

# Thank you for using FisherwomenConnect! Your Privacy is important to us

## Terms of Use

### 1. Introduction and Purpose

- 1.1. The FisherwomenConnect Mobile Application (the “Application”) is an Android-based application designed to provide easy access to relevant information related to fisherwomen in postharvest fisheries such as comprehensive learning modules on hygienic handling of fish products, value addition and fish safety methods. It also gives real-time weather updates, disaster alerts and market trends for informed decision making. The development, promotion, and scaling up of this application is being executed by M S Swaminathan Research Foundation with the award grant of the WomenConnect Challenge India programme jointly executed by Reliance Foundation and USAID. Indian National Centre for Ocean Information Services (INCOIS) serves as a Knowledge Partner and provides crucial scientific ocean state information to the fisherwomen through FisherwomenConnect. The benevolent schemes and entitlements are provided by the respective State Fisheries Departments of Tamil Nadu.
- 1.2. The use of this Application is governed by the following terms and conditions (the “Terms of Use”). Please read the Terms of Use carefully before using the Application.
- 1.3. This application is allowed to be downloaded free of cost for all interested users and no person shall charge a fee for this.
- 1.4. Your continued use of the Application constitutes your agreement to these Terms of Use. If you do not agree to these Terms of Use, please do not use or access the Application.

### 2. General

- 2.1. The term “user” or “you” shall mean any person who accesses the Application.
- 2.2. By accepting these Terms of Use, you acknowledge your comprehension of the terms governing the use of this application, your ability to enter into a legally binding contract under relevant laws, and, where users are minors under applicable laws, the consent and discretion of parents or legal guardians have been obtained prior to such acceptance.
- 2.3. We reserve the right to amend these Terms of Use from time to time. We will notify you of such changes by posting the revised version of the Terms of Use on the Application. Your use of the Application following changes to these Terms of Use will indicate your acceptance of such amendments.

### 3. Usage of Application

- 3.1. You may use the Application for informational purposes related to postharvest fisheries and services provided through the Application.
- 3.2. When using the Application, you agree not to:
  - 3.2.1. Violate any applicable laws, regulations, or third-party rights.

- 3.2.2. Engage in any activity that may interfere with or disrupt the Application's functionality.
- 3.2.3. Use any automated means, such as robots or data mining, to collect or extract data from the Application.
- 3.2.4. Transmit any viruses, malware, or other harmful code.
- 3.2.5. Modify, obscure, or delete any copyright or other proprietary notices on the Application or the content therein.
- 3.2.6. Copy, reproduce, publish, transmit, distribute, display, modify, create derivative works, or exploit the Application or the content therein.
- 3.2.7. Impersonate any person or entity or falsely claim an affiliation with MSSRF or its partners.

#### **4. Intellectual Property Rights**

- 4.1. All trademarks, service marks, trade names, copyrights, patents, and other proprietary rights on this Application and the content therein are proprietary to MSSRF unless otherwise stated. No use of these may be made for any purpose without the prior written authorization of MSSRF.

#### **5. Third-Party Links**

- 5.1 The App may include links to other websites/applications or may display advertisements from third parties and other content that links to third-party websites. Such websites/applications are governed by their respective privacy policies, which are out of the App's control. Use of any information you provide while using a third-party website or application through the App, is governed by the privacy policy of the operator of the website/application/operator you are using/ visiting. That policy may differ from that of the App. If you can't find the privacy policy of any of such websites /applications via a link from the website's homepage, you should contact the relevant website /application operator directly for more information.
- 5.2 Please note that your mobile service provider, mobile operating system provider, third-party applications including the applications pre-loaded on your smartphones powered by Android platform or customized Android ROM ("Device"), social media platforms and websites that you access, third-party operators may also collect, use and share information about you and your usage. We cannot control how these third parties collect, use, share or secure this information. For information about third-party privacy practices, please consult their respective privacy policies.

#### **6. Warranties**

- 6.1. The Application is provided on an "as is" and "as available" basis. MSSRF makes no representations or warranties of any kind, express or implied, as to the operation of the Application or the information, content, materials, or products included in the Application.
- 6.2. MSSRF does not warrant the Application being uninterrupted or error-free.

## **7. Exclusion of Consequential and Related Damages**

- 7.1. In no event shall MSSRF have any liability to you for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any direct, compensatory, indirect, special, incidental, punitive, or consequential damages, however, caused, and whether in contract, tort or under any other theory of liability, whether or not MSSRF has been advised of the possibility of such damages.

## **8. Notice for Copyright Infringement**

- 8.1. If you believe that any content on the Application infringes your copyright, please notify us by providing the following information:
- 8.1.1. A description of the copyrighted work you claim has been infringed.
  - 8.1.2. A description of where the material you claim infringes is located on the Application.
  - 8.1.3. Your address, telephone number, and email address.
  - 8.1.4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
  - 8.1.5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **9. General Provisions**

- 9.1. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- 9.2. These Terms of Use shall be governed by and construed in accordance with the laws of India, and any disputes arising under these Terms of Use shall be subject to the exclusive jurisdiction of the courts in Chennai, Tamil Nadu, India.

## **Contact Us**

If you have any questions or suggestions about these Terms of Use, please contact us at the email provided in the Privacy Policy.

