



CPVO

Community Plant Variety Office

TERMS AND CONDITIONS CONCERNING E-ACTIONS AND ELECTRONIC COMMUNICATION WITH AND FROM THE OFFICE (USER AREA)

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1. General

Users are asked to carefully read the present Terms and Conditions of use. The registration as user in the "User Area" for the initiation of an e-action is conditioned to the acceptance to the Community Plant Variety Office (hereinafter "the Office") User Area's Terms and Conditions.

If you do not agree to these Terms and Conditions you should use another accepted means of communication. "Accepted means of communication" are those recognised by law or by decision of the President of the Office, including sending via registered post but no e-mail communications.

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 guarantees that he/she has received the necessary delegation and required power for representing his/her employer or the third party with the CPVO (he or she is the "person authorised to sign").

The User Area is the Office'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 20 December 2016 ([Decision of the President concerning electronic communication](#)). It is possible to perform e-actions on the User Area (see definitions below).

Unless otherwise provided, the User Area is accessible from anywhere, 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 have effects on the user from the date on which he/she has accepted them.

2. Summary of the obligations of the User

The User undertakes to:

- i) Use the User Area in case they want to submit electronically applications for Community Plant Variety Rights and other e-actions. Once the application/e-action is filed electronically, all other communications, including notifications sent by the Office and replying to such notifications, shall take place via the User Area. Communications via e-mail would only be allowed as an acceptable means of communication in cases where communication with the platform is impossible for technical reasons or in communications by users of the Administrative Council Area and the Technical Liaison Officer website;
- ii) Use the User Area for its intended purpose (e.g. communicating with the Office and initiating/pursuing e-actions, request certified copies) only and in accordance with the applicable Terms and Conditions of use;
- iii) When new messages are posted on the User Area, an alert is sent to the User via e-mail. Please note that said alert has informative purposes only and it does not amount to a valid notification (service of a communication pursuant to Regulation (EC) No 874/2009, hereinafter "PR", Proceedings Regulation).
- iv) Communications are considered served to the User when opened on the platform or in any case on the expiry of the seventh day following the day on which an e-mail alert was sent to the User;
- v) Provide accurate information when accessing the User Area;
- vi) Log on regularly to the User Area and to consult the communications available.
- vii) Ensure that the password is protected at all times against loss, disclosure to any unauthorised party, modification or unauthorised use. Inform the Office immediately in the event of actual or suspected compromise of password using the "contact us" form (<https://online.plantvarieties.eu/login>).
- viii) Not modify the platform in any way, in particular with the help of software, disturb or attempt to disturb the User Area.

Find additional details on the obligations of the User in the following paragraphs of the present Terms and conditions

3. Definitions

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

The **only entry point** to the User Area is the [Official CPVO website](#)

The User Area enables users to (not exhaustively):

- i) File applications for Community plant variety rights;
- ii) View a list of all applications submitted (including those granted and terminated);
- iii) Receive, view, download, print and save all electronically generated communications sent to the User by the Office, in the application procedure and once the Community Plant Variety right is granted, including decisions of the Office;
- iv) Upload, view, print and save all electronic communications sent by them to the Office, in the application procedure and once the Community Plant Variety right is granted, including providing remedying information, requesting entries in the Register;
- v) Specific e-actions related to applications (e.g., denomination proposals; withdrawals) or granted Community plant variety rights (e.g., surrenders);
- vi) Initiation of other legal proceedings, including objections, nullity petitions, cancellations, *restitutio in integrum*, Appeals and subsequent e-proceeding actions (i.e. communications);
- vii) Access the "Variety Finder" database;
- viii) Submit requests for certified copies or an official extract from the register;
- ix) Submit Requests for Access to documents held by the Office;
- x) Access information related to the User's account, in particular, movements, outstanding debit and credit notes.
- xi) Access to the Administrative Council Area (restricted to authorised Users)
- xii) Access to the Technical Liaison Officer website (restricted to authorised Users)
- xiii) Access to the PVR Case-Law Database

The term **E-actions** indicates the services that the Office offers through its User Area. The services entail an input from the User (or the Office in the case of communications including notifications) that has either information purposes related to the Plant Variety rights system or a direct effect on one or more Community plant variety rights files.

