Disclaimers

Brussels, 10 January 2020
Disclaimers

1. Although it is the intention of Euroseeds to offer PINTO as a service which is available in a continuous manner, there will be occasions when PINTO may be interrupted for maintenance, updates, repairs, or due to failure of telecommunication connection or equipment or for any other reason. Euroseeds will not be liable to you for any suspension or discontinuation of PINTO.

2. Although it is the aim of Euroseeds that PINTO contains only information which is correct it will happen that not all information will be accurate and correct at all times. Neither Euroseeds nor the Providers of the information will be liable to you or to any third party for the potential inaccuracy of the information included in PINTO.

3. PINTO is set up based on the voluntary contribution of the Providers. The contribution of each Provider depends on its own interpretation and may not always extend to all varieties that relate to Patents and that are commercialized or registered in the EU and/or EFTA countries. Further on, PINTO is updated twice a year. Therefore, PINTO is not and will never be a complete and fully correct inventory and cannot serve as a tool for complete FTO (Freedom to Operate) searches. It is one tool to help such FTO searches but you agree that you are solely responsible to check other sources of information to complete your FTO search and you use PINTO accordingly. Also, Euroseeds reserves the right to remove any information from PINTO for any reason, at any time without prior notification and will not be liable to you for the removal of such information.

4. Therefore you acknowledge and agree that, if a Provider has provided Data with regard to one particular Patent, variety and/or crop, this does not mean that 1) such Data will be up to date at any particular time, 2) such Provider will also provide information with regard to any other Patent, variety or crop for inclusion into PINTO, and/or 3) any company affiliated with such Provider will provide information for inclusion into PINTO.

5. No information in PINTO should be understood as an affirmative statement with respect to the validity and/or enforceability of any Patent. The fact of the relation of a plant variety to one or more Patents should not be understood as an affirmative statement that the plant variety or its use in breeding is covered by any such Patent. The scope of a Patent and its enforceability with respect to any particular variety may change during examination or in consequence of legal changes.

6. You are solely responsible for your use of PINTO and the Data therein. Your use of PINTO and the fact that you check and use the information provided therein, or anything in these Terms of Use, by no means entail any arrangement with, authorization, license or consent of the Patent holder or Patent applicant i) to any use by you or by any third party of the plant varieties included in PINTO that require a specific authorization, or ii) to any use by you or any third party covered by any Patents or other intellectual property rights (included in PINTO).