



AUSTRALIAN  
MARINE DEBRIS INITIATIVE®



**TANGAROA BLUE  
FOUNDATION**

ABN: 88 138 636 521  
PO Box 1235,  
Dunsborough,  
WA 6281 Australia

## **Terms and Conditions for the Use of Australian Marine Debris Initiative® Database App for data capture. (Non-Commercial Use)**

Effective Date: 01/07/24

### **1. Introduction**

Welcome to the Australian Marine Debris Initiative® (AMD I) Database App, mobile and web application. The AMD I Database App has been designed specifically to capture litter pollution data. This document outlines the terms and conditions governing your use of the AMD I Database App, administered and maintained by the Tangaroa Blue® Foundation. By accessing and using the AMD I Database App, you agree to comply with these terms and conditions.

### **2. Definitions**

- AMD I Database App: AMD I collection application user interface, including all versions on mobile Android and IOS and web platforms.
- Data Provider/User: An individual or organisation that contributes content to the AMD I Database.
- Tangaroa Blue® Foundation: Refers to the Tangaroa Blue Foundation with registered trademark (TM).
- Australian Marine Debris Initiative® Database: The national database for marine debris and litter managed and maintained by Tangaroa Blue® Foundation.
- Data: Refers to any information, including but not limited to text, images, audio, video, or other forms of content, that is collected, processed, transmitted, or stored by the Australian Marine Debris Initiative Database App service. This encompasses user-generated content, device information, location data, usage patterns, and any other data that is either voluntarily provided by users or automatically collected through the app. Data may also include personally identifiable information (PII) and non-personal information.



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### **3. Purpose of the AMDI Database Data Collection App**

The AMDI Database App is a platform for individuals and organisations to record, submit, and collate data related to marine debris and litter pollution removed from the environment. The AMDI Database App provides a standardised classification methodology and structure for identifying and categorising litter and marine debris applicable in various geographical locations. The collected data is collated in the Australian Marine Debris Initiative® (AMDI) Database, contributing to a national repository of information on marine debris and litter.

### **4. Using the AMDI Database App**

Using the AMDI Database App, you grant Tangaroa Blue® Foundation worldwide, transferable, sub-licensable, royalty-free right and licence to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information and content you post, upload, display or otherwise make available on the AMDI Database App (collectively, “Content”), for the purpose of operating, developing and advancing marine debris research, conservation, education and awareness efforts.

### **5. Intellectual Property Rights**

All intellectual property rights associated with the AMDI Database App, the Australian Marine Debris Initiative®, and related materials, including but not limited to trademarks, logos, data structures, software, and content, are owned by or licensed to Tangaroa Blue® Foundation. Any use or reproduction of these materials requires prior written consent from Tangaroa Blue® Foundation.

### **6. User Data and Privacy**

When using the AMDI Database App for data collection, you may be required to provide certain information and data. By using the platform, you grant Tangaroa Blue® Foundation the right to collect, store, and process your data in accordance with our [Privacy Policy](#). We are committed to protecting your privacy and will handle your data in compliance with applicable privacy laws.



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## **7. User/ Data provider obligations**

7.1. Accurate Data Submission: Users of the AMDI Database App are responsible for ensuring that all data and information submitted during clean-up events are accurate, complete, and reliable.

7.2. Compliance with Laws: You agree to comply with all relevant laws, regulations, and guidelines while using the AMDI Database App

7.3. Prohibited Content: You must not submit any content that is offensive, unlawful, harmful, or infringes upon the rights of others.

7.4. Device ownership: If you are not the owner of the device on which the AMDI Database App is installed, you must have the informed consent of the owner.

7.5 Personal use: The AMDI Database App is for personal use only and should not be used for commercial or business purposes except in accordance with any commercial licence agreement held between Tangaroa Blue® Foundation and your 'Entity'.

## **8. Data export**

A User / Data provider may request a download from within the AMDI Database App via the request clean-up data feature in the App account screen. Only approved and accepted data can be exported from the AMDI Database App.

## **9. Database Accuracy and Limitations**

While Tangaroa Blue® Foundation endeavours to maintain accurate and up-to-date data in the AMDI Database through data QA and standardised methodology processes, we do not guarantee the completeness or accuracy of the information submitted by users. Users understand and acknowledge that the data may not be error-free and should exercise their discretion when using the information for any purpose.