The term **File** indicates any set of actions and communications, relating to an application or a Community Plant Variety right, regardless of its status. In particular, it includes granted applications

but also applications where an application date was not granted yet or that are subject to legal proceedings.

The term **Communications** indicates the transmission of any message by the Office or to the Office, accompanied or not by documents and made through the User Area.

The term **Notification** refers to a communication that is deemed served by the Office to the User according to the prescription of the law and, in particular, Articles 64 et seq. PR. Not all the communications from the Office are notifications and the Office may send communications for information purposes (especially in the case of request for clarifications by the User). Notifications shall be made only through accepted means, including the User Area pursuant to the Decision of the President of the Office concerning electronic communication with and by the Office of 20 December 2016.

The term **Alert** indicates an automatically generated e-mail informing the User that a new communication is available on the User Area. The e-mail alert does not constitute a legally valid notification, it has information purposes, and it is a service aimed at making the use of the User Area simpler for the User. However, the responsibility to regularly access the User Area belongs to the User.

4. Content of the User Area

a) Communications by the Office (when applicable)

The User Area allows the Office to validly notify and transmit electronically communications including Office decisions, 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-mail or other valid means of communication would be exceptionally allowed as notification tool.

Users receive an alert when a communication is available in the User area. Communications are deemed to have been served to the party (notified):

- i) Upon **opening of the communication** in the User area (time of France), or, in any case,
- ii) On the **seventh (7th) day** following the day on which the Office posted the communication on the User area. In such a case, the communication will be considered as deemed served and a further alert to the User will specify the exact date of service and will be indicated in the User Area, next to the relevant notification date.

The User is advised to log in to the User Area at least once a week to consult the communications sent to him or her. If the communication is not accessible, the User should inform the Office immediately.

b) E-actions including communications to the Office (when applicable)

The User Area allows the User to initiate e-actions and send communications electronically, without the need for such sending to be confirmed by post. The user will have the possibility at any time to view, print and/or save the related communications.

As a rule, the initiation of an e-action including the sending of a communication by means of the User Area means that the user will continue sending subsequent related communications in the same

manner unless it reveals impossible for technical reasons, in which case the user may make use of a different accepted means of communication.

Communications via e-mails shall be avoided. They are exceptionally considered an acceptable means of communication in cases where communication with the platform is impossible for technical reasons, namely, malfunctioning of the platform attributable to the Office or *force majeure*. The address to be used is cpvo@cpvo.europa.eu.

Since the time necessary for preparing the e-actions or the transmission of communications (especially if including documents) can vary, the User is advised, when there is a legal deadline, not to leave transmission to the very last minute, just before the expiry of a time limit. It is reminded that it is responsibility of the User to comply with legally established time limits.

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

Pursuant to Article 71 PR, if a time limit expires on a day on which there is an **interruption of service** (typically connection to the internet or malfunctioning of the platform due to the Office or *force majeure*), the parties to proceedings shall inform the Office using the "contact us" form (<https://online.plantvarieties.eu/login>), providing convincing arguments and documents able to demonstrate the interruption of the connection. Once established the interruption of service, the time limit shall be extended to the first day following the end of said interruption. For further information on computation of time limits, please refer to Article 69 et seq.PR.

E-actions including communications 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**.

The User should report transmission failures immediately using the "contact us" form (<https://online.plantvarieties.eu/login>) for the Office to follow-up adequately. In the event of a transmission failure of a communication sent electronically and having an effect on a time limit, the extension of the latter will be carried out as indicated above. The sending by one of other accepted means of communication will have to be effected as a last resource.

Disclaimer: the list of e-actions may be subject to modification.

