



TERMS AND CONDITIONS CONCERNING ELECTRONIC SYSTEMS OF COMMUNICATION WITH AND BY THE OFFICE AS ESTABLISHED IN THE DECISION OF THE PRESIDENT OF THE CPVO (“Decision of the President of the Office concerning electronic communication with and by the Office”)

1. General

Users are asked to carefully read the Terms and Conditions of use and are held to comply with the undertakings set out at the end. The registration as user in MyPVR/Online Application area, hereinafter referred to as “User Area”, signifies user acceptance to the CPVO User Area’s Terms and Conditions. **If you do not agree to any of these Terms and Conditions you should inform the CPVO as soon as possible of your wish to opt out from the User Area and to use other accepted means of communication.**

The User declares that he/she has the right to contractually accept these Terms and Conditions. Where the User acts in the name and on behalf of his/her employer or of a third party, he/she declares and warrants that he/she has received any necessary delegation and required power for representing his/her employer or the third party with the CPVO (“person authorized to sign”).

The User Area is the CPVO’s principal means of electronic communication as defined in the Decision of the President of the Office concerning electronic communication with and by the Office of 6 April 2016.

Unless otherwise provided, the CPVO User Area is accessible at any place, as long as the minimum technical conditions are respected, particularly in terms of access to the Internet network, to the mobile telephony network, and to the technical compatibilities of the equipment used. In view of the worldwide nature of the Internet network, the User agrees to comply with all rules of public policy concerning the behaviour of the users of the Internet network and applicable in the country from which he/she uses the CPVO User Area.

The CPVO reserves the right to amend these Terms and Conditions at any time by posting amended terms and conditions on its website. Such amendments will take effect on the date on which they are posted.

2. Obligations of the User

Users undertake to:

- use the User Area for submitting applications for Community Plant Variety Rights and other documents, receiving notifications and documents sent by the Office, replying to such notifications and performing other actions. Electronic communications via e-mails would only be allowed as communication tool in cases where the platform is not suitable;
- provide full and accurate information when accessing the User Area;

- check that their user information accessible on the CPVO client extranet is accurate, in particular the e-mail address. In this respect, users shall give notice immediately of any change of their e-mail address;
- use the User Area for its intended purpose only and in accordance with the applicable Terms and Conditions of use;
- log on regularly to the User Area and to consult the documents available;
- use the services made available through the User Area in accordance with the instructions published on the CPVO website;
- ensure that the password is protected at all times against loss, disclosure to any unauthorised party, modification or unauthorised use;
- ensure that their password is known only to them and to no-one else;
- submit a revocation request to the CPVO immediately in the event of actual or suspected compromise of password,
- inform the CPVO immediately if, for any reason, their entitlement to hold the password is curtailed;
- observe any legal restrictions or prohibition of use imposed by third parties with regard to the import or export of encryption technologies or products.

By using the User Area the User undertakes to comply with the obligations set out above.

The user is not allowed to affect the CPVO User Area in any way, in particular with the help of software, or to have any activity that could disturb or attempt to disturb the CPVO User Area.

3. Definition of the User Area

The User Area is a professional and secure restricted electronic platform which is a collection of web pages requiring user's authentication, only accessible via a personalized account, providing identified users with a personalized access to user-related information and online tools.

The unique entry point to the User Area is the Official CPVO website (<https://cpvo.europa.eu>).

The User Area will enable users to -not exhaustively-:

- file online applications;
- view a list of their past and present files with the Office;
- receive, view, download, print and save all electronically generated documents and notifications sent to them by the Office;
- upload, view, print and save all electronic documents and notifications sent by them to the Office;
- carry out various e-operations related to CPVRs: e-filings, e-actions, etc.;
- manage all their personal information (address, phone, contact information, etc.);
- consult the search tools "Variety Finder" and "Public Search"
- make public access and certified document requests.

4. Content of the User Area

a) List of files

In the User Area, the user will find a list of all their past (closed) and present files with the Office. This list will be provided via search facilities and will allow the user to enter into detailed file information.

The list available in the User Area will only contain files to which the identified user is part of the procedure (party/procedural representative).

b) E-service notification of decisions, b) communications and other documents by the CPVO

Where the user has opted for electronic communication, the CPVO will validly notify decisions, communications and other documents electronically via the User Area; unless this avers impossible for technical reasons or in cases where certain functionalities of the User Area are under development. In such cases, electronic communications via e-mails or other valid means of communication would be allowed as notification tool.

