

Terms of Use

Please read these Terms of Use carefully as they contain important information about your rights and obligations when using the Ocean Observatory E-platform as well as when contributing data that could be distributed on the E-platform.

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1. Introduction

1.1 The Department for Continental Shelf, Maritime Zones Administration & Exploration (hereafter “CSMZAE”) operates under the aegis of the Prime Minister’s Office – Rodrigues, Outer Islands and Territorial Integrity Division. Its mission is primarily to ensure the effective management of the maritime zones of the Republic of Mauritius and to delineate and establish its maritime zones in accordance with international laws and conventions.

1.2 CSMZAE has been mandated to elaborate the Marine Spatial Plan for the Exclusive Economic Zone (EEZ) of the Republic of Mauritius in view of the increasing demand for marine space in the EEZ for various purposes, particularly, fisheries and aquaculture, tourism and leisure.

2. Purpose

2.1 The Ocean Observatory E-platform (hereafter “E-platform”) may be accessed at <http://gococeanobservatory.govmu.org>. The objective of the E-platform is to centralise data pertaining to the maritime zones of the Republic of Mauritius in order to facilitate data discovery and data sharing between researchers, partners and users involved in management, policy and planning. Each dataset in the E-platform can be shared publicly or restricted to allow access to only specific users. The E-platform also allows for creation of metadata, dataset overlays and map visualizations.

2.2 Communication tools on the E-platform enable users and data providers to interact among themselves and thereby facilitate the access and usability of data. User profiles and the contact information of data providers can be viewed by all users of the E-platform.

2.3 The E-platform also serves as a platform to provide access to cruise reports and data collected during research cruises that have been approved under the Maritime Zones (Conduct of Marine Scientific Research) Regulations 2017. The E-platform thereby ensures the dissemination and flow of scientific data and information resulting from marine scientific research as stipulated under Article 244 of the United Nations Convention on the Law of the Sea (UNCLOS).

3. Agreement

3.1 By using the E-platform, you acknowledge and agree that these Terms of Use and other terms that may be provided in the metadata accompanying the datasets on the E-platform, shall apply, including in connection with the processing of any personal data you may make available in relation to the E-platform. If you do not agree to these Terms of Use, you must not access or otherwise use the E-platform.

3.2 If you wish to terminate this agreement, you can do so at any time by notifying us in writing (through email: oceanobservatory@govmu.org) that you want to close your account and no longer accessing or using the E-platform.

3.3 Please take into consideration that these Terms of Use are subject to change without notice and CSMZAE does not incur any liability towards any user of the E-platform.

3.4 All visits to the E-platform are monitored, notably for statistical purposes. Any user who misuses the E-platform or uses it for unlawful purposes may be blocked from accessing the E-platform without any prior notice.

3.5 You expressly agree that your use or inability to use the E-platform is at your own risk and CSMZAE shall not incur any liability towards you, be it direct or indirect, incidental or consequential loss relating to your use of the E-platform.

4. Liability

4.1 The information presented on this E-platform has been prepared in accordance with reasonable standards of scientific endeavour and is provided for general information only. Users are expected to exercise due diligence when using this E-platform

4.2 Data providers are responsible for their respective information supplied for the E-platform. The data is provided on the E-platform with additional supporting metadata that generally describes its source, how it was compiled, its quality and limitations and you are bound to abide by any stipulations contained therein. Under no circumstances will the data providers have any liability arising from use of the information they provided.

4.3 CSMZAE and the data providers shall not be responsible for any action, cost, loss or liability whatsoever arising from the reliance on or use of this E-platform or any technical data, materials or documents provided.

4.4 Use of information (the dataset and resultant products) provided on the E-platform does not constitute endorsement by CSMZAE and the data providers of any derived reports, analyses, products or material expressed in any form.

4.5 CSMZAE and the data providers cannot accept any responsibility for any loss, disruption or damage to any of your data or computer that may occur while accessing and using material from this E-platform.

4.6 Maps and images on the E-platform are not intended for navigation.

5. Intellectual Property Rights

5.1 Using materials or registering on this E-platform does not give you any intellectual property rights in the content you access.

6. Copyright Infringement

6.1 CSMZAE shall not be responsible for any copyright infringement of any user. Each user shall be responsible for his/her account.

