

Terms of Use

The Goa Coastal and Environment Management Society ("GC&EMS") was registered on 22 February 2019 under the Societies Registration Act, 1860. GC&EMS functions under the administrative control of the Department of Environment & Climate Change, Government of Goa, with its registered office at 4th Floor, Dempo Towers, Patto, Panaji – Goa 403001.

This Deposit Refund Scheme ("DRS") website is owned, designed, developed, operated and maintained by GC&EMS, Department of Environment & Climate Change, Government of Goa (hereinafter referred to as "we," "our," or "us"). The Website facilitates information to various stakeholders and enables implementation and regulatory oversight of the Deposit Refund Scheme in the State of Goa.

We make every effort to ensure that the content, data, and information on this Website are accurate and current. However, the material is provided "as is" and without warranties of any kind. Nothing on this Website shall be construed as a statement of law or as legal advice. In no event will the GC&EMS be liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, loss or damage whatsoever arising from use, or loss of use, of data, arising out of or in connection with the use of this Website. Links to other websites that have been included on this Website are provided for public convenience only. Users are advised to verify any information before relying on it for official or legal purposes.

1. Applicability of Terms

These Terms of Use ("Terms") apply to all Users accessing or utilising the Deposit Refund Scheme ("DRS") Website. The DRS Website is a secure, government-managed digital platform designed, developed, operated and maintained by GC&EMS for the purpose of dissemination of information about the DRS to the general public. The Website shall facilitate collection, storage, processing, and exchange of information necessary for the operationalisation of the DRS in the State of Goa as per the Privacy Policy

These Terms of Use are an electronic record in terms of the Information Technology Act, 2000, and the rules framed thereunder, as applicable and amended from time to time, pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. All data, records, acknowledgements, or other digital communications issued or shared through this Website shall have the same legal validity and enforceability as their physical counterparts, in

accordance with the Information Technology Act, 2000 and the rules and notifications made thereunder, including any subsequent amendments.

This Terms of Use is required to be read in conjunction with the Privacy Policy, Hyperlinking Policy , Copyright Policy, Cookie Policy and Grievance Redressal Policy available at _____ (Website Policies). Please read these Website Policies carefully before accessing, browsing, or otherwise using the Website. By registering on the Website, accessing and/or using the Website indicates that you have read, understood, accepted and agreed to be bound by these Terms of Use, including any modifications or updates that may be published by GC&EMS from time to time. However, if you do not agree to or wish to be bound by these Terms of Use, you may stop using the Website.

2. Eligibility

Access to and use of this Website, including but not limited to registration under the Deposit Refund Scheme ("DRS"), is strictly limited to natural persons and legal entities who possess the full legal capacity and authority to:

- a. enter into a binding agreement under the Indian Contract Act, 1872, and
- b. comply with all applicable laws, rules, regulations, and governmental directives of the Republic of India.

Without prejudice to the generality of the foregoing, the following persons or entities shall be expressly ineligible to use or access the Website:

- a. Individuals who have not attained eighteen (18) years of age, unless represented by a parent or legal guardian with demonstrable authority;
- b. Persons who are barred, suspended, or otherwise prohibited from contracting under any applicable law or judicial/administrative order;
- c. Entities that are insolvent, dissolved, or otherwise incapable of validly entering into contracts; and
- d. Any user who has been previously terminated, suspended, or blacklisted for breach of these Terms.

3. Terms of Use

3.1. General Terms of Use

This Website has been developed exclusively to disseminate information to the general public facilitating the operationalisation and implementation of the Deposit Refund Scheme in the State of Goa. It serves as an information repository and digital interface for registration, reporting, monitoring, regulatory oversight and other ancillary activities connected with the Scheme.

For the purposes of these Terms of Use, the term 'User' or "you" or "your" shall mean individuals who use, accesses, or registers with the Website for his/her personal use; or an individual who uses, accesses or registers with the Website on behalf of any entity.

This User Agreement (as defined below) is between GC&EMS and the User.

Every User hereby agrees that by accessing, registering on or using the Website or other information contained therein, he/she is entering into a legally binding agreement with GC&EMS based on the Terms of Use mentioned in this document and those contained in the other Website Policies, which is hereby incorporated by reference (hereinafter collectively referred to as the "User Agreement").

