

Terms of use of the Food Additives Intake Model (FAIM) Tool

Version 1.0 - 22 June 2018

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button that will be prompted when using the [Food Additives Intake Model \(FAIM\)](#) Tool (the Tool) for the first time.

By clicking the "I Agree" button and using the FAIM Tool, the user agrees to be bound by the Terms and Conditions of this Agreement.

1. General information

The purpose of the Food Additives Intake Model (FAIM) Tool is to generate an estimate of chronic dietary exposure to food additives. It allows users to estimate the mean and high level exposure to food additives for different population groups (e.g. infants, toddlers, adults, etc.) in several European countries.

2. The purpose of use of FAIM Tool

The FAIM Tool is intended to be used by applicants, risk assessors and risk managers for estimating exposure to new food additives or to already authorised food additives for which a new use is proposed. The information provided by the Tool is not intended to constitute advice from EFSA or any EU institution, body or other agency of any kind or the rendering of consulting, or other professional services of any kind. It does not represent scientific, legal or regulatory advice and it is without prejudice to the actual scientific evaluation to be provided by EFSA under the applicable legal framework.

3. Scope

These terms apply between the user and the European Food Safety Authority (EFSA) and they set out the conditions applicable to the use of the Tool.

The "user" means the natural or legal person (e.g. the individual, company, organisation) subject to the terms and conditions of these terms, who has created user account to use the Tool.

By the acceptance of these terms by the user, EFSA grants the user a revocable, non-exclusive, non-transferable and limited license to use the Tool solely for personal purposes strictly in accordance with the terms of this Agreement.

4. Intellectual Property Rights

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

The EFSA logo is the exclusive property of the European Food Safety Authority – EFSA's name and its logo are registered under Article 6ter of the Paris Convention for the protection of industrial property. Their use is prohibited without the prior written permission of EFSA.

This Tool does not disclose any commercially sensitive or otherwise confidential information.

EFSA is not the owner of the data used by the Tool, which remain the exclusive property of the respective owners. Unless otherwise stated, the owners of the data underlying the Tool are national competent authorities. By gaining access to the Tool, the user is not granted access to the underlying datasets used by the 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.

5. Liability

EFSA maintains this Tool to enhance public access to data relevant for risk assessments. EFSA's goal is to keep this information timely and accurate. The FAIM Tool is therefore meant as a living Tool, to be regularly updated and maintained by EFSA to the best of its knowledge and available resources. If factual errors are brought to EFSA's attention, EFSA intends doing its utmost to correct them as soon as possible. The Tool may also be updated to incorporate new information or data resulting from EFSA's scientific activities and data collections. The data used by the current release of the Tool are dated on EFSA's website. Results obtained through the Tool represent the data that was available on the Tool at the moment it was used, and 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 Tool by the user, and is without prejudice to the outcome of EFSA's evaluation processes.

Obtaining access to the Tool does not establish any contractual relationship between the user and EFSA. Any user of the Tool is advised to consult with an attorney, consultant or other professional to determine what may be best for their respective individual needs. By acceding the Tool, the user also acknowledges that the documents, data or information made available by EFSA may contain inaccuracies or errors. The content of the information provided as a result of the use of the Tool is for information only.

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 this Tool. EFSA cannot be held liable for errors, inaccuracies or inconsistencies with regard to texts available on its 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 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 this Tool, website or any linked external sites.

6. Restrictions

The user agrees not to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise exploit the FAIM Tool as well as to make the use of the FAIM 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.

7. Modifications to FAIM Tool

EFSA reserves itself the right to modify, suspend or discontinue, temporarily or permanently, the FAIM 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.

8. Entry into force

The present Terms shall enter into force on the date of the first use of the Tool by the user.

9. Termination

This notice applies until terminated by the user or by EFSA.

EFSA may, in its sole discretion, at any time and for any or no reason, suspend or terminate the user's rights on the Tool with or without prior notice.

The user's rights on the Tool will terminate immediately, without prior notice from EFSA, in the event of failure to comply with any provision of this notice.

The user may also terminate obligations under this notice by deleting their FAIM account. In this event, the user shall cease all access to use the FAIM Tool and shall have no right to use the data gained by the use of the FAIM Tool.

10. Amendments to this notice

EFSA reserves itself the right, at its sole discretion, to modify or to replace this notice at any time.

11. Personal Data protection and privacy statement

EFSA is committed to user privacy. It processes your personal data only for the purposes indicated below.

The policy on the processing of personal data by the Union institutions is based on Regulation (EC) N° 45/2001 of the European Parliament and of the Council of 18 December 2000.

At EFSA, the Data Protection Officer, DataProtectionOfficer@efsa.europa.eu, monitors compliance with the Regulation and advises controllers on fulfilling their obligations (see art. 24 of the Regulation); for all EU Institutions and Agencies, the European Data Protection Supervisor acts as an independent supervisory authority with regard to the data protection (see art. 41 to 45 of the Regulation).

12. 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.

13. Contact Information

In case of any questions about this Agreement or use of the FAIM Tool, please contact us by writing to: data.collection@efsa.europa.eu.