SNYPE

Know more. Explore better.

Turning bird data into knowledge, targets and discovery.

TERMS OF USE

Terms that apply when using the Snype app

Clear information for app users. Please read this document together with the other Snype legal notices where relevant.

1. Introduction

Welcome to **Snype**.

Snype is a birding app designed to help users explore bird distribution data, understand which birds are more likely to occur in specific areas, identify birding targets, and discover new birding opportunities.

By downloading, accessing or using Snype, you agree to these Terms of Use. If you do not agree with these terms, please do not use the app.

Snype is intended for general birding, recreational and informational use. It is not an official bird atlas submission platform, scientific verification tool, conservation decision-making tool, bird identification authority, or guarantee of bird occurrence.

2. About the Services

Snype uses bird distribution data derived from the **Southern African Bird Atlas Project 2 / BirdMap project**, commonly referred to as **SABAP2**, to provide birding insights, species likelihood rankings, filters and heatmaps.

Snype allows users to:

- Tap on a map to view birds recorded in an area.
- See birds ranked by likelihood based on SABAP2-derived data.
- Filter birds by season, speciality, target status, lifelist status, habitat and bird groups.
- Search for a bird and view areas where it is more likely to occur.
- Maintain a personal lifelist and target list.
- Use the app offline, subject to the data available in the app.

Snype does **not** currently allow users to submit bird sightings, atlas cards or records to SABAP2.

3. SABAP2 Data and Full-Protocol Records

Snype's likelihood rankings and heatmaps are based on SABAP2 **full-protocol** data.

Full-protocol records are used because they provide a more structured basis for comparing bird occurrence across areas. Snype does not use ad hoc SABAP2 records in its core likelihood calculations.

Ad hoc records may still be valuable, especially for unusual sightings, but they are not used by Snype for the core probability-style features.

4. Data Accuracy Disclaimer

Snype summarises SABAP2 citizen-science data in various ways. While this data is extremely valuable, Snype does not own, control or independently verify every underlying record.

Snype cannot guarantee that the data displayed in the app is accurate, complete, current or error-free. Bird records may be affected by factors including:

- Observer effort;
- Seasonality;
- Weather;
- Habitat change;
- Access limitations;
- Identification errors;
- Data preparation and modelling errors;
- Data submission delays;
- Data correction delays;
- Lost or removed records, for whatever reason;
- The number of cards submitted for an area;
- Differences in survey coverage between pentads.

Snype's rankings, heatmaps, filters and likelihood indicators are based on historical records and should be treated as **guidance only**. They do not guarantee that any bird will be present, visible, identifiable or correctly reflected for a specific location, habitat, date or time.

Users rely on Snype at their own discretion. To the fullest extent permitted by law, Snype, its owners, developers and associated parties accept no responsibility for any loss, inconvenience, missed sighting, travel decision, incorrect identification, incorrect assumption or other consequence arising from reliance on the app or the data displayed.

5. Bird Identification, Images and Visual Aids

Snype is a birding data and planning tool. It is not a bird identification app, bird-call app, or field guide, and it does not identify, confirm or verify any bird for the user.

Where Snype displays a photograph, illustration or other image of a bird, such images are provided as a general visual aid only, to give users a broad sense of a species. Users acknowledge and agree that:

- images are not complete and may not include every species referred to in the app;
- a single image cannot show every plumage, age, sex, morph, seasonal or regional variation of a species;
- images may be inaccurate, mislabelled, outdated or otherwise unreliable, and may not correspond to the bird actually present in a given area;
- images must not be used or relied upon to identify, confirm or rule out any bird.

Bird identification remains the sole responsibility of the user. Users should always confirm any identification using a dedicated field guide, a recognised bird identification resource, or expert knowledge. To the fullest extent permitted by law, Snype, its owners, developers and associated parties accept no responsibility for any incorrect identification, assumption, decision or other consequence arising from the use of, or reliance on, any image or visual aid in the app.

6. SABAP2 Coverage and Rarity Limitations

Snype only reflects the SABAP2-derived dataset used by the app.

Snype only reflects the SABAP2-derived dataset used by the app. If a bird has been seen in South Africa or Southern Africa, but was not recorded in the relevant SABAP2 full-protocol data used by Snype, it may not appear in Snype's likelihood rankings, heatmaps or area results.

This may apply to rare birds, vagrants, unusual records, ad hoc-only records, records not included in the latest dataset, or records not reflected in the latest Snype update.

7. Data Updates

Snype aims to refresh its SABAP2-based dataset on a **monthly basis**.

However, the app may not always reflect the latest SABAP2 submissions, corrections, taxonomy changes or updates immediately. Because Snype is designed to work offline, it uses the most recent dataset available within the app rather than live data pulled in real time.