The Website are intended solely for lawful use by eligible Users, as defined in these Terms of Use. While we endeavor to maintain the accuracy and currency of all content, the Website is provided strictly on an "as is" and "as available" basis. Nothing contained on the Website constitutes professional, financial or legal advice. Users are solely responsible for verifying any information before acting or relying upon it, and all reliance is entirely at their own risk and consequences.

3.2. Purpose and Scope of the Website

The Deposit Refund Scheme Website ("Website") is an official digital platform owned, developed, designed, operated and maintained by the Goa Coastal and Environment Management Society ("GC&EMS") under the administrative control of the Department of Environment & Climate Change, Government of Goa. The Website serves as the primary electronic infrastructure for the implementation, administration, and regulatory oversight of the DRS within the State of Goa. The Website is designed and maintained to fulfil, without limitation, the following purpose:

- 3.2.1.** To facilitate the secure registration and onboarding of all stakeholders participating in DRS, including producers, importers, brand owners, distributors, retailers, collection agencies, recyclers, consumers, and any other authorised entities.
- 3.2.2.** To enable continuous engagement and communication among stakeholders for smooth coordination, operational efficiency, and compliance with statutory obligations.
- 3.2.3.** To provide accurate, updated, and comprehensive information regarding the DRS framework, procedures, statutory notifications, and related governmental directives.
- 3.2.4.** To make publicly available such reports, circulars, or advisories as GC&EMS may lawfully disclose in furtherance of the objectives of the Scheme.
- 3.2.5.** To track, monitor, and reconcile the flow of deposits, refunds, and other financial transactions among participating stakeholders, ensuring transparency, auditability, and compliance with applicable financial regulations.
- 3.2.6.** To generate and maintain transaction records, reports, and audit trails for internal controls, statutory reporting, and third-party verification.
- 3.2.7.** To enhance the functionality and usability of the Website by analysing aggregate user behaviour and patterns, thereby improving user interface, performance, and service offerings.
- 3.2.8.** To provide communication, marketing notifications, analytics, risk assessments, and research for the betterment of the DRS.
- 3.2.9.** To maintain the security and integrity of the Website by detecting, preventing, and investigating unauthorised access, fraud, money laundering, or other criminal activities.
- 3.2.10.** To conduct lawful background checks, screenings, due diligence, and forensic audits, whether internally or as directed by competent governmental agencies located within or outside the jurisdiction of India.
- 3.2.11.** To identify, monitor, and respond to security breaches, cyber-attacks, or other technical vulnerabilities, including the implementation of necessary technical support and bug-fixing measures.
- 3.2.12.** Any other purpose as it deems fit to the GC&EMS

4. Users Obligations

- 4.1. During registration, you will provide details as required by us, including a registered email id, location access, SMS access, and other necessary information. When setting up an Account or performing financial transactions, you agree to provide accurate information, including but not limited to complete personal and sensitive information such as your name, email address, mobile number, device information, location data, passwords, and financial information. GC&EMS's handling of this information is governed by our Privacy Policy. You agree to maintain up-to-date and accurate information on your Brand Account. We reserve the right to suspend or terminate your Account and restrict access to the Website if the information provided is untrue, inaccurate, or outdated without prior notice.
- 4.2. Upon creation of an Account, you will complete the payment of such fees as may be required from time to time to facilitate your continued usage of the Website.
- 4.3. You are responsible for maintaining the confidentiality of your Account password and all activities conducted using them. You agree to notify us immediately of any unauthorized use of your password, or other security breaches related to the Website or Account. If you suspect that someone else knows your password, you should inform us and take steps to change them immediately. We will not be responsible for any loss or damage arising from your failure to secure your password.
- 4.4. You must explicitly provide your consent before sharing any information on the Website. Consent mechanism details will be logged and governed by applicable data protection laws.
- 4.5. The information provided in the Website is for general use by the public. In case of any inconsistency between any official rules, orders, circulars, notices, notifications issued by GC&EMS and applicable authorities for DRS in the State of Goa (Official Notices) or the content of this Website, the Official Notices shall prevail over the Website. Users are advised to review and confirm the veracity of the Website.
- 4.6. You agree to use the Website only for legitimate purposes and not for any illegal activity
- 4.7. We will not be responsible for verifying your compliance with these Terms of Use. We reserve the right to suspend or terminate your Account at our sole discretion if we suspect you are using the Website for illegitimate or fraudulent purposes.

5. Users Rights

- 5.1. Users have the right to make a request for an appeal and judicial review of any account restriction, suspension, or enforcement action made against their Account.
- 5.2. Users have the right to request modification of their Account.

