



Terms of Use

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Introduction

Welcome to the RISE (Roadmap for Improving Seafood Ethics) ("Site"). Please read the following FishWise ("FishWise") Terms of Use ("Terms of Use") carefully before using the Site. FishWise is a 501(c)3 non-profit that promotes the health and recovery of ocean ecosystems by providing innovative market-based tools to the seafood industry by supporting sustainability through environmentally and socially responsible business practices. By accessing the Site, you agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, you may not use the Site. We recommend that you keep a printed copy of these Terms of Use for future reference. The FishWise Privacy Policy <https://fishwise-surveys.org/FishWise_Privacy.pdf> is incorporated by reference into these Terms of Use.

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We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools, "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.



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Errors and Inaccuracies

We always strive to provide complete, accurate, up-to-date information on our Site. Unfortunately, despite those efforts, human or technological errors may occur. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions.

Force Majeure

In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate these Terms of Use.

Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include, but are not limited to, strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the Site. In the case of a force majeure event, you are responsible for filing claims with the proper entities.

Disclaimer of Liability

We make no representations or warranties of any kind, whether express or implied, with respect to this Site, its content or the information available on or through it; they are provided "as is," with all faults.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL FISHWISE OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON



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We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing of the Site, or your downloading or uploading of any materials, data, text, images, video, or audio from or to the Site. If you are dissatisfied with the Site, your sole remedy is to discontinue using the Site. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to defend, indemnify, and hold harmless FishWise, our subsidiaries, affiliates and vendors, and each of their affiliates and related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with your use of the Site including, but not limited to, (i) your violation of these Terms of Use, (ii) any use of the Site or provided information outside of their intended use, (iii) any harm caused to a third party, or (iv) any activity related to your or use of the Site.

Security

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences and prosecute any user(s) who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- Accessing data not intended for you or logging on to a server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Site, our provision of services to any other visitors to the Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site; and
- Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission to the Web Site.

Geographical Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site or the services provided through this Site are appropriate or available for use in



locations outside the United States of America or where our current users are located. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Mediation

Mediation is a process under which parties submit their dispute to an impartial, neutral mediator who will work to achieve with the parties a mutually acceptable resolution of the dispute. The mediator is not empowered to impose a solution on the parties. The parties agree to first pursue in good faith the mediation of any dispute arising out of the subject matter of this agreement before resorting to arbitration or any other legal remedy. Mediation fees, if any, shall be divided equally among the parties involved.

Arbitration

Any controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by arbitration, in accordance with the laws of the State of California, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Any award concurred in by a majority of the arbitrators or rendered by the sole arbitrator (as the case may be) shall be binding and conclusive on the parties; and a judgment thereon may be entered in the highest court of the forum having jurisdiction thereof.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and FishWise in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND FISHWISE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Governing Law and Jurisdiction

These Terms of Use, the Privacy Policy and any separate agreements whereby we provide you services shall be governed by the laws of the State of California. The parties agree exclusive jurisdiction shall be in Santa Cruz County, California for any and all issues arising out



of the Terms of Use or any related documents or transactions.

Miscellaneous

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