Users are encouraged to keep Snype updated to access the latest available data, features and corrections.

8. Bird Names, Taxonomy and Lists

Bird names, taxonomy and species groupings may change over time.

Snype uses bird names derived primarily from SABAP2 data. Where we become aware of newer or more commonly used bird names, we update these on an ad hoc basis using our own knowledge, experience and feedback.

As a result, some names in Snype may not always match the latest field guides, taxonomic updates, official checklists, regional naming conventions or user preferences.

Snype's broader bird lists were derived from SABAP2 bird names and species data, supplemented by publicly available southern African bird checklist references and our own review to support completeness and practical naming. These references were used to help identify additional species that may not be reflected in SABAP2 full-protocol data, including species outside South Africa, vagrants and rarities. Snype does not claim or guarantee that its list is taxonomically complete, universally accepted, fully current or identical to any official or third-party checklist.

Users are welcome to contact us with suggested corrections.

Map-based features are only available for birds with South African SABAP2 data records.

9. Lifelist, Target and User Data

Snype may allow users to create, import, edit and store personal birding information, including lifelists, target species, preferences and related app data ("Personal Birding Information").

Personal Birding Information is stored locally on the user's device. Snype does not currently store Personal Birding Information on Snype-controlled servers.

If a device is lost, stolen, damaged, reset or replaced, Personal Birding Information may be lost permanently if it has not been backed up, exported or otherwise transferred.

Users are responsible for ensuring that their device, app data and Personal Birding Information are appropriately backed up. Snype does not guarantee that Personal Birding Information can be recovered from backups or transferred successfully.

Where Snype provides import and export functionality, users remain responsible for checking that their information has been correctly imported, exported or transferred.

10. Privacy and Personal Information

Snype is designed primarily as an offline app. Personal birding information, such as lifelists and target species, is stored locally on the user's device unless otherwise stated in the app.

Snype does not currently store users' Personal Birding Information on Snype-controlled servers. However, Snype may process limited information where necessary to provide support, manage app functionality, receive crash or diagnostic information, manage app-store subscriptions, respond to user queries, or comply with legal obligations.

Where Snype uses device location for location-based features, such location is used only for the relevant feature and is not stored by Snype on Snype-controlled servers.

Please refer to Snype's Privacy Policy for more information on how user information is handled.

11. Location Data

Snype includes limited location-based functionality. Where a user grants the relevant device permission, Snype may access the device's current location for the limited purpose of enabling location-based app features, including displaying the user's position on a map and supporting the "Best near me" function.

The "Best near me" function helps users find pentads near their current location where a selected bird may be more likely to occur.

Snype does not store users' location data on Snype-controlled servers. Snype does not maintain location histories, track users' movements over time, sell location data, or use location data for advertising, profiling or unrelated purposes.

Location data is used only when needed for the relevant location-based feature. If the user does not grant location permission, or disables location permission, some map and nearby-location features may not work or may be limited.

Users can manage or withdraw location permissions at any time through their device settings. Withdrawing location permission will not remove any birding data stored locally on the user's device, but it may prevent Snype from showing the user's current position or using "near me" functionality.

Snype may use device operating system services, map providers, app-store services or other third-party tools to support location and map functionality. Those third-party services may process certain device, map, diagnostic or location-related information in accordance with their own terms and privacy policies. Snype is not responsible for the privacy practices of third-party platforms or services.

12. Responsible Birding

Users agree to use Snype responsibly and ethically.

Users should:

- Respect private property;
- Follow reserve, park and landowner rules;

- Avoid disturbing birds, nests or sensitive habitats;
- Use playback responsibly and only where appropriate;
- Keep a safe distance from wildlife;
- Avoid trespassing or unsafe access;
- Comply with all applicable laws and regulations;
- Respect other birders, landowners and members of the public.

Snype does not authorise users to enter private property, restricted areas, protected areas or unsafe locations.

13. Prohibited Activities

Users may not:

- Use Snype for illegal, harmful or misleading purposes;
- Copy, scrape, reverse-engineer or redistribute Snype's content, design, data outputs or functionality without permission;
- Use automated tools, bots, scraping tools or extraction methods to access or collect Snype data;
- Attempt to interfere with the app's performance, security or operation;
- Upload or import malicious files;
- Misrepresent Snype outputs as guaranteed scientific conclusions;
- Use Snype to create a competing product or commercial dataset without permission;
- Remove copyright, trademark or proprietary notices;
- Use Snype in a way that infringes the rights of Snype, SABAP2, data providers, app users or third parties.

