

DATA SERVICES TERMS AND CONDITIONS

Please read the following Data Services Terms and Conditions carefully, as it details:

- How we use your personal information in accordance with the Data Protection Act 1998 ('Personal Information'); and
- Any restrictions on the usage of the data supplied through our data services ('General Terms & Conditions').

By agreeing to these Terms and Conditions, you are acknowledging that you have read them, understood their implications and will apply them once you have received the information.

1. Personal Information

- 1.1. Fife Nature Records Centre will maintain an electronic record of your personal details such as your name, contact details, e-mail address etc, when you request our data services.
- 1.2. Fife Nature Records Centre will treat the personal information you provide as confidential and will ensure that it is protected from access by unauthorised persons and against unlawful processing, accidental loss, destruction, misuse, alteration or damage.
- 1.3. Fife Nature Records Centre will use the personal information you provide to generate statistical information about our users (this information will not be used to identify you as an individual user); to contact you for your views on our services and for all other purposes consistent with the proper performance of our operations.

2. General Terms & Conditions

- 2.1. The data provided by Fife Nature Records Centre will only used for legitimate and legal purposes.
- 2.2. The data provided by Fife Nature Records Centre must not be used for any purpose other than that for which it was requested.
- 2.3. The data provided by Fife Nature Records Centre must be kept secure from unauthorised or accidental use, access, disclosure or loss.
- 2.4. The data supplied by Fife Nature Records Centre may not be passed on to third parties without the written consent of Fife Nature Records Centre. (Where third parties require access to the data, they should be directed to Fife Nature Records Centre).

- 2.5. Fife Nature Records Centre is to be acknowledged in any publication or report produced using the data that has been supplied.
- 2.6. Fife Nature Records Centre may restrict access to data considered 'confidential' (this includes records of certain species that are susceptible to persecution or that are particularly rare and vulnerable to disturbance).
- 2.7. Fife Nature Records Centre and its data suppliers will not be responsible for any problems or financial loss, which might arise from inaccuracies in any of the data supplied by Fife Nature Records Centre.
- 2.8. The data supplied by Fife Nature Records Centre was deemed to be accurate at the time of supply and Fife Nature Records Centre cannot guarantee the accuracy of the data supplied.
- 2.9. Fife Nature Records Centre is a not-for-profit service. Any charges made for services relate to the cost of collating, managing and disseminating biodiversity information.
- 2.10. Records showing presence of a habitat or species do not guarantee continued occurrence of that habitat or species.
- 2.11. Absence of records does not imply absence of a habitat or species.
- 2.12. Use of Fife Nature Records Centre data search does not replace the need for adequate field surveys.