In all the aforementioned proceedings and where appropriate, the User may need to attach supporting documents, subject to the technical requirements available here. Document types allowed by the CPVO are jpg, jpeg, png, pdf (**not encrypted**). The maximum document size for uploads is **10MB** (it is possible to upload as many documents as possible).

c) Databases accessible via the User Area (PVR Case-law database and Variety Finder)

Users can also have access via the User Area to the PVR Case-Law database, where they can perform search of case law from EU States and deciding bodies on Plant Variety Right issues.

Moreover, users can also have access via the User Area to Variety Finder, a database that contains EU and non-EU national data on varieties applied for or granted plant variety rights, national listings

of agricultural and vegetable species and some commercial registers, as well as EU registered trademarks for class 31.

d) Administrative Council Area and Technical Liaison Officer website (to authorized Users only)

The User Area can also give access, to authorised Users only, to the Administrative Council Area and to the Technical Liaison Officer website.

5. Application for a User account and conditions of use

The request to open a User account must be made online in the [Official CPVO website](#) and is subject to the acceptance of these Terms and Conditions.

Once the request is filed, the User will receive confirmation of his or her login on the email address indicated when filling said request and will be invited to define his or her password within 72 hours. If no password is established, their account will not be validated and no further e-actions will be allowed in the system.

The User is responsible for the proper use and maintenance of confidentiality in respect of his or her account and passwords. The User must not inform anyone of his or her credentials for accessing the User Area.

When the User opens a User account and indicates his or her e-mail address, he or she will be asked whether he or she authorises the Office to send Plant Variety Right-related information, such as news on the topic, invitations to seminars and workshops, etc. to the User. The purpose of the above information is strictly to inform and update Users on the topic above, including general or specific surveys. Such data will not be transferred to any entity for commercial purposes.

Any action carried out through the User Area using that User's credentials will be deemed to have been carried out by the registered account holder. Should the user breach any of his/her obligations under these Terms and Conditions, the Office will send to the user a prior notice requesting the user to remedy the breach within ten working days as from the receipt of the notice. If the user fails to remedy the breach within this time limit, the CPVO is entitled to revoke, temporarily or definitively, the access to the CPVO User Area.

The User may at any time request the deactivation of his/her 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. Any pending proceedings will be closed unless the User provides indications to the contrary and, in particular, a valid alternative User account to receive communications and continue the open proceedings.

6. Liability

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

Any action performed via the platform must comply with the applicable rules, namely these Terms and Conditions and any applicable legal provision concerning the Community plant variety right system. Where, due to a technical malfunction or any other equivalent reason, the platform 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.

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 and Commission Regulation (EC) No 874/2009 are in all cases preserved.

The Office 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 the Office's control (*force majeure* and act of third party). These include any delays or blockages in the use of the system caused by faults in or overloading of the Office'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 the Office's control.

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

The Office does not guarantee that the platform will operate in an error-free manner.

7. Technical requirements and security advice

For website security and to ensure that Office web services remain available to the general public, the Office monitors network traffic to identify unauthorised 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 Office for instructions using the "contact us" form (<https://online.plantvarieties.eu/login>).

The User is 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. Compliance with these requirements may be necessary for the proper functioning of the User Area.

- i) Protect access to your computer by using passwords. Keep your password secret, do not give it out or write it down near your computer.
- ii) Deactivate the password-saving functions in your browser. Lock your computer whenever you are not using it.
- iii) Install an anti-virus software and keep it permanently updated.
- iv) Make frequent back-up copies of the files contained in your computer.
- v) Disable permanent cookies in your browser configuration.

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.

8. Encryption and non-repudiation

The 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.

9. Information on the processing of personal data

Personal data collected through the CPVO's user area is processed in accordance with the Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

For more information, please consult our CPVO Decision of 17 December 2018 on Implementing Regulation (EU) 2018/1725, the Data Protection Notice, the CPVO Data Protection Register and the privacy statements, available in our website <https://cpvo.europa.eu/en/data-protection>.

10. 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.

CPVO-Terms&Conditions/4.0

Date: 2 December 2022