

Terms of use

Association Phyto-info



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Terms of use: Phyto-info search tool

Updated on the 15/03/2024

Welcome to Phyto-info plant search tool!

Phyto-info is a search tool available online using a web browser.

Before discovering the search tool, the user (“the User”) is invited to read and accept these Terms of Use.

1. What is the purpose of Phyto-info search tool?

Phyto-info search tool aims to list and synthesize information relating to plants (constituents, possible toxicities, precautions for use, benefits, etc.) from books published by recognized professionals, whether health professionals, scientists, or even practitioners from non-conventional sectors (not officially recognized).

Phyto-info search tool offers a library of information on certain plants, providing quick and easy answers to questions you may have about plants. It provides quick and easy information to people who have questions about plants.

2. What is the difference between Phyto-info and herbal medicine?

Herbal medicine refers to a therapeutic treatment based on plant extracts and natural active ingredients in order to heal, soothe, or prevent a disease.

Unlike herbal medicine, Phyto-info search tool aims to share knowledge situated between tradition and science concerning plants recognized as having medicinal properties.

Phyto-info has a **strictly pedagogical purpose** and is not **in any case** a tool to help diagnose an illness or to set up a treatment, which can only be done by a health professional as part of a personalized check-up.

3. Precautions of use for the Phyto-info search tool

According to the ANSM (French national agency for medicines and health products safety), medicinal plants are: > “-herbal drugs as defined by the European Pharmacopoeia, of which at least some have medicinal properties, -plants with medicinal properties that may also have food or condiment uses, or even be used in the preparation of sodas. For these various possibilities, are concerned either the same or different parts of plants”.

The Pharmacopoeia is an official directory of plants with medicinal properties.

Information available on the Phyto-info search tool is in no way exhaustive and solely reflects the opinions of the authors of the works selected by Phyto-info.

Most of the information contained therein is not currently recognized, whether scientifically or legally in France (though it may not be the case in another country).

The content presented here is for informational purposes only and can in no way replace official laws. It cannot be considered as having a scientific or medical consensus, nor can it be considered as a medical consultation.

Users are invited to take precautions in the application of this content, both for them and for others, as well as in the interpretation of results obtained.

The information offered in the search tool cannot replace a diagnosis and/or medical treatment and does not in any way exempt you from consulting a doctor, the latter being the only person authorized to establish a medical diagnosis and appropriate medical treatment.

4. Who is the owner of the Phyto-info search tool?

The search tool was designed and developed by the founding members of the Phyto-info non-profit organization.

Phyto-info is a non-profit organization declared within 1901 French law by the prefect of the Doubs under the number W251009984, registered under the SIRET number 915 366 819, the official address being located at 13 la Grange des Noyes, 25110 Voillans.

The Phyto-info non-profit organization can be contacted by mail at: `contact(@)phyto-info(.)com`

5. How is the information on the search tool presented?

The User is invited to use a search bar to search for the name of a plant or a symptom.

If they type a symptom in the search bar, a list of plants is offered. Results are ranked according to the confidence index calculated by the search engine (the plant with the highest index first, and the plant with the lowest index last).

The confidence index is based on the number of books referencing the symptom and plant in question. The higher the number of references found, the higher the confidence index.

For each plant referenced in the search engine, the User has:

- the list of references used to gather information;
- other known names for this plant;
- icons intended to simplify the understanding of plant uses;
- precautions for use;
- a sub-page dedicated to each plant provides more in-depth information on practical uses, traditional uses, dosages, known plant properties (though not always officially recognized), constituents, common names, scientific names, or even methods of use.

6. Who can use the Phyto-info search tool?

A limited version of the Phyto-info search tool is available for free. The User is invited to:

- 1° go to the “search” tab
- 2° accept these Terms of Use

Unlimited use of the full version of the Phyto-info search tool is reserved for members of the Phyto-info non-profit organization.

7. What should we remember about the User’s account and their personal space?

To access the Phyto-info search tool in its entirety, the User is invited to:

- 1° become a member of the Phyto-info non-profit organization
- 2° then go to the “search” tab

- 3° enter your username (email address)
- 4° enter the single-use code received by e-mail
- 5° accept these Terms of Use

The code sent to login is single use and valid only for a few minutes. The User has the option of remaining connected for 2 weeks using an authentication cookie.

The User may, if he wishes, request the closure of his account directly from his profile. Once deleted, the User no longer has access to the search tool.

8. What are the User's involvements?

The User undertakes to comply with these Terms of Use and in particular, the following rules:

- be at least 18 years of age and have full legal capacity;
- not have mental issues nor be in psychiatric treatment;
- create a single account;
- provide accurate, up-to-date, and truthful information on your profile;
- do not share your username, allow others to access your account, or transfer your account (without our authorization).

The User also undertakes to use the Phyto-info search tool under the following conditions: - do not use the information available to carry out treatments and/or diagnoses if not a doctor; - do not use available information to promote, sell, or offer for sale unauthorized products; - do not use the information to engage in operations reserved for pharmacists, if not a pharmacist; - do not use the tool to interfere with or alter its system; - do not extract, copy, or duplicate elements and graphics from the search tool; - do not to insert files/programs that are malicious or contain computer viruses; - do not import or insert unauthorized or inappropriate content that would be illegal, would violate image rights, intellectual property or any other rights belonging to others, content that is racist, pornographic, or could constitute an incitement to commit crimes and offences, defamation and insults, an invasion of privacy, or even acts that endanger minors.

