Terms of Use – TumianiApp

Effective date: August 05, 2019

General aspects

These terms and conditions of use ("Terms") tells you the terms on which you may access and use the TumainiApp ("the Service"), administered by the International Center for Tropical Agriculture – CIAT, on behalf of the Alliance Bioversity CIAT, a member of CGIAR.

Accessing and use of our Service may include browsing as a guest or registering to use the Service. Currently, you don’t need to register and can access information and use the application without signing up. Yet, if you want Tumaini to work for you, you need to upload into the application images or photos of parts of a banana plant available to you for TumainiApp to scan them and tell you the likely disease or pest affecting such a plant.

Please read these terms carefully before you start using our Service. By using the Service, you confirm that you accept these Terms and that you will comply with them. If you do not agree with the Terms, you should not use the Service.

Bear in mind that besides these terms, regional, national or local laws may apply to the access and use of this Service and you are responsible to comply with them. Also, specific terms of use may apply to particular materials (e.g., images), data or information available through the Service, in which case your access to such materials and information shall be governed by any applicable specific terms of use and the present Terms.

CIAT reserves the right to modify these Terms at its discretion at any time, such modifications being effective when posted.

If you have any questions or concerns about these Terms, which include our Privacy and Data Protection Policy, please contact us at ciat-phenomics@cgiar.org.

Copyright

The source code behind the Tuimani mobile application (TumainiApp), the content and layout of the application are copyrighted.

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Except for third party content, CIAT holds the title to the resource and the materials and content uploaded and posted on the Service.

Trademark

The name TumainiApp is currently under the process of trademark registration in several jurisdictions. You should not use it as it is or not use it in any other way that may create confusion as who the owner of the trademark is –that is, CIAT - and what it represents. Bear in mind that nothing in these Terms should be interpreted as a license to the TumainiApp trademark.
Use License

Written code of the app

The written code behind this application was developed by CIAT. We license the written code under the Apache 2.0 version License. For the full terms of the license see here.

Further, CIAT used TensorFlow (https://www.tensorflow.org/), an open source software library for machine learning that permits creation and training of models for mobile devices, among other things. TensorFlow uses python language. TensorFlow is licensed under the Apache License, version 2.0.

According to the Apache 2.0 license, in relation to the source and/or object code of the TumainiApp, you may:

a. use the source and/or object code for personal, educational, institutional or commercial purposes;

b. copy, use, distribute and redistribute, publicly display, modify the source or object code, and create derivative works from the source or object code; and

c. distribute derivative works using an Apache license or any other license of your preference, taking care of license compatibilities.

However, according to this license, you must:

a. include a copy of this license to recipients of this work or derivative works;

b. add modifications notices to all the files that you have changed; and

c. you cannot name a modified version in any way that suggests that the final product is endorse or created neither by CIAT, nor by the Apache Software Foundation.

This license shall automatically terminate if you violate any of these conditions and may be terminated by CIAT at any time. Upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

Content

In general, all informational products at CGIAR level are regulated by the CGIAR Principles on the Management of Intellectual Assets and the CGIAR Open Access Policy.

The content or materials accessed through the Service, may include but are not limited to raw data, annotated or otherwise analyzed data, information, reports, videos, images, presentations, written documents such as reports, articles (including peer-reviewed articles), course materials, and services (referred all as “Materials”) that are generated, created or developed either (i) by CIAT (“CIAT Materials”); (ii) by Bioversity International, by people associated with the Alliance Bioversity CIAT, with CGIAR Research Programs, CGIAR Platforms and other CGIAR Centers (“Contributed Materials”); or (iii) belonging to or originated by third parties, including you as user, and that are made available through the Service, via links or by citation or aggregation, through display –particularly in the case of images (“Third Party Materials”).

(i) CIAT Materials
At present, CIAT does not generate information available through the application.

However, unless otherwise and explicitly stated, CIAT Materials will likely be available under the **Creative Commons Attribution NonCommercial License 4.0 International (CC-BY-NC 4.0)**, that allows you to download, copy, reproduce, modify, remix, build upon, disseminate, publish without seeking permission from us (from CIAT) as long as it is: (i) for non-commercial purposes, (ii) you give credit to authors/owner as provided in the respective citation, and (iii) the copyright notice and this license remain with the CIAT Materials, even if they become part of derived works. Full terms of the license are available [here](#).

**(ii) Contributed Materials**

Currently all or most of the information on pests and diseases afflicting bananas (*Musa spp.*) displayed at the TumainiApp, including images or photos of banana plants and plant parts, are taken from [ProMusa](http://promusa.org), an online platform which offers knowledge, news and information on bananas and whose content is generated by a network of people promoting scientific discussion on bananas. Bioversity International manages and maintains the ProMusa online platform. Unless otherwise noted at the ProMusa website, the content of the ProMusa platform is available under the **Creative Commons Attribution NonCommercial ShareAlike 4.0 Unported License (CC-BY-NC-SA 4.0)**. This license allows you to share and redistribute material in any medium or format, remix, transform and build upon the material, without seeking further permission from Bioversity International as long as the materials are used: (i) for non-commercial purposes, (ii) you give credit to authors/owner as provided in the respective citation, and (iii) any adapted, transformed, must be distributed under the same license.

If you wanted to contribute materials to the Service, you must have the right to make such a contribution. As the owner of Contributed Materials, you or the organization you represent, as applicable, shall retain copyright. If Contributed Materials are owned by a third party, you must make sure that you have the rights to confer upon CIAT the license hereby specified.

