# IBCA WEBSITE TERMS OF USE AND PRIVACY POLICY

Copyright
Terms of Use
Privacy Policy

These are the Copyright, Terms of Use and Privacy Policy under which you may use the International Big Cat Alliance ("IBCA") Website. Please read this carefully. If you do not accept the Copyright, Terms of Use and Privacy Policy stated herein, do not use the website. By using the website, you are indicating your acceptance to be bound by these Copyright, Terms of Use and Privacy Policy.

The IBCA Website as well as its contents are the property of the Secretariat of the International Big Cat Alliance and the information presented is protected under international and national laws on copyright. Any other use, copying or reproduction in any way requires the prior written authorization of the IBCA Secretariat. Requests for permission should be sent to the Communications and Outreach team, at <a href="mailto:secretariat@ibca.world">secretariat@ibca.world</a>.

The IBCA website provides/ may provide various services and projects to improve User experience. These services and projects are subject to change in accordance with these Terms of Use.

All official texts, data and documents, including all forms of webcast transmissions, that are in the public domain may be freely downloaded, copied and printed, provided no change to the content is introduced, and the source is duly acknowledged.

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The information in the various pages of the International Big Cat Alliance ("IBCA") website is published by the IBCA for general information. The information presented and published is protected under international and national laws on copyright. Extracts of the information in the Website may be reviewed or reproduced for research or private study but not for sale or for use in conjunction with commercial purposes and any such use of information available on the Website should be accompanied by an acknowledgment of IBCA as the source, citing the uniform resource locator (URL) of the article. Reproduction or translation of any portion of the content available on the IBCA Website, or any use, requires explicit, prior authorization in writing. Applications and enquiries should be addressed to <a href="mailto:secretariat@ibca.world">secretariat@ibca.world</a>.

The designations employed and the presentation of the information on the Website do not imply the expression of any opinion whatsoever on the part of the IBCA concerning the legal status of any country, territory, city or area or its authorities or concerning the delimitation of its frontiers or boundaries.

The mention of specific entities or individuals does not imply that they are endorsed or recommended by the IBCA in preference to others of a similar nature that are not mentioned.

The IBCA does not warrant that the information contained on the Website is complete and correct and shall not be liable whatsoever for any damages incurred as a result of its use.

The use of this website constitutes agreement with the following terms and conditions:

- a) The International Big Cat Alliance maintains the website (the "Site") as a courtesy to those who may choose to access the website ("Users"). The information presented and published therein is for informative purposes only. The IBCA grants permission to Users to visit the Site and to download and copy the information, documents, photographs and materials (collectively, "Content") from the Site for the User's personal, non-commercial, and limited to research/educational use, without any right to resell or publish or redistribute them or to compile or create derivative works therefrom, subject to the terms and conditions outlined and also subject to more specific restrictions that may apply to specific Content I within the Site.
- b) The IBCA administers the Site. All the Content that appears on the Site is subject to the present Terms and Conditions.
- C) Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Content on the Site are those of the various IBCA staff members, consultants and advisers to the IBCA Secretariat who prepared the work and do not necessarily represent the views of the IBCA or its Member States.

#### **Disclaimers**

Content provided on the Site are provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. The IBCA specifically does not make any warranties or representations as to the accuracy or completeness of any such Content. The IBCA periodically adds, changes, improves or updates the Content on the Site without notice. Under no circumstances shall the IBCA be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Site, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Site is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the IBCA or its affiliates be liable for any direct, incidental, special or consequential damages, even if the IBCA has been advised of the possibility of such damages.

The User specifically acknowledges and agrees that the IBCA is not liable for any conduct of any User.

The Site may contain advice, opinions and statements of various information providers. The IBCA does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User of the Site or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall also be at the User's own risk. Neither the IBCA nor its affiliates, nor any of their respective agents, employees, information providers or content providers, shall be liable to any User or anyone

else for any inaccuracy, error, omission, interruption, deletion, defect, alteration of or use of any content herein, or for its timeliness or completeness, nor shall they be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting therefrom.

As a condition of use of the Site, the User agrees to indemnify the IBCA and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of the User's use of the Site, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms and Conditions. If the User is dissatisfied with any Content on the Site with any of its Terms and Conditions of Use, the User's sole and exclusive remedy is to discontinue using the Site.

The Site may contain links and references to third-party websites. The linked sites are not under the control of the IBCA, and the IBCA is not responsible for the content of any linked site, or any link contained in a linked site. The IBCA provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by the IBCA.

If the Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), the User agrees to use the Forums only to send and receive messages and materials that are proper and related to the particular Forum. By way of example and not as a limitation or exhaustion, the User agrees that when using a Forum, he or she shall not do any of the following:

- a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- b) Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- C) Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents thereof as may be required by law;
- Upload or attach files that contain viruses, corrupted files or any other similar software, malware or programs that may damage the
  operation of another's computer;
- e) Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- f) Falsify the origin or source of software or other material contained in a file that is uploaded;
- g) Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.