9. Technical services that maintain the Phyto-info search tool in working condition

In order to allow a smooth experience and use of the search tool, the Phyto-info non-profit organization provides the following technical services:

- **hosting and maintenance of the search tool:** the non-profit organization carries out the maintenance and hosting of the search engine;
- **the availability of the search tool:** the non-profit organization will make every reasonable effort to ensure the availability of the search engine,

except during maintenance periods. It may interrupt access to the search tool occasionally for maintenance and/or improvement;

- **search engine safety:** the non-profit organization will ensure an optimum level of safety and is committed to complying with applicable regulations.

10. Phyto-info intellectual property

Intellectual property rights of the search tool

The Phyto-info non-profit organization developed the search tool using php scripts and open source software packages under free distribution license: international Creative Commons: Attribution - NonCommercial Use - No Modifications 4.0 International.

The 3 rules of this license are as follows:

- Attribution [BY] (Attribution): the work may be freely used, provided that it is attributed to the author by quoting his name. This does not mean that the author is in agreement with the use that is made of his works.
- Non-commercial use [NC] (Non commercial): the rights holder may authorize all types of use or, on the contrary, restrict to non-commercial uses (commercial uses remaining subject to his authorization). They authorize the reproduction, distribution, and modification of a work, as long as the use is not commercial.
- No modifications [ND] (Non derivative): In the event that you remix, transform, or create from the material comprising the Original Work, you are not authorized to distribute or make available the Modified work.

Intellectual property rights on published works referenced in the search tool

Phyto-info search tool references books published by recognized professionals, whether they are health professionals, scientists, or even practitioners from unconventional sectors (not officially recognized).

Short quotes from these books are available on the search tool, in accordance with copyright rules.

User rights

The provision of the intellectual property elements previously referred to the User cannot be analyzed as the transfer of any intellectual property right, within the scope of the French intellectual property law.

Thus, the right of access and use granted to the User under these Terms of Use is exclusive of any transfer of intellectual property rights. This concerns in particular the rights referred to in articles L 122-1, L 122-6, L 122-7 of the Intellectual Property Code.

The User undertakes to respect the rules of copyright, in particular those presented previously, and is prohibited from carrying out acts contrary to the Creative Common license and/or actions likely to have the consequence of infringing all or part of any element making up the tool and/or its contents.

The User is informed that use of the search tool and/or its contents, which does not comply with the provisions hereof, exposes him to legal action (unfair competition, counterfeiting, etc.).

11. Responsibility of the Phyto-info non-profit organization

The non-profit organization is subject to a general resource obligation. He can only be held liable for a fault proven by the User, unless the latter is an individual and his damage is directly linked to paid services purchased online.

The User accepts that the non-profit organization cannot under any circumstances be held liable in any way whatsoever due to the use made by the User of the available information.

The user is solely responsible for the choices he makes and the consequences of his choices.

The User accepts that the non-profit organization cannot be held liable due to the unsuitability of the information to his needs.

The non-profit organization is also not responsible for the harmful consequences linked to the communication network and the User's Internet access failures.

The liability of the non-profit organization may only be held liable for direct damages attributable to it in respect of the performance or non-performance, even partial, of its obligations hereunder, it being specified that indirect damages are excluded.

Thus, the non-profit organization cannot be held liable for any indirect damage, the loss of an opportunity, loss of data, or any other special damage or events beyond its control or for any fact that is not attributable to it.

By express agreement between the parties, the liability of the non-profit organization is limited, all direct damages included, to the annual membership amount.

12. The protection of personal data

As part of its services, the Phyto-info non-profit organization is required to process Users' personal data.

The non-profit organization undertakes to respect the Data Protection Act and the General Regulations on the protection of Personal Data (“GDPR”) n°2016/679, under the conditions specified in the Privacy Policy.

13. Modification of the Terms of Use

The non-profit organization reserves the right to adapt or modify the terms of these general conditions at any time, which will be accessible from the search tool. Where necessary, the User is invited to accept the changes to the Terms of Use.

14. Proof agreement

The following provisions thus constitute the evidentiary agreement between the Parties, which undertake to comply with this article. The Parties agree that in the event of a dispute, the following elements and procedures are admissible in court and will prove the data and facts they contain as well as the signatures and authentication procedures they express:

- User account data
- information and data stored on the search tool
- checkboxes to collect the User’s choice
- payment data
- automatic notifications

15. Rules you need to know when it comes to cancelling

The non-profit organization reserves the right to terminate a member’s account for non-compliance with one of the terms of these Terms of Use or in the event of a legitimate reason.

The User may at any time request the deletion of his account from his personal space or by contacting the non-profit organization.

Any termination automatically results in the termination of the right to access the search tool.

16. Miscellaneous provisions

Each of the provisions of these Terms of Use must be interpreted, as far as possible, in such a way that it is validated under the law applicable to it. If any of the stipulations proves to be illegal, void or unenforceable by any competent court or administrative authority under the terms of an enforceable decision, this stipulation will be deemed unwritten, without altering the validity of the other stipulations and will be replaced by a valid stipulation of equivalent effect, which the Parties undertake to negotiate in good faith, and as the Parties would have agreed if they had known the illegality, nullity or unlawfulness. opposability of said stipulation.

The fact that a Party does not take advantage of any provision hereof will in no way constitute a waiver of its right to require compliance with each of its terms and conditions.

17. Applicable law — Competent courts

These Terms of Use are governed by French law.

In the event of a dispute not resolved amicably, express jurisdiction is conferred on the court at the place of residence of the defendant, in accordance with article 42 of the French Code of Civil Procedure, or, at the choice of the latter, at the place of performance of the services, in accordance with article 46 of the Code of Civil Procedure.