

Terms and Conditions of Use
Information System: TRACES NT
(valid as of 18 May 2021)

The European Commission represented by the Directorate-General for Health and Food Safety, (hereinafter referred to as "SANTE") provides a web-based application and services for the sanitary and phytosanitary certification and the related border clearance process supporting the entry into the Union of animals and products, food and feed of non-animal origin and plants, plant products and other objects, as well as the sanitary certification of movements between Member States of animals and certain products, and the sanitary and phytosanitary certification of exports from the EU of animals and certain products, and plants, plant products and other objects (hereinafter referred to as "TRACES NT"), at the disposal of third parties, (hereinafter referred to as "Users"), whether public or private, as appropriate, without payment, subject to the terms and conditions of use and operating instructions, (hereinafter referred to as "Terms").

- (1) **Scope.** These Terms and conditions of use are applied to the use of TRACES NT and all services on it, unless otherwise provided. These Terms are without prejudice to laws binding on the European Commission. By accepting these Terms or by using TRACES NT, you agree to all of these Terms and consent to the processing, including transmission and transfer, of certain personal data, and undertake to comply with them. If you do not accept and comply with these Terms and the record of processing activities, you may not use TRACES NT.
- (2) **Amendments.** SANTE reserves the right to amend these Terms at any time. Amendments to the Terms are published and the Terms enter into force immediately after publication. By continuing use of TRACES NT, you accept the amendments to the Terms.
- (3) **Use.** The availability of services on TRACES NT requires registration as a User and authorisation by a User with administrative rights. All use is free-of-charge. If false information is declared, SANTE may block the User. All Users of TRACES NT use services in their capacity as employees of an organisation and not in a personal capacity. Upon registration as a User, a personal account is created for the User and a password is needed to login to the account. User credentials shall not be disclosed to third parties. The TRACES NT account is personal, and the associated right of use may not be sold, leased or otherwise transferred to a third party under any circumstances. If the User account is transferred to a third party, SANTE may block the account and initiate legal proceedings. Users and his or her employing entity shall be liable for losses incurred by SANTE or any other User due to misuse of TRACES NT and breach of these Terms. Any unauthorised use or breach of security must be notified to SANTE-TRACES@ec.europa.eu as soon as Users become aware of the unauthorised use or breach of security. Users are responsible for

maintaining the security of their personal User account credentials and for any logins carried out with their account.

- (4) Access Management. Users with administrative rights must manage the access rights of Users of entities (authorities, operators, control bodies, etc.) under their responsibility: to keep the accounts and roles up-to-date; and, to remove roles from any Users who have not logged in for longer than one-hundred days. In order to assure that only authorized Users have access to TRACES NT data, the Users with administrative rights must review the list of Users linked to entities under their responsibility (authorities, operators, control bodies...) at least twice per year. Users with administrative rights must send their feedback to SANTE-TRACES@ec.europa.eu after the review only in case they discover an irregular access that may have been used e.g. for fraud. All Users must respect basic rules of conduct by using TRACES NT for the sole purpose of fulfilling their obligations under the relevant EU legislation, and are responsible for the information provided in TRACES NT. In no event, will SANTE be liable for any incidental, consequential, direct or indirect damages, including, but not limited to, the loss of data, breach of security or other damage arising from the unauthorised use of User accounts.
- (5) Ownership and Liability. The ownership of each data entry, file or any other document uploaded to TRACES NT by Users shall continue to vest with the original owner. Users have the right to use, for the purpose of performing official controls and other official activities, the information to which they have access in TRACES NT and services.
- (6) Personal Data. Personal data is treated pursuant to Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. Users should consult the European Commission Data Protection Records Management System - IMSOC record and the relevant Privacy Statement.
- (7) Liability for Content and Limitations. SANTE may update TRACES NT and services and create or remove functionalities at its discretion, while ensuring that the relevant legislation is respected. SANTE does not guarantee that information entered or uploaded is correct. SANTE is not liable for direct or indirect losses incurred by any Users of TRACES NT and services due to the use and application of its content. SANTE is not liable for the functioning of links in TRACES NT to external sites, or the content of such sites and it exercises no control over the posting of such links. SANTE may use third parties for technical development of TRACES NT.