SOUFFLEURS D'ECUME. The new version of Terms will be integrated during the update of REPCET APP. New Terms make the previous versions obsolete. To keep using REPCET APP, the USER will have to approve the new Terms.

#### **ARTICLE 12: Applicable right**

These Terms are governed, interpreted and applied by French law. Interpretation language is the French language in case of appeal on the meaning of a term or disposition of these Terms.

REPCET APP Terms, written on 20 January 2016, valid until review.