

## Terms of Use

Welcome to our website. This website [www.cari.org.in](http://www.cari.org.in) (“**Website**”) is owned by **Coastal Aquaculture Research Institute Private Limited** a company incorporated under the Companies Act, 2013 with its registered office at Type II/17, Dr. V S I Estate, Rajiv Gandhi Salai, Thiruvananthapuram, Chennai-60004 operating under the brand name "**Aquaconnect**".

Your use of the Website, services and tools are governed by the following terms and conditions ("**Terms of Use**", "**Terms**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. By mere use of the Website, You are agreeing to comply with and be bound by the following Terms of Use.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who uses the Website. The term "We", "Us", "Our", "Company" shall mean Aquaconnect.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Terms are published in compliance of, and is governed by the provisions of Indian law (*as amended from time to time*), including:

- a) the Indian Contract Act, 1872;
- b) the (Indian) Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and
- c) The (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011.

It is not mandatory to register to visit or access the Website. However, access to certain features/ services is only available to registered users. When You use the Website, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Privacy Policy available at [https://aquaconnect.blue/privacy\\_policy.html](https://aquaconnect.blue/privacy_policy.html) as amended from time to time.

By using the Website, You represent and warrant that:

1. You are at least 18 years old;
2. You have the lawful authority and capacity to contract and be bound by these Terms;
3. If You are accepting these Terms on behalf of a company, limited liability partnership or other legal entity, You have the authority to bind such entity to these Terms and, in such event, "You" and "Your" as used in these Terms shall refer to such entity;
4. You will comply with all applicable laws and regulations.

### Access and Use

Aquaconnect grants You a limited, personal, non-exclusive, non-transferrable and non-sub licensable right to use the Website, subject to the Terms and the following representations and warranties:

1. You may only access the Website using authorized and lawful means;
2. Aquaconnect shall not be liable for any failure or default to provide access to the Website on account of any failure or delay by You to register with the Website for such access;
3. Any configuration or set up of the Devices for access to the Website shall be Your sole responsibility. “**Device**” means a device, usually electronic, that processes data according to a set of instructions, which may include workstations, personal computers, laptops, netbooks, personal digital assistants, tablets, and smartphones;
4. We collect, store, process and use Your information in accordance with Company’s Privacy Policy available at [https://aquaconnect.blue/privacy\\_policy.html](https://aquaconnect.blue/privacy_policy.html) . By using the Platform and/ or by providing Your Personal Information (*as defined in the Privacy Policy*), You consent to the collection and use of the information You disclose to Us, in accordance with the Privacy Policy;
5. You will not knowingly include or use any false or inaccurate information in the Personal Information;
6. You will not take any action that interferes with, degrades or adversely affects the Company and/or and/or the Website;
7. You will not use the Website in a manner (i) that is prohibited by any law or regulation, or facilitates the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; (iii) violate or tamper with the security of the Website;
8. You will not use the Website, or any portion thereof, to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libellous, obscene, illegal or deceptive content;
9. You will ensure that the Website is not used to upload, post, transmit, or otherwise make available any content that contains a virus or any other form of malicious code or data that is likely or intended to have an adverse impact on, or provide unauthorized access to, the Website or any other software, hardware, services or data;
10. You will not attempt to gain unauthorised access to any accounts, computer systems or networks connected to the Website, through hacking, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available to You;
11. You will not copy, modify, adapt, translate, or reverse engineer any portion of the Website, its content or materials and/or the services. You will not use the Website to develop, or to assist anyone in developing a competitive Website, service or for other competitive purposes;
12. You shall be solely responsible for (i) procuring and maintaining Your network connections and telecommunications links from Your systems to the Company’s data centres and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet;
13. You acknowledge that from time to time, Aquaconnect may apply Upgrades (*hereinafter defined*) to the Website, and that such Upgrades may result in changes the appearance and/or functionality of Website. You may be required to install certain Upgrades or updates to the software in order to continue to access or use the Website, or portions thereof. “**Upgrades**” means new versions of,

and updates to, Website whether for the purpose of fixing an error, bug or other issue in the Website or enhancing the functionality of Website.

All communications transmitted through the Website, including without limitation the Company's messaging Website and audio-video calls shall be monitored for quality assurance, training and other purposes. By accepting these Terms, You consent to any such monitoring.

**Geographic Limitation:** You may access the services or other features on the Website only in geographic locations where Aquaconnect offers the same on account of the applicable law or any order, rule imposed by a concerned statutory authority. Aquaconnect may use technologies to verify Your geographic location.

### **Links to other Sites**

The Website may contain links to other websites/Websites controlled by parties other than the Company. The Company is not responsible for and does not endorse the contents or use of these websites/Websites.