The User acknowledges that all Forums and discussion groups are public and not private communications. Further, the User acknowledges that chats, postings, conferences, e-mails and other communications by other Users are not endorsed by the IBCA, and that such communications shall not be considered to have been reviewed, screened or approved by the IBCA. The IBCA reserves the right to remove, for any reason and without notice, any content of the Forums received from Users, including, without limitation, e-mail and bulletin board postings.

The boundaries and names shown and the designations used on the maps on the Site do not imply official endorsement or acceptance by the IBCA.

## Terms of Use

## A. General

- 1. Use of this website constitutes agreement with the Terms of Use contained herein.
- 2. The IBCA Secretariat ("IBCA") maintains the website (the "Site") as a courtesy to those who may choose to access the Site ("Users"). The information presented herein is for informative purposes only. The IBCA grants permission to Users to visit the Site and to download and copy the information, documents, photographs and materials (collectively, "Content") from the Site for the User's personal, non-commercial use, without any right to resell or redistribute them or to compile or create derivative works therefrom, subject to the terms and conditions outlined herein, and also subject to more specific restrictions that may apply to specific Content within the Site.
- 3. The Site and App are not intended for children and IBCA does not knowingly collect personal information relating to children. In line with the United Nations Convention on the Rights of the Child (UNCRC), IBCA recognises that all children, (meaning children under the age of 18 years), have a right to protection and freedom from abuse, including exploitation, regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity.
- 4. The IBCA administers the Site. All the Content on the Site by all Users, whether registered or otherwise, are subject to the present Terms of Use.
- 5. Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Content on the Site are those of the various IBCA staff members, consultants and advisers to the IBCA who prepared the work and do not necessarily represent the views of the IBCA, its subsidiary organs or its affiliates (including partner organizations) or its Members.
- 6. The IBCA reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any Content in any respect. The IBCA shall have no obligation to take the needs of any User into consideration in connection therewith.
- 7. The IBCA reserves the right to deny in its sole discretion any User access to the Site or any portion thereof without notice.

8. No waiver by the IBCA of any provision of these Terms of Use shall be binding except as set forth in writing and signed by the IBCA Secretariat

#### **B.** Disclaimer

- 9. As a condition of use of the Site, the User agrees to indemnify the IBCA, its subsidiary organs, Members and affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of the User's use of the Site, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms of Use. If the User is dissatisfied with any Content on the Site or with any of its Terms of Use, the User's sole and exclusive remedy is to discontinue using the Site.
- 10. Content uploaded by the IBCA on the Site may contain inaccuracies or typographical errors. Content provided on the Site are provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. The IBCA specifically does not make any warranties or representations as to the accuracy or completeness of any such Content. The IBCA periodically adds, changes, improves or updates the Content on the Site without notice. Under no circumstances shall the IBCA or its affiliates be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Site, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Site is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the IBCA or its affiliates be liable for any direct, incidental, special or consequential damages, even if the IBCA has been advised of the possibility of such damages.
- 11. The User specifically acknowledges and agrees that the IBCA is not liable for any conduct of any User.
- 12. The Site may contain advice, opinions and statements of various information providers. The IBCA does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User of the Site or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall also be at the User's own risk. Neither the IBCA, its subsidiary organs, nor its members or its affiliates, nor any of their respective agents, employees, information providers or content providers, shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, deletion, defect, alteration of or use of any Content herein, or for its timelines or completeness, nor shall they be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting therefrom.
- 13. The Site may contain links and references to third-party web sites. The linked sites are not under the control of the IBCA, and the IBCA is not responsible for the content of any linked site, or any link contained in a linked site. The IBCA provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by the IBCA. If the Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), the User agrees to use the Forums only to send and receive messages and materials that are proper and related to the particular Forum. By way of example and not as a limitation, the User agrees that when using a Forum, he or she shall not do any of the following:
- i. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- ii. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- iii. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law;
- iV. Upload or attach files that contain viruses, corrupted files or any other similar software, malware or programs that may damage the operation of another's computer;
- V. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- VI. Falsify the origin or source of software or other material contained in a file that is uploaded;
- VII. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.
- 14. The User acknowledges that all Forums and discussion groups are public and not private communications. Further, the User acknowledges that chats, postings, conferences, emails and other communications by other Users are not endorsed by the IBCA, and that such communications shall not be considered to have been reviewed, screened or approved by the IBCA. The IBCA reserves the right to remove, for any reason and without notice, any content of the Forums received from Users, including, without limitation, email and bulletin board postings.

