

# Terms of Use and Data Protection Notice of the DietEx Tool

**Version 1.0 – 19 July 2021**

Please read the present Terms and Conditions of Use (hereinafter “Terms of Use”) carefully before ticking the boxes “I agree to the Terms of Use” and “I have read the Data Protection Notice” that will be prompted when using Dietary Exposure Tool (hereinafter “DietEx Tool”) for the first time.

BY TICKING THE BOX “I AGREE TO THE TERMS OF USE” AND USING THE DIETEX TOOL, YOU AGREE TO BE BOUND BY THE TERMS OF USE.

BY TICKING THE BOX “I HAVE READ THE DATA PROTECTION NOTICE” YOU DECLARE TO HAVE READ THE DATA PROTECTION NOTICE PROVIDED AT POINT 6 OF THE TERMS OF USE.

The present Terms of Use apply to the DietEx Tool which is a web application developed by the European Food Safety Authority (EFSA) and is located on the EFSA website accessible by means of the MicroStrategy software.

EFSA reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the DietEx Tool following the posting of changes will mean that you accept and agree to the changes.

In case of any questions about these Terms of Use or use of the DietEx Tool, please contact us by writing to [data.collection@efsa.europa.eu](mailto:data.collection@efsa.europa.eu).

## **1. General information and purpose of the DietEx Tool**

The purpose of the DietEx Tool is to provide a user-friendly tool for estimating chronic dietary exposure to different substances present in food (e.g. intentionally added or naturally present chemicals, contaminants, proteins, novel foods, etc.) for different population groups (e.g. infants, toddlers, adults) and in several European countries.

The information provided by the DietEx Tool is not intended to constitute advice from EFSA nor any EU institution, body or other agency of any kind or to represent consulting, or any kind of professional services. The content of the DietEx Tool is without prejudice to the actual scientific evaluation to be provided by EFSA under the applicable legal framework.

## **2. Scope**

These Terms of Use apply between the user and EFSA and they set out the conditions applicable to the use of the DietEx Tool.

The “user” means the natural or legal person (e.g. the individual, company, organisation), subject to the Terms of use, who has created a user account to access the DietEx Tool.

EFSA grants the user a revocable, non-exclusive, non-transferable and limited license to use the DietEx Tool solely in accordance with the present Terms of Use.

### 3. Intellectual Property Rights & Conditions of Re-use

The DietEx Tool is the property of EFSA and its Licensors.

**Copyright** (©) is asserted by EFSA for the DietEx Tool, unless otherwise stated. By providing access to the Tool to users, EFSA does not waive ownership on the DietEx Tool and reserves all rights to maintain it, update it, or improve it as it sees it fit.

The [legal notice](#) on EFSA's website applies to the use of EFSA's logo.

The DietEx Tool does not disclose any commercially sensitive, personal data or otherwise confidential information.

EFSA is not the owner of the data used by the DietEx Tool, which remain the exclusive property of the respective owners. Unless otherwise stated, the owners of the data underlying the DietEx Tool are national competent authorities submitting food consumption data. By gaining access to the DietEx Tool, the user is not granted access to the underlying datasets used by the DietEx Tool. Should the user intend gaining access to the relevant datasets, or re-using these for any purpose, the user is required to obtain explicit consent in this sense from each owner.

The DietEx Tool is provided by EFSA under the conditions of the European Union Public Licence (EURL) v. 1.2 as set out by the [Commission Implementing Decision \(EU\) 2017/863 of 18 May 2017](#). The Terms of Use outlined below shall not be interpreted as limiting or substituting in any way the EURL v.1.2 as defined by the above-mentioned Decision. **You can copy, modify, distribute, reproduce and reuse the data produced by means of the DietEx Tool, even for commercial purposes, without asking permission, provided that you comply with the obligations set out in Article 5 of the EURL v. 1.2 and that:**

- EFSA is properly acknowledged as source and you provide the name of the license. As an example of citation: "Data provided by the European Food Safety Authority [[LINK TO TOOL](#)] – Licensed under the EURL";
- You do not distort the original meaning of the DietEx Tool and data provided therein and you indicate when any modification is made.