5.3. In the event of any questions or concerns about these Terms of Use or if you need any support, please contact us at: grievanceredressal@goadrs.com

6. Acceptable Use Policy

Users are advised to refrain from using the DRS Website for the following purposes:

- a. Upload, transmit, or distribute any content that is illegal, obscene, defamatory, harassing, or exploitative.
- b. Impersonation, phishing, fraud, or acts that mislead, deceive, or defraud other individuals.
- c. Act in a way that injures oneself or other persons or arouses criminal or illegal behaviour under applicable laws.
- d. Store or distribute anything that provokes communal hatred, encourages, terrorism, incites violence, hate speech, content that undermines public order, national security, or violates others rights, or that jeopardizes national security.
- e. Host malware, other schemes such as phishing, or other technology intended to cause unauthorized access, stealing data, or damage to infrastructure.
- f. Any content which is prohibited under law.

7. Suspension and Revocation of Account

GC&EMS may terminate this Agreement, in whole or in part, with immediate effect upon the occurrence of a material breach of these Terms of Use. A material breach shall include but not limited to:

- a. Failure to perform obligations such as any lapse, negligence or failure on the part of the User to fulfill their responsibilities or obligations under these Terms of Use
- b. In case of breach of representations made by the User
- c. Upon receipt of any formal complaint from a third party, or regulatory authority, which, in the sole discretion of GC&EMS, indicates non- compliance .
- d. Any act or omission by the User which may result in breach of applicable laws, rules, regulations, notifications, or guidelines.

Termination or Suspension under this clause shall be without prejudice to any other rights or remedies available to GC&EMS under applicable law. As mentioned earlier, we reserve the right to temporarily suspend or permanently revoke access to the DRS Website platform in case of serious non- compliance, by the User, as may be solely determined by us.

8. Children's Data and Parental Consent

GC&EMS does not knowingly collect the information of individuals under the age of 18 without verifiable parental consent or guardian consent. If in any event, such information from individuals below the age of 18 is collected, Parents or guardians may contact DRS Website Support Team for rectification or deletion of such data.

9. Compliance with Applicable Laws

GC&EMS affirms that it shall all time comply with shall ensure compliance with all applicable Indian statutes, rules, regulations, and governmental directives relating to the collection, retention, processing, storage, and protection of personal data and other information obtained through the DRS Website.

We shall adopt and maintain appropriate technical and organisational measures to safeguard user data against unauthorised access, alteration, disclosure, or destruction, and shall retain such data only for so long as is necessary to fulfil the purposes for which it was collected or as may be required under applicable law, whichever is longer.

Users are advised to review the Privacy Policy, which forms an integral part of these Terms, for more details on the types of information collected, the purposes of processing, retention periods, and the rights available to Users.

10. DISCLAIMERS

THE WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND ON AN "AS AVAILABLE" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE, AND THE FEATURES, IS WITH YOU. GC&EMS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GC&EMS MAKES NO WARRANTY THAT THE APP, FEATURES,, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE, OR FEATURES, WILL BE CORRECTED. GC&EMS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, AND/OR FEATURES OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY DATA, INSTRUCTIONS, INFORMATION, OR ADVICE OBTAINED THROUGH THE WEBSITE, AND/OR FEATURES. GC&EMS DISCLAIMS ANY

WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR FROM GC&EMS, ITS SUBSIDIARIES, OR OTHER SERVICE PROVIDERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES), SHALL CREATE ANY WARRANTY. GC&EMS DISCLAIMS ALL EQUITABLE INDEMNITIES.

GC&EMS SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, OR DAMAGE SUFFERED BY THE USER AND/OR ANY THIRD PARTY ARISING OUT OF OR RESULTING FROM THE FAILURE OF ANY TRANSACTION INITIATED/ CARRIED OUT VIA THE WEBSITE. GC&EMS OR THE BENEFICIARY BANK SHALL ALSO NOT BE LIABLE FOR ANY LOSS, DAMAGE, AND/OR CLAIM ARISING OUT OF OR RESULTING FROM WRONG BENEFICIARY DETAILS, MOBILE NUMBERS, AND/OR ACCOUNT DETAILS BEING PROVIDED BY THE USER.

