

## SUPREME COURT LIBRARY WEBSITE

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as "General T&Cs") shall govern the use of the services offered by Supreme Court Library Website. These General T&Cs contain terms and conditions that are of general application to most of Supreme Court Library service offerings, and some of the terms below may not be applicable to you.

Unless explicitly stated otherwise, any new feature or features that augment or enhance the current services, including the release of or migration to new services, shall be subject to this Agreement.

#### 1. TERMINOLOGY

In this Agreement, the following words and expressions have the meanings assigned to them except where the context otherwise requires:

I. "Recipient" of a Data Message or an Electronic Record means a person who is intended by the Originator to receive the Data Message or Electronic Record, but does not include an intermediary like the Supreme Court of Mauritius who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee;

II. "Data Message" means information generated sent, received or stored by electronic, optical, including but not limited to electronic data interchange (EDI), electronic mail.

III. "Electronic Record" means a record generated in digital form by an Information System, which can be:

- a. Transmitted from an Information System or from one Information System to another; and
- b. Stored in an Information System or other medium;

IV. "Information System" means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records;

V. "Services" here means the service provided by Supreme Court Library over the Internet to the Registered User upon the Registered User's application for registration therefore;

VI. "Normal User" means the party identified on the Web Application form who have not been authenticated by the website;

VII. "Authenticated User" means the party identified on the Web Application form who have been registered to the Supreme Court Library Website.

VIII. "Website" or "Websites" refers to the location of the web pages on the internet over which the User may access for the purpose of using the Services from the [lawsofmauritius.govmu.org](http://lawsofmauritius.govmu.org) website.

## 2. AMENDMENTS TO TERMS AND CONDITIONS

2.1 The Supreme Court of Mauritius reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to the General T&Cs will be effective after thirty (30) days have passed from the date of posting on the Supreme Court Library Website. IT IS RESPONSIBILITY OF USERS TO CHECK THE WEBSITE FROM TIME TO TIME FOR AMENDMENTS TO THIS AGREEMENT. BY USING OR CONTINUING TO USE THE SERVICES AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.

## 3. SCOPE OF SERVICES

3.1 The Supreme Court of Mauritius provides access to services from the Supreme Court Library website. However, the Supreme Court Library reserves the right to

modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. The users will be advised of the changes in advance where the changes will significantly alter the Services.

#### 4. USERS RESPONSIBILITIES

4.1 The User shall obtain, install and maintain such suitable equipment, software, and communication means as may be required to make connection to the World Wide Web and to use the Services provided by a third party, including a computer and modem, telecommunication facilities or other access devices or other ancillary equipment.

4.2 The User is responsible for the confidentiality of the password(s) associated with the account and user login ID. User shall ensure control of the password(s) and user login ID for authorized usage of the Services. Unless the contrary is proved, all communications and activities occurring under the User's user account, user login ID or password shall be deemed to have been validly issued or authorized by the User.

4.3 The User undertakes not to use the Services for or to carry out any activity that may be prohibited under the laws of Mauritius or under any other applicable law

4.4 The User hereby authorizes the Supreme Court of Mauritius to deal with any data or information submitted by or to the User, in any manner, as Supreme Court of Mauritius deems necessary to carry out the Services.

4.5 The User agrees to at all times indemnify and hold harmless the Supreme Court of Mauritius and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:

(a) A breach by the User or its employees, agents or contractors of the terms of this Agreement; or

(b) Any willful, unlawful or negligent act or omission on the part of the User or its employees, agents or contractors

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the Websites and Services (including documents, graphic, logos, icons) are owned by the Supreme Court of Mauritius. No material provided through the Websites or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form.

## 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

6.1 THE SERVICES AND ALL ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SUPREME COURT OF MAURITIUS DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT

6.2 The Supreme Court of Mauritius does not warrant that the Websites and Services will meet User's requirements or that the Websites and Services will be uninterrupted, timely, secure or error-free.

6.3 The Supreme Court of Mauritius shall not be liable to the User or any other party for any damage, loss, cost or expense suffered by the User or any other party as a result of:

I. An action brought by a third party even if such loss was reasonably foreseeable or Supreme Court of Mauritius has been advised of the possibility of the User or any other party suffering or incurring the same

II. The reliance on or use of any data, information, content or matter provided by Supreme Court of Mauritius via the Services or the accuracy, correctness or completeness thereof;

III. Any error, interruption or other occurrence whatsoever arising out of any form of communications or other facilities not provided by Supreme Court of Mauritius;

IV. Any occurrence not due to Supreme Court of Mauritius direct default.

6.4 In no event shall Supreme Court of Mauritius be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss to the Users

6.5 The User shall indemnify and keep Supreme Court of Mauritius harmless against any damage or claim by any parties which may arise out of this Agreement and agree to notify such parties in writing that Supreme Court of Mauritius shall have no liability to them. In the event any claim is made by such parties against Supreme Court of Mauritius, the User shall take all steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such parties to restrain them from bringing such claims against Supreme Court of Mauritius

6.6 The Supreme Court of Mauritius shall not be responsible for any dealing (i) between the User and third parties or (ii) between the User and another User whether or not such dealings are facilitated through the use of the Services.

6.7 The User agrees that it shall not bring any claim, action or proceeding whatsoever against the Supreme Court of Mauritius in respect of any damage, loss, cost and

expense arising from the use or reliance on the data, information, content or matter provided by Supreme Court of Mauritius via the Website or Services.

6.8 Neither party shall be responsible for failure to perform or fulfill its commitments under this Agreement if such failure is due to any other circumstance outside its control. Such circumstances comprise, but are not confined to, act of God, war, riot and sabotage

6.9 The Supreme Court of Mauritius shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus.

## 7. GOVERNING LAW

7.1 This Agreement shall be governed by and construed in accordance with the laws of Mauritius. The parties agree to submit to the exclusive jurisdiction of the courts of Mauritius.

7.2 Recognizing the global nature of the Internet, the User agrees to comply with all local rules regarding online conduct, acceptable content and use of the Websites and the Services.

## 8. LIBRARY RULES & REGULATION

8.1 Only members of the Bar Council are entitled for membership and application for library card can be made from the <https://supremecourtlibrary.govmu.org/> portal. The applicant will be notified within a week whether their application for the library card has been approved and he/she should in person for collection of the library card.

## 8.2 Library card holder

- must present to the library staff at the time of check-out his/her card (if the card is not present, then some other form of positive proof of identification, otherwise borrowing privileges at that time will be denied)
- assumes responsibility for the care and safety of library materials borrowed on his/her card
- assumes responsibility for paying other charges levied against his/her card
- agrees to report changes in name, address, telephone number, and email address as soon as possible
- agrees to report a lost, stolen, or damaged card to the library as soon as possible.

8.3 Readers should not mark, underline, dog-ear, write, tear pages or otherwise damage the library documents.

8.4 No library material can be taken out of the library without permission. Unauthorized removal of anything belonging to the library will be treated as theft and dealt accordingly.

## 9. GENERAL

9.1 The Registered User shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by Supreme Court of Mauritius in whatever form it may be presented.

9.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between Supreme Court of Mauritius and any User, nor constitute the appointment of third parties as agent of any User or Supreme Court of Mauritius

9.3 If any terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

9.4 The User shall be deemed to have read this Agreement and shall agree to be bound by the terms hereof. This Agreement shall supercede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement software.