### **Feedback**

1. As a participant in the Website, You agree to use careful, prudent, and good judgment when leaving feedback for other users of the Website. In the event the feedback violates these Terms, is inappropriate or violates propriety or privacy of another user, the Company, in its sole discretion, may delete Your feedback or any of your postings; and/or report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Website.
2. Reporting inappropriate use of feedback: You may contact the Company regarding any inappropriate use of feedback via-email at [info@cari.org.in](mailto:info@cari.org.in)
3. The Company does not and cannot review every posting made on the Website. These Terms do not require the Company to monitor, police or remove any postings or other information submitted by You or any other user and the Company shall not be responsible for any ensuing liability.

### **Intellectual Property Rights:**

You hereby acknowledge that any and all intellectual property rights (including but not limited to all trademark, copyright, patent, service marks, etc.) and other proprietary rights in and in relation to the Website including without limitation any derivatives, improvements or modifications which ownership is directly attributable to the Company (expressly excluding any personal information, intellectual property which belongs to a third party) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Website or the services shall vest wholly completely and fully with the Company throughout the territory of the world and You shall have no right or claim to such intellectual property in any manner whatsoever.

### **Disclaimer of Warranties and Liabilities:**

- a. You understand and agree that the Company provides the Website on an 'as-is' 'with all faults' and 'as available' basis. You agree that use of the Website is at Your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for title and non-infringement are disclaimed and excluded.

- b. No representations, warranties or guarantees whatsoever are made by the Company as to the (1) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (2) that the features will be uninterrupted, timely, secure, or error-free; (3) the quality of any services, content, information, or other material on the Website will meet Your expectations or requirements; (4) any errors in the Website will be corrected; (5) warranties against infringement of any third party intellectual property or proprietary rights; or (6) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.
- c. The Company does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third party content, and disclaims all liabilities arising from or related to third party content.
- d. The Company does not warrant that any of the software used and or licensed in connection with the Website will be compatible with other third party software or devices nor does it warrant that operation of the Website and the associated software will not damage or disrupt other software or hardware.
- e. Notwithstanding anything contained elsewhere in these Terms, in no event shall the Company be liable to You or anyone claiming under You for any costs or loss incurred or suffered by You or anyone claiming under You, including but not limited to any special, exemplary, consequential, incidental, punitive or indirect damages on any theory of liability, whether in contract, tort (*including without limitation negligence*), strict liability or otherwise. In no event or circumstance will the Company be under any liability to make good any loss whether by way of any monetary payment or otherwise.
- f. The Company or anyone else involved in administering, distributing or providing the Website further explicitly disclaims any and all liability for any mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses computer viruses or other harmful, disabling computer code, computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with any computer and communications facilities or equipment ("**Harmful Code**") that may be transferred to Your Devices when accessing the Website. By way of clarification, Harmful Code shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that was intentionally written to self-replicate. You are advised to obtain and use appropriate anti-virus and security software and to take all other appropriate measures to safeguard the integrity of Your Devices.

### **Indemnification:**

By accepting these Terms and using the Website, You agree that You shall defend, indemnify and hold the Company, its directors, shareholders, officers and other representatives harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (1) Your access to the Website, (2) Your use of the services/features of the Website, or (3) Your violation or breach of these Terms or any applicable law or regulation; (4) Your violation of any rights of any third party including intellectual property or other right of any person or entity; or (5) any and all third-party claims based upon the content of any communications transmitted by You.

### **Termination**

These Terms will continue to apply until terminated by either You or Us as set forth below.

1. **Termination by You:** If You wish not to be bound by these Terms, You may terminate your relationship with Us by not accessing the Website.

2. **Termination by Us:** The Company may at its discretion and at any time with or without notice, terminate or suspend the Terms, with or without cause if: (i) You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You; (ii) Company is required to do so in accordance with law; or (iii) Company has elected to discontinue, with or without reason, access to the Website (*or any part thereof*) either in general or specifically to You.

The Company shall not be liable to You or any third party for any such termination.

**General:**

1. To the extent that anything in or associated with the Website is in conflict or inconsistent with these Terms, these Terms shall take precedence and prevail. Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under these Terms shall survive any discontinuance of the access or use of the Website.
2. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
3. Any notices to You from the Company regarding the Website or these Terms will be posted on this Website or sent by e-mail or regular mail.
4. Governing Law: These Terms shall be governed and construed under the laws of India and the courts of Chennai shall have exclusive jurisdiction.

**Aquaconnect Officer**

We encourage You to contact Us, the Aquaconnect Officer vide the below indicated contact details if You have any questions concerning our Terms or the Website.

Details of the Aquaconnect Officer:

1. Name: Karthivelan Selvaraj
2. Designation: Operating Officer
3. Email: Karthi@aquacconnect.blue