## 15. Official IBCA Social Media accounts:

Twitter: https://x.com/IBCA official

YouTube: <a href="https://www.youtube.com/@IBCAofficial?reload=9">https://www.youtube.com/@IBCAofficial?reload=9</a>

 $\label{linkedIn:https://www.linkedin.com/company/international-big-cat-alliance/posts/? feed View= alliance/posts feed View = a$ 

Instagram: https://www.instagram.com/ibca\_official/

- 16. **Disclaimers on Social Media:** The IBCA does not guarantee the truthfulness, accuracy, or validity of any comments posted to its social media outlets (blogs, social networks, message boards/forums, etc.) Users must not post any content that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to any person or entity. The IBCA reserves the right to delete or edit any comments that it considers inappropriate or unacceptable. The IBCA social media team may also delete off topic, obscene or unruly comments in order to foster conversations about the topics shared on the official page/social media handle of the IBCA.
- 17. Pop-up advertisements: When visiting the IBCA website, web browser of the User may produce pop-up advertisements. These advertisements are most likely produced by other websites the Users visited or by third party software installed on the computer/mobile/electronic device of the User. The IBCA is neither responsible for, nor approves, authorizes or endorses the content of the source, link or any pop-up messages that the User received in connection with that source or link, nor does the IBCA endorse or recommend products or services for which the User may view a pop-up advertisement on the screen of the computer/mobile phone or the electronic device while visiting our site.
- 18. **Push notifications:** If the User is using the IBCA website, the User may receive push notifications. These include notifications as to general meeting information, and notifications as to IBCA news alerts. The User may, in most cases, opt out of receiving push notifications by going to device "Settings" and clicking on "Notifications", and then changing those settings for some or all of the apps on the device. (Different device configurations, or updates to devices, may affect or change how these settings work).

#### C. Country and area nomenclature

The designations employed and the presentation and publication of Content on this Site do not imply the expression of any opinion whatsoever on the part of the IBCA, its subsidiary organs, nor its members or its affiliates, concerning the legal status of any country, territory, city or area or its authorities, or concerning the delimitation of its frontiers or boundaries. The term "country" as used in this Context also refers, as appropriate, to territories or areas. The designations "developed" and "developing" regions are intended for statistical and analytical convenience and do not necessarily express a judgment about the stage reached by a particular country or area in the development process.

#### D. Preservation of immunities

Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the IBCA or the IBCA Secretariat, which are specifically reserved.

## **Privacy Policy**

## Overview

The privacy of the User on the Internet is of utmost importance to the International Big Cat Alliance (hereinafter referred to as "IBCA"). This privacy statement describes the IBCA's policy concerning the gathering and sharing of visitors' information through IBCA website. It applies to all sites with the ibca.world name made by IBCA. By visiting these websites, the User is accepting the practices described in this policy.

# What information does IBCA collect?

Anonymous website usage

In general, you can browse the IBCA website without telling us who you are or revealing any personal information about yourself. We gather general browsing data from standard server logs. These may include, but not limited to, your IP (Internet Protocol) address, domain name, browser type, operating system, and information such as the website that referred you to us, the files you downloaded, the pages you visit, and the dates/times of those visits.

# Collection of personally identifiable information

## **IBCA** Website

If you register for a newsletter or IBCA journal, log on to certain IBCA sites, request information, provide feedback, apply for a job, join a discussion group or join an electronic mailing list, you will be asked to provide personal information such as your name, postal address and e- mail address. This information is collected only with your knowledge and permission and is kept in various IBCA databases. If you are making a donation, you will be redirected to a secure payment gateway.

If you are applying for a job, you will be asked to provide information about your past employment and academic background, among others. Please note that IBCA does not charge a fee at any stage of its recruitment process (application, interview, processing, training, visa or other fee). The information obtained in the recruitment process is retained for an indefinite period of time. This information can be updated or deleted, either through modification of data within the account, or by contacting <a href="mailto:href">hr@ibca.world</a>

IBCA sites with specific requirements to collect personal information may publish a privacy policy specific to that site. In these cases, the site-specific policies will be complementary to this general IBCA privacy policy but will give additional details for that particular use.

Joining electronic discussion groups may mean that other participants of the discussion group (including non-IBCA employees) will see personal information that you have volunteered. For open discussion groups, this information will be public.

Disclosure of Information to Others

IBCA does not disclose to third parties User's personal information, combined personal and demographic information or information about her/his use of the website (such as areas User visits or services User accesses), except that:

- a) In case the User applies for an IBCA recruitment opportunity, the relevant secretariat officer(s) will be able to access part of the User's personal profile such as name, email address as well as any additional personal and demographic information the User may submit with his/her application.
- b) IBCA may disclose such information to entities and/or individuals IBCA employs to perform functions on its behalf. Examples may include, but are not limited to, hosting the web servers, and analyzing data.
- C) IBCA may disclose such information, subject to IBCA privileges and immunities, if requested to do so by IBCA's Assembly including Members, or if necessary, in IBCA's sole discretion to protect IBCA property or rights, prevent a crime or protect the safety of Users or the public in general, to any authority concerned.