## **Privacy Policy**

### **1. Introduction**

This Privacy Policy outlines how your personally identifiable information and other data will be collected, used, and shared in connection with your access to and/or use of the FisherwomenConnect Mobile Application (the "Application"). The Policy is designed to ensure compliance with applicable data protection laws and regulations, including but not limited to the Information Technology Act, 2000, and the Digital Personal Data Protection Act, of 2023. Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it.

### **2. Details of Information Collected**

- 2.1 The App seeks your personal information either to (i) validate and process your request for the services of the App or information; (ii) to improve the quality of the App; (iii) to

assist you in determining which services best meet your needs; or (iv) to facilitate our internal business operations, including the fulfillment of any legal and regulatory requirements; or (v) to provide you with recommendation about services you may be interested in, based on your use of the App; or (vi) to provide you with marketing communications and advertising that the App believe may be of interest of you.

- 2.2 In this policy, personal information shall be deemed to mean any information that can be used to identify you and may include details such as your name, age, gender, contact information, products and services you are interested in or require more information about. Insofar as sensitive personal information is concerned, it will carry the meaning as may be defined by applicable laws from time to time.

### **3. Purpose**

The Application was created by M S Swaminathan Research Foundation to provide easy access to relevant information related to fisherwomen on postharvest fisheries. The legal basis for collecting and processing your Information is to meet our legitimate interests. The data collected will be analyzed by MSSRF and/or its trusted partners to provide and improve the service.

### **4. Scope of Policy**

This Privacy Policy applies only to individuals who have provided us with any Information to use the Application. To request the removal of your Personal Information from the Application, please contact us as provided below.

### **5. Information Collection modes and use**

- 5.1 For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information during registration, including but not limited to Name, Age, Phone no, occupation, email ID, State, District, Current Lat, and Long position. The information that we request will be retained and used by us for the purposes described in this privacy policy.
- 5.2 The Personal Information that is gathered will be used for providing and improving the Service. We will not use or share your information with anyone except for the purposes as described in this Privacy Policy.
- 5.3 We want to inform you that whenever you use our Service, in the case of an error in the app we collect data and information (through third-party products) on your phone called Log Data. This Log Data may include information such as your device, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

### **6. Disclosure of Information**

- a. We may disclose Personal Information that we collect, or you provide as described below in this policy:
- i. To our employees, representatives, contractors, and external legal counsel on a need-to-know basis.
  - ii. To our service providers, who provide services for us including but not limited to sending emails on our behalf, providing analytics services, and helping us provide services as requested by users. Our service providers are bound by law or contract

to protect Personal Information and are only allowed to use Personal Information in accordance with the terms of our service agreements with them. We do not share, sell, rent, or trade Personal Information with third parties for their promotional purposes.

- iii. We may disclose your Personal Information if required to do so by law to comply with a subpoena or in the good faith belief that such action is necessary to conform to the edicts of the law, protect your safety or the safety of others, investigate fraud, or comply with a judicial proceeding, court order, or legal process served on us or to protect and defend the rights or property of MSSRF.

## **7. Data Security**

We value your trust in providing us with your Personal Information, thus we are striving to use commercially acceptable means of protecting it.

## **8. Data Retention**

We shall retain the Personal Information collected from you for such a period as may be required to fulfil the purpose for which such Personal Information was collected. We shall delete, pseudonymize, de-identify, or anonymize the Personal Information as soon as the purpose of processing has been fulfilled or such action is required under law.

## **9. Children's Privacy**

9.1 We assume that if you are providing Information on this Application, you are of legal contracting age as per the applicable law in your jurisdiction.

9.2 Please do not submit any Personal Information if you are below the legal contracting age. We do not knowingly collect, nor do we wish to collect, any personally identifiable information or other information from individuals who are below the legal contracting age. If we become aware that we have inadvertently collected Personal Information from a user who is below the legal contracting age, we will promptly delete such information from our database. We encourage you to discuss this policy with your parents or guardian.

9.3 For users in India, a child is defined as a person who has not completed 18 years of age in compliance with the Information Technology Act and associated rules, as well as the Digital Personal Data Protection Act, of 2023.

## **10 Cookies**

The Application may use cookies to enhance the user experience. Cookies are small data files that are placed on your device to store information. You can choose to disable cookies through your device settings, but this may affect the functionality of the Application.

## **11 Disclaimer:**

The Reliance Foundation ("RF") and the United States Agency for International Development ("USAID") assume no responsibility for the content, functionality, or operation of this application. The inclusion of RF and USAID logos does not constitute endorsement or approval of the application's content, services, or products.

This application is independently developed and managed by MSSRF. The opinions and information presented herein are those of MSSRF and do not reflect the official policies or

views of RF or USAID. RF and USAID disclaim all liability for any loss or damage arising from the use of or reliance on this application.

### **12 Changes to This Privacy Policy**

We may update our Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Policy on this page. These changes are effective immediately after they are posted on this page.

### **Contact Us**

If you have any questions or suggestions about our Terms of Use and Privacy Policy, do not hesitate to contact us through this email id: [fisherwomenconnect@mssrf.res.in](mailto:fisherwomenconnect@mssrf.res.in)