

Terms and Conditions of Use/Service

Information System: DG SANTE Sustainable Use of Pesticides Directive (SUD)

(valid as of July 2023)

The European Commission, represented by the Directorate-General for Health and Food Safety, (hereinafter referred to as "SANTE"), pursuant to the requirements of [Directive 2009/128/EC](#), aims to achieve a sustainable use of pesticides in the EU by reducing the risks and impacts of pesticide use on human health and the environment and promoting the use of Integrated Pest Management (IPM) and of alternative approaches or techniques, such as non-chemical alternatives to pesticides. EU countries have drawn up National Action Plans to implement the range of actions set out in the Directive. The main measures relate to the training of users, advisors and distributors of pesticides, inspection of pesticide application equipment, the prohibition of aerial spraying, limitation of pesticide use in sensitive areas, and information and awareness raising about pesticide risks. EU countries must also promote Integrated Pest Management, for which general principles are laid down in Annex III to the Directive. This last measure is facilitated by the Sustainable Use of Pesticides Directive web-portal (hereinafter referred to as "SUD Portal"), at the disposal of third parties (hereinafter "Users"), whether public or private, as appropriate, without payment, subject to the terms and conditions of use and operating instructions, (hereinafter referred to as "Terms"). Any public-facing data from the SUD Portal is available for consultation by users with internet access to Europa (hereinafter referred to as "Visitors").

- (1) Scope. These Terms and conditions of use are applied to the use of the SUD Portal and all services on it, unless otherwise provided. These Terms are without prejudice to laws binding on the European Commission. By accepting these Terms or by using the SUD Portal, you agree to all of these Terms and consent to the processing, including transmission and transfer, of certain personal data, and undertake to comply with them. If you do not accept and comply with these Terms and the record of processing activities, you may not use the SUD Portal.
- (2) Amendments. SANTE reserves the right to amend these Terms at any time. Amendments to the Terms are published and the Terms enter into force immediately after publication. By continuing use of the SUD Portal, you accept the amendments to the Terms.
- (3) Use. The availability of services on the SUD Portal requires registration as a user and authorisation by an administrative user. All use is free-of-charge. If incorrect information is provided, SANTE may block the user. Upon registration as a user, a personal account is created for the user and a password is needed to login to the account (using EU Login¹). User credentials shall not be disclosed to third parties. The SUD Portal account is personal,

¹ [About EU Login \(europa.eu\)](#)

and the associated right of use may not be sold, leased or otherwise transferred to a third party under any circumstances. If the user account is transferred to a third party, SANTE may block the account and initiate legal proceedings. Users and his or her employing entity shall be liable for losses incurred by the SANTE or any other user due to misuse of the SUD Portal and breach of these Terms. Any unauthorised use or breach of security must be notified to SANTE-SUD-SUPPORT@ec.europa.eu as soon as users become aware of the unauthorised use or breach. Users are responsible for maintaining the security of their personal user account credentials and for any logins carried out with their account. Users with administrative rights must manage the access rights of users under their responsibility: to keep the accounts and roles up-to-date; and, to remove roles from any users who have not logged in for longer than one-hundred days. All users must respect basic rules of conduct by using the SUD Portal for the sole purpose of fulfilling their obligations under requirements of [Directive 2009/128/EC](#), and are responsible for the information provided in the SUD Portal with user accounts. In no event, will SANTE be liable for any incidental, consequential, direct or indirect damages, including, but not limited to, the loss of data, breach of security or other damage arising from the unauthorised use of user accounts.

- (4) **Ownership and Liability.** The ownership of each data entry, file or any other document uploaded to the SUD Portal by users shall continue to vest with the original owner. Users have the right to use, for official purposes, the information to which they have access in the SUD Portal and services.
- (5) **Personal Data.** Personal data is treated pursuant to Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies and on the free movement of such data. Users should consult the relevant data protection records (published in the European Commission Data Protection Records Management System) and privacy statement which include information on how personal data is processed within the SUD Portal.
- (6) **Liability for Content and Limitations.** SANTE may update the SUD Portal and services and create or remove functionalities at its discretion, while ensuring that the requirements of [Directive 2009/128/EC](#) are respected. SANTE does not guarantee that information entered or uploaded is correct. SANTE is not liable for direct or indirect losses incurred by any users of the SUD Portal and services due to the use and application of its content. SANTE is not liable for the functioning of links in the SUD Portal to external sites, or the content of such sites and it exercises no control over the posting of such links. SANTE may use third parties for technical development of the SUD Portal. The presence or absence of links to relevant areas are at the discretion of the Member States concerned. Member States are responsible for ensuring that linked sites are necessarily comprehensive, complete, accurate or up to date. The Commission assumes no responsibility for linked external sites over which the Commission services have no control.