14. Copyright and Intellectual Property

Unless otherwise stated, all rights in the Snype app, including its name, branding, design, layout, functionality, software, icons, graphics, text, user interface, categorisations, speciality ratings, derived summaries, data presentation methods and other original content belong to Snype.

Users may use Snype for personal, non-commercial birding purposes in accordance with these Terms of Use.

Users may not copy, reproduce, modify, distribute, publish, reverse-engineer, commercially exploit, scrape, extract, resell or create derivative products from Snype or its content without prior written permission, except where permitted by applicable law.

The underlying SABAP2-derived data remains subject to the rights, permissions, acknowledgements and terms applicable to SABAP2 / BirdMap and other relevant data providers.

15. Cookies and Similar Technologies

Snype does not currently use website cookies within the mobile app. Where our website, login pages or related online services use cookies or similar technologies, this will be addressed in our Privacy Policy or Cookie Policy.

16. Availability, Offline Use and Technical Issues

Snype is designed to work offline, but some functions may depend on device settings, downloaded data, app version, storage availability, operating system compatibility or periodic updates.

Snype does not guarantee that the app will always be available, uninterrupted, error-free or compatible with every device or operating system version.

We may update, modify, suspend or discontinue parts of the app from time to time, including features, datasets, filters, maps or functionality.

17. No Professional or Scientific Advice

Snype is provided for recreational birding and informational purposes.

The app should not be relied on as a basis for:

- Scientific research;
- Conservation decisions;
- Environmental impact assessments;
- Legal, regulatory or land-use decisions;
- Species verification;
- Official bird records;
- Safety or access decisions.

Users requiring authoritative data or scientific outputs should consult the relevant official data providers, researchers, conservation authorities or professional advisers.

18. Third-Party Platforms

Snype may be downloaded through third-party platforms such as the Apple App Store or Google Play Store. Use of those platforms may be subject to separate terms, conditions, payment rules, refund policies and privacy practices issued by the relevant platform provider. Snype is not responsible for the operation, availability or policies of third-party platforms.

19. Subscriptions and Payments

Snype features are offered through paid subscriptions, once-off purchases or free trial periods. Subscription pricing, renewal terms, cancellation rights and refund processes will be displayed through the relevant app store or payment platform at the time of purchase. Users are responsible for managing or cancelling subscriptions through the platform through which they subscribed, unless otherwise stated.

20. Disclaimer

Snype is provided on an **“as is”** and **“as available”** basis.

To the fullest extent permitted by law, Snype makes no warranties or representations regarding:

- The accuracy, completeness or currency of the app content;
- The accuracy or completeness of SABAP2-derived data;
- The availability of any feature or dataset;
- The presence or absence of any bird at any location;
- The suitability of the app for any specific purpose;
- Compatibility with all devices or operating systems;
- Error-free, uninterrupted or secure operation.

Users agree that their use of Snype is at their own risk.

21. Limitation of Liability

To the fullest extent permitted by law, Snype, its owners, developers, employees, contractors, partners and associated parties will not be liable for any direct, indirect, incidental, consequential, special or other damages arising from:

- Use of, or inability to use, the app;
- Reliance on data displayed in the app;
- Inaccurate, incomplete or outdated data;
- Missed sightings;
- Incorrect identifications;
- Travel, route or access decisions;
- Loss of lifelist, target or user data;
- Device loss, theft, damage or malfunction;
- App errors, bugs, downtime or data update delays;
- Third-party platform, device, map or service issues.

Where liability cannot legally be excluded, Snype's liability will be limited to the maximum extent permitted by applicable law.

22. Indemnity

Users agree to indemnify and hold Snype, its owners, developers and associated parties harmless from any claims, losses, damages, liabilities, costs or expenses arising from:

- The user's breach of these Terms of Use;
- The user's misuse of the app;
- The user's unlawful or irresponsible birding activity;
- The user's reliance on app outputs;
- The user's infringement of third-party rights;
- Any content, files or data imported by the user.

23. Changes to These Terms

Snype may update these Terms of Use from time to time.

Where practical, updated terms will be made available in the app. Continued use of the app after updated terms are published will be treated as acceptance of the updated terms.

Users should review the Terms of Use periodically.

24. Governing Law

These Terms of Use are governed by the laws of the **Republic of South Africa**, unless otherwise required by applicable consumer protection laws or app-store rules.

Any disputes will be dealt with in accordance with applicable South African law, subject to any mandatory rights users may have under the laws of their country or region.

25. Contact Us

For questions, corrections, suggestions, data issues, privacy matters or support queries, users can contact Snype at:

Email: support@snypebirding.co.za

Developer / entity name: Beakpeek (Proprietary) Limited

Country: South Africa