Use of cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on the site.

By setting a cookie, IBCA will remember you the next time you visit the site and therefore IBCA will not have to ask questions that you have already answered (like Username, address information and preferences).

You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the site and may be required to re-enter information more frequently to use certain services on the site.

### What does IBCA do with the information it collects?

Anonymous web usage

The information gathered during general browsing of the "ibca.world" domain is used to analyze trends and usage of the IBCA site and to improve the usefulness of the site. It is not connected with any personal information. However, if you have registered with IBCA in connection with any activity on the IBCA site, the information we collect about your normal web usage will be identifiable to you.

Personally identifiable information

IBCA may use the personal information you provide to(including but not limited to)

- Contact you either in response to a query or suggestion, or to mail newsletters, documents, publications, etc. to you;
- Manage and process your job application;
- Confirm your registrations on the site;
- Obtain payment for donations through the site;
- Retain your online profile and preferences for future visits to the site;
- Help you quickly find information that is relevant to you based on your interests, and help us create site contents most relevant to you;
- Undertake statistical analysis.

# What if I don't want to provide personal information?

Providing personal information on the IBCA web site is optional. If you choose not to provide personal information, you can still browse and use the IBCA site, but you will not be able to carry out certain actions such as making donations, registering for a newsletter, or applying for a job.

Opting out and changing your information

At any time, you can delete or modify your information by returning to the web page where you first provided the information and contacting the focal point for that page/relevant IBCA department or, in certain instances, logging into your account and changing the information there

You may elect to receive communications such as newsletters and other material from IBCA. If you do, you will have the opportunity to stop receiving such communications at any time by logging into your account on the IBCA site and editing your contact preferences or by clicking the unsubscribe link at the bottom of the emails.

#### Security

We do not sell or share any personally identifiable information volunteered on the IBCA site to any third party without prior consent. IBCA employs a range of techniques and security measures based on best practices to protect the information maintained on our system from loss, misuse, unauthorized access or disclosure, alteration, or destruction. However, IBCA assumes no responsibility for the security of information.

Links to other sites - Disclaimer

The site may contain hypertext links to other sites external to the IBCA domain. IBCA assumes no responsibility for those sites including but not limited to the privacy practices or the content of such web sites.

#### Notification of changes

If IBCA decides to change its privacy policy, IBCA will post those changes to this page so that you are always aware of what information we collect and how we use it.

#### HOW WE PROTECT YOUR DATA

The IBCA intends to protect the quality and integrity of your personally identifiable information. We have implemented appropriate physical, technical, and organizational measures, including industry-standard encryption for the transmission of credit card information, to help keep your information secure, accurate, current and complete.

If you have any concerns about the security and confidentiality of your Personal Information, please contact it@ibca.world.

#### COMPLIANCE WITH THE EU GDPR and DPDPA DATA REGULATIONS

The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union. It also addresses the export of personal data outside the EU. The Digital Personal Data Protection Act (DPDPA) is a legislation in India that provides for the processing of digital personal data in a manner that recognises both the right of individuals to protect their personal data and the need to process such personal data for lawful purposes and for matters connected therewith or incidental thereto.

We will use reasonable efforts to securely process all personal information in line with the rights specified under the GDPR and DPDPA in particular those related to the following requests:

- Access to your Personal Information;
- Correction of the Personal Information we hold:
- Deletion of your Personal Information;
- A restriction of processing of your Personal Information;
- Transfer of your Personal Information to another party; or,
- Objection to the processing of your Personal Information based on the IBCA's legitimate interests (or those of a third party) to
  use it.

Please send an email to it@ibca.world if any of the following apply:

- You have any questions or requests regarding this policy;
- You would like to remove all Personal Information from our database;
- You would like to view the Personal Information you shared with us;
- You would like to change your account preferences;
- You no longer wish to receive email updates from the IBCA;
- You believe the IBCA has erroneous or incomplete information about you; or,

• You believe a child below the age of 18 years may have submitted Personal Information without the consent of a parent or guardian.

For more information about your rights under the GDPR, please visit <a href="https://gdpr-info.eu/">https://gdpr-info.eu/</a>. For more information about your rights under DPDPA, please visit <a href="https://www.meity.gov.in/content/digital-personal-data-protection-act-2023">https://www.meity.gov.in/content/digital-personal-data-protection-act-2023</a>.

Contact us

If you have any questions or concerns about the International Big Cat Alliance privacy policy, please do contact us at it@ibca.world

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