GC&EMS SHALL NOT BE LIABLE FOR THIRD-PARTY WEBSITES, PLATFORMS, PRODUCTS, SERVICES, AND OTHER CONTENT. THE ADVERTISEMENTS OR SERVICES WHICH MAY BE AVAILABLE ON OR THROUGH THE WEBSITE WITH RESPECT TO THIRD-PARTY WEBSITES, PRODUCTS, CONTENT, AND SERVICES ARE FOR INFORMATION PURPOSES ONLY. THE USER AGREES THAT ANY THIRD-PARTY SERVICES AVAILABLE BY THE USER THROUGH THE WEBSITE SHALL BE AT ITS SOLE RISK AND LIABILITY, AND GC&EMS SHALL NOT BE RESPONSIBLE FOR THE SAME.

GC&EMS SHALL NOT BE LIABLE FOR DELAYS OR INABILITIES IN PERFORMANCE OR NON-PERFORMANCE, IN WHOLE OR IN PART, OF GC&EMS'S AND/OR ASSOCIATED BANK'S OBLIGATIONS DUE TO ANY CAUSES THAT ARE NOT DUE TO ITS ACTS OR OMISSIONS AND ARE BEYOND ITS REASONABLE CONTROL, SUCH AS ACTS OF GOD, FIRE, STRIKES, EMBARGO, ACTS OF GOVERNMENT, TERRORISM, CLIMATIC CONDITIONS, LABOUR UNREST, INSOLVENCY, BUSINESS EXIGENCIES, GOVERNMENT DECISIONS, CHANGES IN LAWS, OPERATIONAL AND TECHNICAL ISSUES, ROUTE ISSUES, ACTS OF THIRD PARTIES, OR OTHER SIMILAR CAUSES AND PROBLEMS.

11. Limitation of Liability

- 11.1. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, AND/OR FEATURES (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE,

UNAUTHORIZED ACCESS TO OR ALTERATION OF THE WEBSITE, THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING THIRD-PARTY VENDORS, FEATURES, AND/OR, OR ANY OTHER MATTER RELATING TO THE WEBSITE), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ANY GC&EMS PARTY HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.2. SUBJECT TO APPLICABLE LAW, THE USE OF THE WEBSITE AND FEATURES IS AT THE SOLE RISK OF THE USER.

12. Intellectual property

All intellectual property rights, including but not limited to copyright, database rights, moral rights, design rights, trademarks, service marks, logos, domain names, trade names, trade dress, and all related proprietary rights, in and to:

- a. the Website, its design, layout, user interface, software, source code, object code, databases, and compilations;
- b. all text, graphics, images, audio, video, and other content contained therein; and
- c. all updates, enhancements, or derivative works thereof,

are and shall remain the exclusive property of the GC&EMS, as the case may be. All rights not expressly granted herein are strictly reserved.

13. General

These Terms of Use, along with additional terms to which you agree when using particular elements of the Website, constitute the entire and exclusive agreement between you and GC&EMS with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and GC&EMS regarding such subject matter. GC&EMS shall not be liable to the other party, nor shall it be in default, if, and to the extent that, the performance or delay in performance of any of its obligations under these Terms of Use is prevented, restricted, delayed, or interfered with due to circumstances beyond the reasonable control of GC&EMS or any force majeure event. The failure of GC&EMS to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of GC&EMS and you as reflected in the provision and that the remaining provisions of these Terms of Use

will remain in full force and effect. The clause titles in these Terms of Use are for convenience only and do not have any legal or contractual effect. These Terms of Use shall remain in full force and effect notwithstanding any termination of your use of the Website. These Terms of Use will be interpreted without applying any strict construction in favour of or against you or GC&EMS. These Terms of Use and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by GC&EMS without restriction.

14. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts in Goa, India.

15. Indemnification

Users agree to indemnify and hold harmless the GC&EMS, its affiliates, officers, employees from any third- party claims, losses, damages, or expenses arising out of the User's violation of these Terms, applicable laws, or misuse of the DRS Website, including but not limited to uploading illegal, defamatory, or infringing content.

16. Grievance Redressal

Any complaints, concerns, or grievances relating to the Website shall be addressed in accordance with our Grievance Redressal Policy, which is published separately and forms an integral part of these Terms. Users are encouraged to review that policy for detailed procedures and timelines for lodging and resolving grievances.

17. Amendment of Terms

The contents herewith are subject to such change which GC&EMS in its sole discretion shall deem fit and appropriate. The updated terms of Use related to this Website shall be uploaded, from time to time, upon change, if any. Users are responsible for reviewing the terms regularly. Continued use of DRS website implies acceptance of the updated Terms.