



IRF World Road Statistics (WRS)

Terms and Conditions

This section outlines the Terms and Conditions governing the use of the IRF World Road Statistics (**WRS**) data in digital/electronic and/or printed formats, produced by the International Road Federation (Geneva, Switzerland) hereafter referred to as **IRF**.

1. Account creation

1.1 To get access to the IRF World Road Statistics data the creation of an IRF WRS Data Warehouse Account is necessary. You agree to be responsible for maintaining the confidentiality of your passwords and all activities that occur under your account.

1.2 By registering an IRF WRS Data Warehouse Account, you agree that (1.) you will not do anything which would assist anyone who is not a registered user to gain access to the IRF World Road Statistics data, (2.) you will not create accounts for the purpose of abusing the functionality of the site, or other users, (3.) to notify IRF immediately if you become aware of any unauthorised use of your password by others.

1.3 IRF may terminate your registered account, at its sole discretion.

2. Copyright / Limited License Terms

2.1 IRF is the owner, or licensee, of all rights in and to IRF World Road Statistics data, products and its associated content, including but not limited to all intellectual property and any other property or proprietary rights.

2.2 IRF is the owner of all trademarks, trade name, and/or service mark rights, whether registered or under common law, of all its marks, including, without limitation, IRF International Road Federation, and its Logo. You are hereby prohibited from using the trademarks, service marks, design marks, and logos of IRF, or any colourable imitation thereof, or any mark not owned or licensed by you, as an indicator of source, as a part of a domain name, or in any way that is likely to cause confusion without the prior written consent of IRF. All trademarks, images, copyrights or rights of publicity displayed in connection with your use of the IRF World Road Statistics data are the property of IRF.

2.3 IRF World Road Statistics data and related materials, including but not limited to any text, names, marks, statistics, graphics, tables, images, sounds, music, videos, software, and scripts, as well as its associated data and services generated by IRF, are the property of, owned by and licensed through IRF.

2.4 IRF grants a limited, non-exclusive, free of charge, non-sublicensable, non-transferable, and non-assignable license to access the IRF World Road Statistics data to be used for non-commercial, personal purposes.

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2.5 IRF World Road Statistics data can be used for analytical purposes, manipulated and transformed.

2.6 Reproduction, publication, or any other way disseminating, or making publicly available of raw data, tables, graphics, etc., is only permitted as long as it is done in an isolated and individual manner and within the framework of the use for non-commercial and personal purposes.

2.7 Copying, publishing, or in any other way disseminating, or making publicly available, the unmodified and unaltered contents of the IRF World Road Statistics, partially or in its entirety, is not permitted, if it is done extensively or for the purpose of creating or operating a database made available to third parties.

2.8 All use of IRF World Road Statistics data, or anything else derived from the IRF World Road Statistics has to clearly identify the source of the data as “©IRF World Road Statistics”. This accompanying attribution must be placed in a way that is reasonable to the applicable use.

3. Restrictions of use

3.1 Unless otherwise specified and agreed in a signed separate agreement, the access and use of the IRF World Road Statistics data is strictly limited to personal and non-commercial use.

3.2 The use for any other purpose than as permitted by these Terms and Conditions requires the prior written approval by IRF. Except as expressly authorised by IRF, the creation and/or operation of a database in electronic and/or paper form comprising all or material parts of the provided IRF World Road Statistics data is not allowed.

3.3 You agree to use IRF World Road Statistics data lawfully and in good faith in accordance with the provisions of these Terms and Conditions, without its use damaging the rights or interests of IRF or any third party. By way of example, but not limited to, you agree (1.) not to engage in illegal activities or activities contrary to good faith and / or public order, (2.) not carry out any kind of action or omission that implies a violation of the intellectual property rights or any other proprietary rights of IRF or any third party.

4. Ownership of data

4.1 All data in the IRF World Road Statistics database, products and associated tools, are owned exclusively by IRF. Access of the IRF World Road Statistics data, in any form, does not transfer ownership to the licensee under any circumstances.

5. License Term / Termination of registration

5.1 Access to the IRF World Road Statistics data expires upon release of the next World Road Statistics edition, around 31st August each year. After this date, access to the IRF World Road Statistics will be possible through a new licence.

6. Legal Disclaimer

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6.1 IRF makes no express or implied warranties concerning the data included in their publication and compilation of data, particularly no warranty of accuracy or fitness for a particular purpose or use and no warranty against infringement of the proprietary or other rights of third parties.

6.2 IRF will not be held liable for any damages, including without limitation consequential damages, incidental damages, punitive damages, special damages, exemplary damages, indirect damages, lost profits, lost savings, business interruption, or lost information arising out of the use, whether proper or improper, of the IRF World Road Statistics data, even if you have been advised of the possibility of such damages. IRF does not assume responsibility for any error in, omission of, interruption of, deletion of, defect in, destruction of, unauthorized access to, or alteration of any data. You bear the sole responsibility to protect and backup your own data, network, hardware, systems, servers, software, computers, phones, and security.

6.3 IRF is not responsible for any errors made by inappropriate use of the data from IRF World Road Statistics or for errors in interpretation and conclusions resulting from erroneous use of the data.

7. Data Protection

7.1 For the extent to which IRF collects and processes your personal data, reference is made to the [IRF Data and Privacy Policy](#).

8. Indemnification

8.1 You agree to indemnify, hold harmless, and defend IRF, its officers, members, employees, agents, and directors from and against any and all claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorney's fees, arising out of or in relation to your use of IRF World Road Statistics data, your violation of a term or provision of these Terms and Conditions, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify IRF will survive the termination or failure of these Terms and Conditions and your use of IRF World Road Statistics data. You acknowledge and agree that your obligation to defend IRF will not provide you with the right to control IRF's defence and you expressly agree that IRF has the right to direct and control its defence regardless of your obligation to defend IRF.

9. Final Provisions

9.1 These Terms and Conditions may be amended or modified by IRF at any time.

9.2 Should any provision of these Terms and Conditions become invalid or ineffective in whole or in part, such provision shall not affect the validity and effectiveness of the other provisions of these Terms and Conditions and shall be replaced by a provision that reflects to the fullest extent possible the original intention of the parties involved.

9.3 These Terms and Conditions shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the principles of conflicts of laws thereof.

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9.4 Any dispute arising out of or in relation to this agreement shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland.

Geneva, 14.09.2022

