

# Terms and conditions

Welcome to the Shipments of waste Enforcement Actions Project (SWEAP) app and content management system.('CMS')

This online service contains content provided by users of our service who retain all of the copyright in their contributions. Our service is hosted by the Dutch Ministry of Infrastructure and Transport.

Our service has been created for the purpose of recording and reporting waste shipment inspections, and to grant electronic access to the related data held by each environmental regulator to their own data, in accordance with applicable legal provisions.

Read these terms of use carefully before you start to use our service, as they apply to your use of the service.

## Terms of online service use

These terms of use (together with the documents referred to in it) (the "terms of use") tell you the terms on which you may make use of our service.

In these terms of use:

- "we", "us" and "our" refers together to the European Union Network for the Implementation and Enforcement of Environmental Law (IMPEL)
- "you" means the user of the online service, accessing, reading, uploading and submitting information or otherwise using our service
- "content" means all information and other materials about our service
- "document" means any reproducible artefact, file or printed copy of a document which is made as a result of the use of and information contained within our service which has been contributed to by you
- "online service" and "our service" means the SWEAP app and CMS and is limited to the use of the online functionality provided by us to you to create an account as a user and to create and submit inspection information.

You must provide correct and complete information when using this service, and update this information when necessary.

By creating an account, you agree to be contacted by email. You agree not to use the online service in a way that may damage, disable or impair its performance, corrupt or interfere with the content or otherwise reduce the overall functionality of the online service. You also agree not to compromise the security of the online service or attempt to gain access to secured areas or sensitive information. You agree to be fully responsible for any claim, expense, liability, loss and cost – including legal fees incurred by us, arising from any infringement of the terms and conditions set out in this agreement.

If you do not agree to these terms of use, you must not use our service.

## Permitted use

We grant you the right to access and use our service. By accessing and using our service you agree that you are:

- a statutory or regulatory body or an employee or authorised representative of such an organisation

You shall only access and use our service to:

- upload inspection data
- flag illegal shipments to another authority
- submit non-nominal inspection data to the Scottish Environment Protection Agency for use in its geographical visualisation tool
- submit nominal data to the Environment Agency for the purpose of intelligence gathering, which may be provided to Europol

## Information about us

The European Union Network for the Implementation and Enforcement of Environmental Law (IMPEL) is an international non-profit association of the environmental authorities of the European Union Member States, acceding and candidate countries of the EU, EEA and EFTA countries and potential candidates to join the European Community. The association is registered in Belgium and its legal seat is in Brussels. Currently, IMPEL has 55 members from 36 countries including all EU Member States, North Macedonia, Serbia, Turkey, Iceland, Kosovo\*, Albania, Switzerland and Norway.

## Changes to these terms

We may, in our complete discretion, revise these terms of use and any documents referred to in them at any time.

Check this page periodically to take notice of any changes we have made, as they are binding on you. Your use or continued use of this online service will be deemed as acceptance of any changes.

## Changes to our service

We may, in our complete discretion, update or change our service from time to time, and may change the content at any time. However, please note that any of the content may be out-of-date at any given time, and we are under no obligation to update it.

We strive to provide our service in a form that is free of errors and/or omissions. However, we do not guarantee that our service, or any content on it, will be free from errors and/or omissions. We may need to make changes to our service to correct any such errors and/or omissions.

## Accessing our services

Our service is made available free of charge.

We do not guarantee that our service, or any content on it, will always be available or be uninterrupted. Access to our service is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our service without notice. We will not be liable to you if for any reason our service is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our service.

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

## Testing

You may be asked to test our service on a separate bespoke test environment during the ongoing development of the service. During testing, you will use the functions available as described in these terms and conditions for the use of the service in the test environment. You may use content from the test environment to create documents.

## Your account and password

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

We have the right to disable any username 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 your username or password, you must promptly notify us at [Transfrontier@sepa.org.uk](mailto:Transfrontier@sepa.org.uk). It is your responsibility to change your password in these circumstances, and you must do so as soon as possible.

If you disclose your username and password to any third party and they breach any of these terms of use whilst using your login details to access our service, you will be liable for the breach as if you committed it yourself.