### 4. Liability

EFSA maintains the DietEx Tool to enhance public access to summary statistics of dietary exposure data. EFSA's goal is to keep this information timely and accurate. The DietEx Tool is meant to be **regularly updated and maintained by EFSA** to the best of its knowledge and available resources in connection to the data collected. The DietEx Tool will not display any sensitive information or other data resulting from its use. If factual errors are brought to EFSA's attention, EFSA intends doing its utmost to correct them as soon as possible. The DietEx Tool may also be updated to incorporate new information or data resulting from EFSA's scientific activities and data collections. Results obtained through the DietEx Tool represent the data that was available on the DietEx Tool at the moment it was used. EFSA does not provide any reassurance on the accuracy or suitability of any document, information, data provided as a result of the use of the DietEx Tool by the user and is without prejudice to the outcome of EFSA's evaluation processes.

There are inherent dangers in the use of any web applications or software, and users are exclusively responsible for the use of the DietEx Tool and its compatibility with their equipment or other software installed. EFSA makes no representations or warranties of any kind including in relation to the safety, suitability, viruses, or other harmful components which may arise during the use of the DietEx Tool.

EFSA reserves itself the right to **modify, suspend or discontinue, temporarily or permanently, the DietEx Tool** or any service to which it connects, with or without prior notice. All this shall not in any case hold EFSA liable towards the user.

EFSA accepts **no responsibility or liability** (including, but not limited to, any direct or consequential loss or damage that might occur to the user and/or any other third party) **arising out of, or in connection with, the information provided by the DietEx Tool**. EFSA cannot be held liable for errors, inaccuracies or inconsistencies with regard to texts available on its DietEx Tool being different from the scientific and administrative documents officially adopted, issued or endorsed by its responsible bodies. It is EFSA's goal to minimise disruption caused by technical errors. However, some data or information on EFSA's website or DietEx Tool may have been created or structured in files or formats that are not error-free and EFSA cannot guarantee that its service will not be interrupted or otherwise affected by such problems. **EFSA accepts no responsibility with regard to such problems incurred as a result of using the DietEx Tool, website or any linked external sites.**

This disclaimer is not intended to limit EFSA's liability in contravention of any requirements laid down in applicable national or EU law nor to exclude its liability for matters which may not be excluded under such laws.

## 5. Restrictions

The user agrees not to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise exploit the DietEx Tool as well as to not make the use of the DietEx Tool available to any third party provided with the user's account. The same rules apply to any others who have in any case access to the user account.

## 6. Data protection notice

EFSA is committed to data protection in line with [Regulation \(EU\) 2018/1725](#) applicable to EFSA. This data protection notice is without prejudice to the provisions laid out in the [EFSA personal data protection webpage](#) on the use of the EFSA website.

The controller of the processing is the DATA Unit - [data.collection@efsa.europa.eu](mailto:data.collection@efsa.europa.eu).

EFSA processes your personal data for the purposes indicated in these Terms of Use which are to enable you to access and use the DietEx Tool via your user account. The personal data processed includes: your username, e-mail address, encrypted password, sign-in activities including time of sign-in and IP address. Access to your personal data is restricted to EFSA staff and, if any, contractors in charge of the DietEx Tool. Your personal data is kept until you cancel your user account. Your user account is deleted in case of inactivity for two years, following proper notification by e-mail.

As a data subject, you have the right to request access, modification and erasure of your personal data and withdraw at any time your consent to the processing of your personal data by contacting the controller. You have the right to lodge a complaint regarding the processing of your personal data in the context of the DietEx Tool with the European Data Protection Supervisor - [edps@edps.europa.eu](mailto:edps@edps.europa.eu)

For any question related to the processing of your personal data in the context of this Tool please contact the Data Protection Officer - [DataProtectionOfficer@efsa.europa.eu](mailto:DataProtectionOfficer@efsa.europa.eu).

## 7. Arbitration clause

EFSA and the user intends making reasonable endeavours to try to amicably settle any dispute arising among them in relation to this letter and for such purpose, to bring the dispute at the appropriate executive body levels.

The General Court or, in the case of an appeal, the Court of Justice of the European Union, have sole jurisdiction to hear any dispute between EFSA and the user relating to the validity, application or interpretation of these terms.