The date and time of service is the point in time at which the user accesses the electronic document or the information. The relevant time is that of France.

A decision or other document is, however, deemed to have been served on the party on the expiry of the seventh day following the day on which an e-mail was sent to the user notifying him/her that the decision or document was placed by the Office in the User Area ("deemed service"). In case of deemed service, a further e-mail to the user will specify the exact date of service. Users are advised to log in to their User Area at least once a week to consult the decisions or other documents sent to them.

If users cannot access a decision, communication or other document, they should inform the Office immediately.

c) E-communications sent to the CPVO (requests, communications or other documents)

The User Area allows the user to send documents electronically through it, without the need for such sending to be confirmed by post. As a rule, the sending of a document by means of the User Area means that the user will continue sending subsequent documents in the same file in the same manner unless it avers impossible for technical reasons, in which case the user may make use of a different means of communication.

Requests, communications or other documents transmitted to the CPVO are checked automatically to ensure that their transmission is secure. If such checks reveal an anomaly, the user will be in receipt of a notification of transmission failure.

In the event of a transmission failure of documents sent electronically, their sending by one of other accepted means of communication will have to be effected, following the applicable procedural rules. The user should report transmission failures immediately.

The arrival date of documents is to be considered as the time and day when the document was effectively received electronically by the Office in accordance with the local time in France.

Since the length of time involved in the operations of preparing transmission of documents and uploading files can vary, users are advised not to leave transmission to the very last minute, just before the expiry of a time-limit. If a time-limit expires on a day

on which there is an interruption of the connection of the Office or of one of the parties to the proceedings to the electronic means of communication, the parties to proceedings shall demonstrate the interruption of the connection with the electronic provider. In such a case the time-limit shall be extended until the first day following the end of the interruption of the connection of the Office or of one of the parties to the proceedings to the electronic means of communication.

Transmission confirmation, when technically available to users, is without prejudice to the procedural admissibility of the request, communication or other document transmitted.

The user will have the possibility at any time to view, print and/or save these requests, communications or other documents.

d) E-operations that can be carried out via the User Area

The following e-operations are available via the User Area:

- Online Applications for Community plant variety rights;
- Exchange of documents in the application procedure from the remedying information to request for all entries in the Register (including withdrawals and surrenders);
- Public access requests;
- Certified documents requests.

Disclaimer: the list of e-operations may be modified at any time. The Office cannot guarantee the availability of all these e-operations at all times.

In all the aforementioned proceedings and where appropriate, the User may need to attach supporting documents, subject to the technical requirements available here. File formats accepted by the CPVO are to be found on the page 'Send documents'.

e) Access to financial information of the User

In the User Area, the user will also find information related to their account, in particular, movements, outstanding debit and credit notes.

5. Application for a User account and conditions of use

The application to open a User account must be made online and is subject to the acceptance of these Terms and Conditions.

Once the application has been filed the users will receive confirmation of their login and will be invited to define their password within 72 hours. If they do not, their account will not be validated.

The user is responsible for the proper use and maintenance of confidentiality in respect of their account and passwords. The user must not inform anybody of their credentials for accessing the User Area. Any process carried out through the User Area using that user's credentials will be deemed to have been carried out by the registered account holder.

Users must inform promptly of any change to their e-mail address.

The user is not allowed to affect the CPVO User Area in any way, in particular with the help of software, or to have any activity that could disturb or attempt to disturb the CPVO User Area.

Should the user breach any of his obligations under these Terms and Conditions, the CPVO will send to the user a prior notice requesting the user to remedy the breach within ten (10) calendar days as from the receipt of the notice. If the user fails to remedy the breach within this time period, the CPVO is entitled to revoke, temporarily or definitively, the access to the CPVO User Area.

6. Indemnities

The user will indemnify and hold the CPVO harmless from any and all liability arising out of or in connection with the use of the CPVO User Area by the User for any other than its intended use.

These Terms and Conditions of use shall be interpreted in such a way that the rights of the CPVO arising from Council Regulation No 2100/94, including the Protocol on Privileges and Immunities of the European Union are in all cases preserved.

7. User's consent for CPVO to send information via the user's e-mail address

When a user opens a user account and indicates their e-mail address, they will be asked whether they authorize the Office to send Plant Variety Right related information, such as news on CPVRs, invitations to seminars, workshops, etc. to the user via their e-mail address.

The purpose of the above information is strictly to inform and update users on PVR-related topics and news, including general or specific surveys.

