

Terms of Use

Preamble

This GAP Web Site is provided by Eawag, (Swiss Federal Institute of Aquatic Science and Technology, Postfach 611, 8600 Dübendorf, Switzerland).

The hazard maps contained in this GAP Web Site show the potential of arsenic- and fluoride-contamination of groundwater. They are based on models that statistically correlate measured data points and geospatial information that are proxies for biogeochemical processes in groundwater bodies and the maps show the areas where the probability of contamination is above or below a certain threshold. Also, due to heterogeneity of aquifer systems, contaminated wells might lie right next to uncontaminated ones.

Thus the maps are no substitute for independent assessment and monitoring.

These Terms of Use represent a contract between Eawag and you as User of the GAP Web Site concerning the use of said Web Site.

Please read these Terms of Use carefully before using the GAP Web Site.

1. **Scope**

By using this GAP Web Site and any information, software and documentation contained therein provided by Eawag, you, as User of the Web Site, agree to be bound by these Terms of Use. If you, as User of the Web Site, do not accept these Terms of Use any use of the GAP Web Site is PROHIBITED.

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- 2.2. Eawag may stop the operation of the GAP Web Site in full or in part at any time. Due to the nature of the internet and computer systems, Eawag cannot accept any liability for the continuous availability of the GAP Web Site.

3. **Registration, Password**

- 3.1. Some pages of the GAP Web Site may be password protected. In the interest of safety and security, only registered Users may access said pages. Eawag reserves the right to deny registration to any User. Eawag is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User
 - uses false data for the purpose of registration;

- violates these Terms of Use or neglects its duty of care with regard to User Data;
 - violates any applicable laws in the access to or use of the GAP Web Site; or
 - did not use the GAP Web Site for a longer period.
- 3.2. For registration the User shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The User shall ensure, that its e-mail address, as supplied to Eawag, is current at all times and an address at which the User can be contacted.
- 3.3. Upon registration the User will be sent an email to confirm the email address. The User shall then verify his/her email address by proceeding as requested.
- 3.4. The User shall ensure that the Password is only accessible to the User, and is fully liable for all transactions and other activities carried out under its Password. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify Eawag thereof without undue delay by e-mail.
- 3.5. After receipt of the notice under paragraph 3.4, Eawag will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to Eawag or upon new registration.
- 3.6. The User can share data with other Users and can also withdraw the corresponding permission.
- 3.7. The User may at any time terminate his/her registration.

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- 5.1. In accessing or using the GAP Web Site the User shall not
 - harm other persons, in particular minors, or infringe their personal rights;
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 - upload any contents containing a virus, e.g. so-called Trojan Horse, or any other program that could damage data;
 - transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
 - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

- 5.2. Eawag may deny access to the GAP Web Site at its sole discretion and at any time, in particular if the User breaches any obligation arising from these Terms of Use.
- 5.3. The rights of use granted under these Terms of Use terminate automatically in case the User fails to comply with the conditions of them.
- 5.4. Users are solely responsible for any data they upload or share. Users must cite the source of the data/geospatial maps they have used.

6. *Hyperlinks*

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- 7.3 The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.
- 7.4 Although Eawag makes every endeavor to keep the GAP Web Site free from viruses, Eawag cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.
- 7.5 Certain Users may upload information on the GAP website. Such uploading is such Users sole responsibility and subject to the Users sole discretion. Eawag assumes no responsibility and liability whatsoever for such uploading and the use of uploaded contents.

8. *Privacy Protection and data security*

Protecting the security and privacy of Users’ personal data is important to Eawag. Therefore, Eawag operates its Web Sites in compliance with applicable laws on data privacy protection and data security.

- 8.1. Neither Eawag nor other Users can see the data of a User unless the user joins a Community (a group who have decided to work together) and shares data their data with other members of that community.
- 8.2. The GAP Web Site uses functional cookies to store registration data and to enable a website to store information the user has already entered in relation to registration and maps viewed and data collected in previous sessions.

9. Supplementary Agreements, Place of Jurisdiction, Applicable Law

- 9.1 The Eawag shall not be bound by any additional or different terms or conditions communicated by a User of the GAP Web Site unless expressly agreed in writing.
- 9.2 For the avoidance of doubt, these Terms of Use do not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under these Terms of Use.
- 9.3 To the extent possible, if any provision of these Terms of Use is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from these Terms of Use without affecting the enforceability of the remaining provisions.
- 9.4 No term or condition of these Terms of Use will be waived and no failure to comply consented to unless expressly agreed to by Eawag.
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