7. Links to other websites

7.1 Links to other websites that have been included on this E-platform are provided for your convenience only and do not constitute endorsement or approval of material on those sites, or any associated organisation, product, service. CSMZAE is not responsible for the contents, reliability, privacy policies or practices of any linked websites and does not necessarily endorse the views expressed within them. CSMZAE cannot guarantee the availability of such links at all times.

7.2 Contents displayed that are from other platforms are the sole responsibility of the entity that makes them. CSMZAE does not review every content and does not assume any liability for the contents thereof.

8. Use and Redistribution

8.1 You shall not access or use (or allow access or use of) the E-platform in any unauthorised manner. This includes but is not limited to: obtaining or any attempt to obtain unauthorised access to any of the dataset or accounts or to information about other users; and any interference with or disruption to the E-platform. Your account may be terminated or suspended and/or you may be denied access to the E-platform without prior notice in case of violation of those terms.

8.2 You are responsible for the password, confidentiality and any activity that happens on /through your account.

8.3 You shall not publish the data in their original format, either whole or in part, on a website, FTP site, CD, memory stick or any other media unless:

1. where required, you obtain explicit approval from the source provided in the metadata; and
2. all relevant citation details are provided as per the citation details in the metadata.

8.4 You shall provide full and appropriate acknowledgement and citation in any materials or publications derived in part or in whole from the data on the E-platform.

8.5 For record-keeping, kindly inform CSMZAE on oceanobservatory@govmu.org if information provided on the E-platform is used for a publication or product.

9. Registration and Privacy Policy

9.1 By signing up you consent to the collection, use and disclosure of your personal data to any user of the E-platform in accordance with this Registration and Privacy Policy. If you do not agree to the Registration and Privacy Policy, you must not access or otherwise use the E-platform.

9.2 You may access part of the data set and functionalities of the E-platform without signing up. Some of the data set and functionalities are however only accessible if you sign up.

9.3 Type of personal data collected

1. Your email address is obtained when you register on the E-platform.
2. A profile page is available to provide additional personal data: first name, last name, organization name, profile (a brief on yourself), position name, voice (telephone) and facsimile numbers, delivery point (physical and email address at which you or your organization may be contacted), city, administrative area, postal code, country, keywords, language and timezone. You are responsible for providing accurate personal information and correcting or updating it accordingly. User profiles and communication tools on the E-platform allow users and data providers to interact among themselves and thereby facilitate the access and usability of data.
3. Your use of the E-platform service may be monitored by recording how many times you access it, at what time you use it and how long you have been using the E-platform. This information helps for statistical purposes and to improve the service.

9.4 How your personal data is being used

1. Your personal data shall be used in accordance with the Data Protection Act 2017.
2. Your personal data may be used for the following purposes:
 - (a) to enable you to connect to and access data and tools that have been made available on the E-platform;
 - (b) to help identify you while using the E-platform;
 - (c) to notify you of any changes which may affect you;
 - (d) to enable you to interact with users of the E-platform and data providers. Your profile is fully visible to users of the E-platform;
 - (e) security assessment;
 - (f) fraud prevention and detection;
 - (g) statistical analysis;
 - (h) to improve the E-platform;

- (i) to request feedback from you; and
 - (j) to respond to your emails, submissions, questions, comments, requests and complaints.
- 3. The information you provide on your E-platform profile shall be stored until you request the deletion of your account by sending an email to oceanobservatory@govmu.org.
- 4. Personal details may be verified/used to avoid fraud/misuse of the E-platform. Personal information will be used for legal purposes and law processes if necessary. This may also include sharing of these information in countries outside the country of residence.
- 5. CSMZAE may decline to process requests that are vexatious/frivolous or that may jeopardise the privacy of others. CSMZAE may also decline access requests or deletion requests which it believes would undermine its legitimate use of data for anti-fraud and security purposes.

9.5 Options to opt out

9.5.1 You may be contacted for feedback to evaluate and/or develop the service. If you would prefer not to be contacted for feedback, then you can opt out at any time, please state your request in an email to oceanobservatory@govmu.org.

9.6 Safeguarding your personal information

- 1. Appropriate security and organisational measures have been taken to protect the personal information you provide on your E-platform profile. Your personal data are kept on a secure server and staff administering the E-platform are aware that they must respect the confidentiality of your personal data.
- 2. You shall be responsible for the security and proper use of all username, passwords or other security devices used in connection with the E-platform, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity.

9.7 Information about other individuals

9.7.1 You shall not register any false, fraudulent or unauthorised account on the E-platform. CSMZAE shall not be liable if you disclose someone else's personal information when you register on the E-platform.