## Submission of information

You are solely responsible for the content of the information you submit to our service, including creating an inspection and submitting information relating to it. You may not submit any information or content that you did not create or that you do not have permission to submit.

You always remain the owner and responsible for the content of the information that you have completed and submitted. We and/or the relevant other agency accept no responsibility for the quality or accuracy of any information that you submit to us. You must accord by your authority's own retention schedule in accordance with the applicable national law.

All information submitted to our service must comply with these terms of use.

## **Intellectual property rights and confidentiality**

You own the copyright in any contribution that you make and inspection report created as a result of that contribution. You grant the Scottish Environment Protection Agency access to the non-nominal data submitted during account creation and inspections, and the Environment Agency and Europol access to all inspection data submitted, unless you opt out of sharing this information within the CMS.

To the extent that we and/or the other agencies own any intellectual property rights in the inspection documents created by you, we and/or the agencies grant you a worldwide, royalty-free, perpetual non-exclusive licence to use any such documents created by you.

We and/or the other agencies may exercise all copyright and publicity rights in the material contained in any anonymised version of the information submitted in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

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

## **Limitation of our liability**

Where information in our service has been contributed by a user in accordance with these terms and conditions, that user is responsible for the content of its submission.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our service or any content in it, whether express or implied.

You are solely responsible for the content of any contributions you make to our service. We do not and cannot give any warranties, reassurances or approval of the accuracy or veracity of contributions made by you or other users of our service. We assume no responsibility for any content provided by you or any other users or guests of our service.

We will not be liable to any user 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 service
- use of or reliance on any content displayed in our service (including, but not limited to, any errors or omissions in the content)

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material due to your use of our service or to your downloading of any content on it, or on any website linked to it.

## **Breaches of these terms of use**

We will determine, in our discretion, whether there has been a breach of these terms of use. When a breach of these terms of use has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms may result in us taking any or all of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our service
- immediate, temporary or permanent removal of any document or other material submitted by you to our service

We exclude liability for actions taken in response to breaches of these terms of use. The responses described in these terms of use are not limited, and we may take any other action we reasonably deem appropriate.

## **Viruses**

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

You are responsible for configuring your information technology, computer programs and platform in order to access our service. You should use your own virus protection software.

You must not misuse our service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our service, the server on which our service is stored or any server, computer or database connected to our service. You must not attack our service via a denial-of-service attack or a distributed denial-of-service attack.

## **Prohibited uses**

You may use our service only for lawful purposes. You may not use our services or submit any information which:

- breaches any applicable local, national or international law in any way
- is unlawful or fraudulent in any way, or has any unlawful or fraudulent purpose or effect
- impersonates any person, or misrepresents your identity or affiliation with any person
- is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promotes any illegal activity
- knowingly transmits any data, sends or uploads any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our service in contravention of the provisions of these terms of use
- not to access without authority, interfere with, damage or disrupt:
  - any part of our service
  - any equipment or network on which our service is stored
  - any software used in the provision of our service
  - any equipment or network or software owned or used by any third party

## **Third party links and resources in our services**

Where our service contains links to other sites and resources provided by third parties, these links are provided for your information only. The inclusion of a link to another site does not imply endorsement by us of the site or any association with its operators.

We have no control over the contents of those sites or resources and we are not responsible for the content of any linked sites.

We will not be liable for any loss or damage that may arise from your use of any linked sites.

## **Applicable law**

These terms of use, its subject matter and its formation, are governed by Belgian law. All rights, obligations and remedies contained in these terms of use are governed by Belgian law. Any contractual or non-contractual disputes regarding such matters or regarding our service are governed by Belgian law and we and you both agree to the exclusive jurisdiction of the courts of Belgium.

## **Logos and trademarks**

You cannot use the logos or other registered trademarks on our service without formal permission from us or the owner of that logo.

## **Contact us**

To contact us, request help, provide feedback or complain about the content of our service, email [Transfrontier@sepa.org.uk](mailto:Transfrontier@sepa.org.uk).

We will inform you of the outcome of our review of any complaint made by you within a reasonable time after receiving your complaint.