As a contributor you agree to grant CIAT, its successors and assigns a free of access charges, royalty free, perpetual, worldwide, non-exclusive, and sublicensable license to use, copy, modify, perform, publish and disseminate such Contributed Materials in the Service and through derivative works.

Contributors must warrant to the best of their knowledge that the Contributed Materials do not infringe the rights of any third party, including copyrights, privacy protection, informed consent and/or biodiversity-related access and benefit-sharing rights. In case of doubt, a contributor shall abstain from providing Contributed Materials to the Service or if already contributed, withdraw such Contributed Materials. The contributor shall defend, indemnify, and hold CIAT harmless from any resulting claims, damages or costs (including reasonable attorney fees) in case of false or misleading information or negligence.

If you delete a Contributed Material, CIAT does not warrant that it will be able to or will take responsibility for removing deleted contributions from the Service, including but not limited to those outside of its reasonable control or those to whom you or others may have forwarded your Contributed Material.

CIAT might, but it has no obligation to, review your Contributed Material. CIAT may, at its sole discretion, remove your Contributed Material if it establishes that it violates these Terms. Acceptance of Contributed Material does not constitute an endorsement or sponsorship of the Contributed Material by CIAT.

**(iii) Third Party Materials**

Third Party Materials are governed by the terms applicable and contained in third party websites. CIAT is not responsible for or has no control over such Third Party Materials. CIAT provides access to such Third Party Materials for convenience only. CIAT makes every effort but does not ensure revision of Third Party
Material and makes no warranties or representations about the material, information, products, or services offered by third parties. Display of Third Party Materials does not constitute endorsement or sponsorship by CIAT of any Third Party Materials. Use of any such Third Party Material is at the user's own risk.

Accuracy of Materials

Materials appearing on the Service could include technical, typographical, or photographic errors or omissions. CIAT does not warrant that any of such Materials on the Service are accurate, complete or current. CIAT may make changes to any Materials contained on the app or to functionalities of the app at any time without notice. Please not that any of the content in our Service may be out of date at any given time. Although we strive to keep the content up to date, CIAT is under no obligation and makes no commitment to update the Materials. Users of and contributors to the Service are completely responsible for the accuracy of any content (included images) uploaded by them.

Notice that the values of percentages appearing when a photo or image uploaded by you into the TumainiaApp is scanned reflect and indicate probability of matching the particular features of the photo or image with a specific disease or pest. The values are not to be taken as completely accurate and certain; not even in the case that a 100% match is issued after the scan. This a machine learning tool based on artificial intelligence models that improve as the image library and information to learn from increases in size, diversity, and quality. However it is not completely certain. Information and recommendations available through the Service do not replace expert and on the ground advice. Consult a professional or expert directly on the ground to obtain confirmation on the onset of a specific pest or disease affecting your banana plants.

Disclaimer

a. The mobile app written code and Materials on the Service are provided on an “AS IS” basis. CIAT makes no warranties, either expressed or implied, including, without limitation, as to the merchantability, fitness for a particular purpose, non-infringement of intellectual property rights or any other violation of rights.

b. Further, CIAT does not warrant or make any representations concerning the accuracy, completeness, likely results, timeliness, or reliability of the use of the source code or object code of the app, of the data, information, content or any other materials on the Service, or otherwise relating to such materials, or on any other apps, websites linked to this Service.

c. All information available through the Service are to be considered recommendations and in no way replace appropriate and on the ground technical or scientific advice on pest and diseases.

d. We do not guarantee that our Service, or any content on it, will always be available or be uninterrupted. Access to the Service is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the 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.

Limitations

Except as prohibited by law, in no event shall CIAT or its suppliers be liable for any damages (including, without limitation, special, indirect, punitive or consequential damages or damages for any loss of data or
profit, or due to business interruption) arising out of the access, use or reliance, or of the inability to access, use or rely on TumainiApp and the content or any other materials on the Service.

**Prohibited use**

You agree not to use the TumainiApp, including the Materials, for any unlawful purpose or in any way that would violate the rights of others, including intellectual property rights. Further, you agree to not use CIAT logos and its name without CIAT’s prior written authorization. Also, you agree not to use Bioversity International, the Alliance Bioversity CIAT nor other CGIAR names and logos for any purpose, without prior written authorization. Contact CIAT in case of doubt.

**Modifications**

CIAT may review these Terms at any time without notice. The most current version of the Terms can be reviewed by clicking on the link or links located on the Service. Please check these Terms periodically to see whether they have changed. By using the Service you are agreeing to be bound by the then current version of these Terms.

**No waiver**

Either party’s failure to insist on or enforce strict performance of any of the Terms shall not be construed as a waiver of any provision or right. Nothing herein shall be deemed a waiver of any of the privileges and immunities of CIAT.

**Governing law**

These Terms are governed by and construed in accordance with recognized and general principles of international law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2010. You and CIAT will use their best efforts to resolve any dispute, controversy or claim arising out of or relating to these Terms or the Service by negotiation.

In the case an amicable settlement is not reached within sixty (60) days of such dispute, controversy or claim having been notified by one party to the other in writing, the dispute, controversy or claim will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. There will be one arbitrator appointed by the parties by mutual consent, or failing this, by the Secretary-General of the Permanent Court of Arbitration. The place of arbitration, proposed by CIAT, will be a neutral venue where the parties can expect a fair result. The language to be used in the arbitration proceedings will be English. In case the parties are both in Colombia, the venue shall be Colombia and the language to be use in the arbitration proceedings will be Spanish.

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