9.8 Access to personal data / Your Rights

9.8.1 Information you share on your profile may be seen by other users of the E-platform. CSMZAE shall not be responsible for how other users may use the information you provide. Your rights as a data subject are protected and may be exercised in compliance with the Data Protection Act 2017.

1. You have the right to access your personal information through your E-platform profile page.
2. You have the right to erase or correct any inaccuracies in your personal data.
3. You also have the right to ask for the processing of your personal information to be restricted or stopped.
4. You have the right not to be subject to a purely automated decision without having your views taken into consideration.
5. It is your right to withdraw your consent and lodge a complaint with the Data Protection Office should you consider that the data processing is in violation of the Data Protection Act 2017.
6. If you require assistance to exercise these rights, you should:
 - (a) put your request in writing (please refer to section 'Contact'); and
 - (b) provide enough information to identify you.
7. Your request will be answered within one month, but if your request is too complex or there are too many other requests you will be informed that this period may be extended by a further month.

9.9 Disclosure of personal data

9.9.1 All information you share on your profile may be seen by registered users of the E-platform. Non-registered users of the E-platform may see parts of your profile (username, name, position, organization and keywords), your activity feed and any content that you have allowed to be viewed publicly after it was uploaded.

9.9.2 Your personal data may be disclosed where it constitutes a necessary and proportionate measure in a democratic society for:

1. the protection of national security, defence or public security; or
2. the prevention, investigation, detection or prosecution of an offence, including the execution of a penalty; or
3. an objective of general public interest, including an economic or financial interest of the State; or
4. the protection of judicial independence and judicial proceedings; or
5. the protection of an individual or the rights and freedoms of others.

9.9.3 CSMZAE may cooperate or contract with local and international third parties to perform functions and provide services regarding the E-platform. These may include without limitation hosting, maintenance and updates, error monitoring, debugging, performance monitoring and database management. In some cases, those third parties may require access to some or all of your personal data for proper supply of service. By signing up, you give your explicit consent to the disclosure of your personal data for the purposes mentioned in this paragraph.

10. Data providers

10.1 This section (**Data Providers**) is only applicable to you if you provide data and associated metadata for the Ocean Observatory E-platform. All data needs to be provided with associated metadata by using the appropriate metadata template provided on the E-platform.

10.2 You are solely responsible for all data and associated metadata, including their accuracy, integrity and security, uploaded, entered or otherwise transmitted by you in connection with the E-platform.

10.3 When providing data and associated metadata, you agree to accurately provide your first name, last name, email address, organisation name, physical address and phone number (“contact information”) and you agree that your contact information shall be visible to all E-platform users including those who wish to contact you regarding your data and associated metadata.

10.4 CSMZAE has no obligation to monitor any data and associated metadata. CSMZAE shall not be responsible for how users of the E-platform may use the information you provide and shall have no liability to you or any other person or entity with respect thereto, including, without limitation, liability with respect to any information (including your contact information) contained in or apparent from any data and associated metadata.

10.5 You shall provide data and metadata that you own or have a valid and enforceable licence to use, and shall not provide data and associated metadata that infringes, misappropriates or violates applicable laws, rules, regulations or rights (including, without limitation, any copyrights or other intellectual property rights).

10.6 CSMZAE is not responsible for the loss, corruption or other changes to the data and associated metadata you provide. Without limiting the foregoing, any feature(s) of the E-platform that may permit you to temporarily save or otherwise store data and associated metadata is offered for your convenience only and CSMZAE does not guarantee that the data and associated metadata will be retrievable. You are solely responsible for saving, storing and otherwise maintaining data and associated metadata including by maintaining backup copies of your data and associated metadata on appropriate independent systems that do not rely on the E-platform.

10.7 CSMZAE is not obligated to publish any information or content on the E-platform and can remove it in its sole discretion, with or without notice. CSMZAE reserves the right to request the provision of metadata and contact details prior to publishing data. The publication of your data and associated metadata on the E-platform does not constitute endorsement by CSMZAE.

11. Applicable Law

11.1 Use of this E-platform is governed by the laws of the Republic of Mauritius and any legal action with regard to the use of this E-platform shall be brought solely and exclusively before the courts of the Republic of Mauritius.

12. Contact / Feedback

12.1 Your feedback and questions are welcome. For any query or any inaccuracy you may notice or problem you may face when using the Ocean Observatory E-platform, please send us an email at oceanobservatory@govmu.org.