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## 10. Children's Contributions

Children under the age of 18 contributing to the Australian Marine Debris Initiative® (AMDI) Database must be supervised by an adult to ensure their safety and the accuracy of the data submitted. The supervising adult is responsible for making sure that children's activities are age-appropriate, protecting their privacy in accordance with our [Privacy Policy](#), and offer an educational aspect about marine conservation. This supervision ensures a safe, engaging, and productive environment for young contributors.

## 11. Limitation of Liability

To the fullest extent permitted by law, Tangaroa Blue® Foundation shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use of the Australian Marine Debris Initiative® (AMDI) Database, including but not limited to damages for loss of profits, data, or other intangible losses.

## 12. Modification of Terms

Tangaroa Blue® Foundation reserves the right to modify these Terms and Conditions at any time without prior notice. Updated terms will be posted on the Tangaroa Blue® Foundation website. Your continued use of the platform after any modifications signify your acceptance of the revised terms.

## 13. Termination

Tangaroa Blue® Foundation reserves the right to terminate or suspend access to the Australian Marine Debris Initiative® (AMDI) Database at any time and for any reason without liability. Upon termination, all provisions of these Terms and Conditions that would reasonably be expected to survive termination shall remain in effect.



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#### 14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Australia. Any dispute arising out of or in connection with the Australian Marine Debris Initiative® (AMDI) shall be subject to the exclusive jurisdiction of the courts of Australia.

#### 15. Acknowledgements

Data sets extracted from the Australian Marine Debris Initiative® (AMDI) Database are valuable contributions to marine debris research and conservation efforts. If you utilise or reference data obtained/extracted from the Australian Marine Debris Initiative® (AMDI) Database, you must acknowledge the source appropriately in your publications, presentations, or other related materials using the following statement:

"We acknowledge the use of The Tangaroa Blue® Foundation's Australian Marine Debris Initiative® (AMDI) Database for providing the data used in this [publication/presentation/material]."

Proper acknowledgment helps recognize the efforts of data providers and supports the collaborative nature of marine debris research.

#### 16. Unauthorised Use

If you become aware of any unauthorised use or misuse of the data or content provided by you through the Australian Marine Debris Initiative® (AMDI) Database, please contact us immediately at [support@tangaroablue.org](mailto:support@tangaroablue.org). We take such matters seriously and will work to address any potential breaches of data usage.

#### 17. Copyright

All intellectual property rights related to the Australian Marine Debris Initiative® (AMDI) Database, the AMDI Database App, and its contents are protected by copyright laws. Tangaroa Blue® Foundation retains ownership or licences to these materials. You are prohibited from using, reproducing, distributing, or modifying any part of the AMDI Database App or its contents without prior written consent from Tangaroa Blue® Foundation.



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### 18. Privacy

Your privacy is important to us. We are committed to protecting the privacy and security of your data. Our practices and policies regarding the collection, use, and disclosure of personal information are outlined in our Privacy Policy (hyperlink to new location on new website to be added), which can be accessed on the Tangaroa Blue® Foundation website.

### 19. Your Agreement

By using the Australian Marine Debris Initiative® (AMDI) Database, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, including the Data Provider Agreement, Acknowledgments, Unauthorised Use, Copyright, and Privacy sections. If you do not agree with these terms, you must refrain from using the Australian Marine Debris Initiative® (AMDI) Database.

Thank you for being a part of the Australian Marine Debris Initiative® and contributing to the conservation of our oceans. Your dedication to understanding and addressing marine debris issues is invaluable.

### 20. Variations to this agreement:

Should you require a variation to this agreement for the purposes of data related to research, please contact [support@tangaroablue.org](mailto:support@tangaroablue.org) to access the project management software and AMDI Database App project features.

### 21. Support

If you have any questions or concerns about these terms and conditions or the AMDI Database App, please contact us at [support@tangaroablue.org](mailto:support@tangaroablue.org).

By using the AMDI Database App, you acknowledge that you have read, understood, and agreed to abide by these terms and conditions. Thank you for contributing to marine debris research and conservation efforts through the Australian Marine Debris Initiative®.