

# Terms of Use

Welcome to the ASC GIS data portal. This document lets the user of these Services (“You”) know what you get when you use our websites, and what We expect in return. The Services available through the ASC Data Portal, the GIS application, and their associated website, asc-aqua.org, (collectively referred to as the “Services”) are owned and operated by the Aquaculture Stewardship Council (“ASC”, “We”, “Our”, or “Us”). By using the Services, You agree to be bound by these Terms of Service and any future updates (collectively, the “Terms”).

## 1. USAGE

We provide You with access to these Services in order to promote better management of natural resources for the betterment of all people.

1. Please don’t misuse Our Services. You agree to use the Services and their contents only for lawful purposes and not to defame, harass or threaten any one or to make available any obscene, pornographic or offensive material. You may not use the Services in any manner that could damage or overburden the Services or interfere with any other party’s use of the Services.
2. Your use of the Services does not give You any ownership rights in the intellectual property in the Services or in its contents. Some of the software used to provide the Services may be made available separately under open source licenses.
3. We are constantly trying to improve Our Services. We may change the features and functions of the Services, over time. It is Your responsibility to ensure that Your use of the Services is compatible with the current version.

## 2. YOUR CONTENT

1. Most of Our Services are designed to help You share Your content. In using the GIS app, and its associated websites, data-asc-aqua.opendata.arcgis.com, and asc-aqua.org You may submit data, information, or other content to the Services (“Your Content”). You retain ownership of Your Content.
2. Except where expressly prohibited, You understand that We may use, display, or distribute Your Content even if You stop using the Services. For the sole purpose of enabling Your use of the Services, You grant Us a non-exclusive, worldwide, royalty-free, transferable right and license (with right to sublicense), to use, copy, display, distribute, modify, create derivative works, and store Your Content and to allow others to do so.

### **3. THIRD-PARTY CONTENT**

1. The Services incorporate content, data, and information from others, including You. While We may review any content, and remove it if We determine it violates the law or Our policies, We do not commit to review all content, and You should not rely on Us to do so.
2. Open data is important to Us and we make considerable effort to make many of the datasets available without restriction through the Services. Nonetheless, each dataset carries its own license and restrictions. You should review the dataset's metadata to understand these restrictions.
3. You must comply with the licenses of Our datasets. All content displayed on or accessible through the Services is protected by country specific copyright laws or their equivalents in other countries.

The materials on this website are provided on an "as is" basis, without warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. We specifically do not make any warranties or representations as to the appropriateness, quality, timeliness, accuracy or completeness of the materials.

While We cannot make any warranties that there are no errors on the data portal, we do endeavor, where appropriate, to correct errors that are drawn to our attention.

The use of the website is at a user's sole risk. By using the website or application, the user agrees to defend, indemnify and hold harmless ASC, its employees, information providers and content providers from and against any losses, damages, expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the use of the websites.

Neither ASC nor any of its employees, information providers or content providers accept any responsibility whatsoever for the appropriateness, quality, accuracy, timeliness and completeness of the materials.

Neither ASC nor any of its employees, information providers or content providers shall be liable to any user or anyone else for any inaccuracy, error, omission, interruption, timeliness, incompleteness, deletion, defect, failure of performance, computer virus, communication line failure, alteration or use of any content published on the website, regardless of cause, or for any damages resulting therefrom.

### **4. BOUNDARIES AND GEOGRAPHIC NAMES**

The depiction and use of boundaries, geographic names, and related data shown on maps and included in lists, tables, documents, and databases on the website are not warranted to be error free nor do they imply judgment on the legal status of any territory, or any endorsement or acceptance of such boundaries by ASC.

## 5. VIEWING

The website is best viewed with recent versions of Internet Explorer, Firefox, Safari and Chrome using 1152 x 720 pixels screen resolution and maximized browser window.

## 6. CONTACT

If you have any questions or concerns about these terms and conditions, please contact Us through [data@asc-aqua.org](mailto:data@asc-aqua.org)

## 7. NOTIFICATION OF CHANGES

ASC reserves the right to change these terms and conditions at any time, without notice.

## 8. DISCLAIMERS AND LIMITATIONS

1. You agree that your use of the services and its content is at your sole risk. The services and content are provided on an “as is” basis and without warranties or representations of any kind, either express or implied. to the fullest extent permitted by law, we disclaim all warranties, statutory, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Actual conditions may differ from maps and information provided by the services. We do not warrant that the content or services will be error free, accurate or without interruption.
2. When using the services, you may be exposed to user submissions and other third party content (“non-ASC content”), and some of this content may be inaccurate, offensive, indecent, or otherwise objectionable. We do not endorse any non-ASC content. Under no circumstances will ASC be liable for or in connection with the non-ASC content, including for any inaccuracies, errors, or omissions in any non-ASC content, any intellectual property infringement with regard to any non-ASC content, or for any loss or damage of any kind incurred as a result of the use of any non-ASC content.
3. Under no circumstances will we be liable for any special, indirect, incidental, consequential, or exemplary damages (including without limitation, loss of profits, data, or use or cost of cover) resulting from your use or the inability to use the services or their contents, even if we were aware of the possibility of such damages. in no event will we have any liability to you for all claims or damages for any reason. Certain jurisdictions do not allow exclusions or limitations on implied warranties or limitations on liability, and therefore some or all of the disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

## 1. DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) COMPLIANCE

If You are a copyright owner or an agent thereof, and believe that any content on the Services infringes Your copyrights, You may send a notice in writing to Aquaculture Stewardship Council mail: [data@asc-aqua.org](mailto:data@asc-aqua.org) with the following information:

1. Your signature as a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the exact location on the Services of copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works as located on the Services;
3. The address, telephone number, and e-mail address of the complaining party;
4. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
5. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.