8. Request for deactivation of the User account

Users may at any time request the deactivation of their User account. The deactivation will be effected as soon as technically possible. Until the definitive deactivation of the User account, all provisions related to the User Area are valid and fully applicable.

9. Technical requirements and security advice

For website security and to ensure that CPVO web services remain available to the general public, the CPVO monitors network traffic to identify unauthorized attempts to upload or change information, deny service, otherwise cause damage or access non-public information. Unauthorized attempts to upload information or change information are strictly prohibited and may be punishable under criminal law. Information regarding possible violations of law may be provided to law enforcement officials.

Any activity or operation, whether generated automatically or manually, that results in or has the potential to result in denial or decrease of service for other customers may be denied access to CPVO web resources without notice. If you believe your IP address may have been blocked, you may contact the Webmaster for instructions.

Users are hereby provided with some security measures that should be adopted when using their computer, not to safeguard communications with the Office but to protect their computer and the information it contains.

1. Protect access to your computer by using passwords. Keep your password secret, do not give it out or write it down near your computer.
2. Deactivate the password-saving functions in your browser. Lock your computer whenever you are not using it.
3. Install an anti-virus software and keep it permanently updated.
4. Make frequent back-up copies of the files contained in your computer.
5. Disable permanent cookies in your browser configuration.
6. In your browser configuration, set the use of 'Active X' to 'Prompt'. Allowing Active X only from websites you can trust will prevent malicious software such as 'spyware' or 'adware' from being installed on your computer.

Users are advised to carefully read and follow all the technical requirements and security advice as indicated in this section 9. Compliance with these requirements may be necessary for the proper functioning of the User Area.

10. Disclaimers

CPVO shall not be liable for any loss or damage arising from interference, omissions, interruptions, computer viruses, telephone faults or disconnections in the operational functioning of this electronic system brought about by causes beyond CPVO's control. These include any delays or blockages in the use of the system caused by faults in or overloading of CPVO's communication lines or servers, the internet system or other electronic systems, or any damage caused by third parties as a result of unlawful intrusion beyond CPVO's control.

Any action performed via the User Area must comply with the applicable rules. Where, due to a technical malfunction or any other equivalent reason, the User Area allows actions which do not comply with the applicable rules to be performed, such actions may be invalidated by the Office. In such a case the User will be informed accordingly.

The CPVO is not liable for any damages arising out of or in connection with any use of the CPVO's User Area other than for communication between the CPVO or authorised Users.

The CPVO disclaims all liability for the non-availability of the CPVO User Area due to the Internet network, to system maintenance or repair or to factors outside the control of the CPVO.

The CPVO does not guarantee that the CPVO User Area will meet the User's requirements or will operate in an error-free manner.

The CPVO's liability shall be limited to direct and foreseeable damages. The CPVO shall not be held liable in case of a force majeure event or of an act of a third party

11. Encryption and non-repudiation

CPVO has advanced and secure systems for guaranteeing the identity of users when connected and for certifying the content of messages sent. It also guarantees the authenticity of the server to which users are connected, thus preventing the server being supplanted by third parties. All information transmitted via the internet is encrypted using SSL protocol.

Certifying authority: the CPVO's server has been certified by an international certifying authority, which guarantees that users have in fact connected to CPVO.

12. Data protection information

Please consult the Data Protection Notice in our Website (<https://cpvo.europa.eu/en/data-protection>).

13. Dispute resolution

If a dispute arises out of or in connection with these Terms and Conditions of use, the parties shall undertake in good faith to use all reasonable endeavours to settle the dispute by negotiation. Should this fail, any such dispute shall be finally settled before the European Court of Justice.

UNDERTAKINGS TO BE GIVEN BY THE USER

The user is held to comply with the following undertakings, breach of which may result in deactivation of the user account.

I have taken note of how the User Area operates as described above and I expressly undertake:

- Not to inform third parties of my user identification and password; any process carried out using that user identification and password will be deemed to have been carried out by me.
- To give notice immediately of any change of my e-mail address.
- To use the User Area for submitting applications for Community Plant Variety Rights and other documents, receiving notifications and documents sent by the Office, replying to such notifications and performing other actions.
- To log on regularly to my User Area and to consult the notifications awaiting service for which I am the intended recipient. I accept that, in the event of my failure to consult any such document, it will be deemed to have been notified to me on the expiry of the seventh day following the day on which an e-mail was sent to me notifying me that a decision or document was placed by the Office in the User Area ("deemed service").

CPVO-Terms&Conditions/3.0

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