

Terms of Use

The access to and use of this website, including its subdomains, associated websites, mobile applications and extranets (each a “Site” and collectively the “Sites”) constitutes acceptance by you or the entity you represent of the following terms and conditions of use (the “Terms of Use”). If you do not agree to these Terms of Use, you may not access or use the Sites. Additional terms (including age requirements) (the “Special Terms”) may apply to and govern the access to and use of specific Materials or Site Features (as defined below).

1. General

The United Nations Volunteer (“UNV”)¹ programme maintains the Sites as a courtesy to those who may choose to access the Sites (“Users”). The information presented herein is for informative purposes only. Unless otherwise specified in any Special Terms, UNV grants permission to Users to visit the Sites and to download and copy information, documents and materials (collectively, “Materials”) from the Sites 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 of Use, and also subject to more specific restrictions that may apply to specific Material within the Sites. The Sites are administered by UNV.

The User may need to register and/or create a User account to access to or use certain sections of the Sites, Materials or Site Features. The User may never use another User account without permission. By registering or creating a User account, the User represents and warrants that (i) the User is of legal age or possess legal parental or guardian consent and fully able and competent to abide by and comply with these Terms of Use; and (ii) if the User represents a legal entity, the User has authority to bind such legal entity to these Terms of Use. The User is responsible for keeping the password and other relevant login information confidential and shall inform UNV if at any point the User considers that his or her password or login information have been compromised and/or is being misused by someone else and shall take such action as is required and/or is requested by us to prevent such misuse. The User is responsible for all activities conducted under his or her User account.

Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Materials on this Sites are those of the various UNV staff members, consultants and advisers to UNV who prepared the work and do not necessarily represent the views of the UNV, or its Member States. The designations employed and the presentation of material in the Sites do not imply the expression of any opinion on the part of UNV concerning the legal or development status of any territory, country, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.

UNV’s Volunteer Management Cycle for UN Volunteers are guided by policies and procedures set out in various documents, including, but not limited to, the UN Volunteer Conditions of Service. UN Online Volunteers are guided by the Terms of Use and other policy and procedures applicable to the Online Volunteering site. Please carefully read all instructions, terms and conditions or requirements contained therein.

¹ The United Nations Volunteers (UNV) programme is administered by the United Nations Development Programme (UNDP).

Third party content displayed in the Sites may only be used subject to its owner's consent or as otherwise permitted by applicable law, as the case may be. Nothing in these Terms of Use shall be deemed to confer any third party rights or benefits on any such content.

Certain mobile applications offered directly or indirectly by UNV can be downloaded from third party "app stores" including, without limitation, iTunes and Google Play. As such, they are subject to separate terms of the respective third-party service providers. It is your responsibility to check the privacy policies and terms of service and usage of all third-party sites, stores and services prior to downloading or using the UNV mobile applications.

2. Sites Features & Submissions

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

- (a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others;
- (b) Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- (c) Post any franchise, pyramid scheme, club membership, distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commission only, requires recruitment of other members, sub-distributors or sub-agents.
- (d) 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 therefore as required by law;
- (e) Upload or attach files that contain viruses, corrupted files or any other similar software or programs causing damage to the operation of another's computer;
- (f) Delete any author attributions, legal notices or proprietary designations or labels in any uploaded file;
- (g) Circumvent, disable or interfere with the Sites, the Materials or the Site Features;
- (h) Access illegally or without authorization computers, accounts, equipment or networks belonging to UNV or any party or individual, or attempting to penetrate security measures of UNV or another's system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, DOS/DDOS, phishing attacks, port scans, stealth scans, or other information gathering activity.
- (i) Delete any author attributions, legal notices or proprietary designations or labels in any file or content that is uploaded;
- (j) Falsify the origin or source of software or other material contained in an uploaded file;
- (k) 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 Site Features that the User knows, or reasonably should know, cannot be legally distributed in such manner.

The User acknowledges that, unless otherwise specified, all Site Features and discussion groups are public and not private communications. Further, the User acknowledges that any postings, communications, content and any other material that User or other users of the Sites post, submit, upload, or otherwise provide to the Sites ("Submissions") are not endorsed by UNV and shall not be considered to have been reviewed, screened or approved by UNV. UNV does not claim ownership of any Submissions provided by the User or other users of the Sites. However, by posting, submitting, uploading, or otherwise providing Submissions, the User grants UNV a non-exclusive, worldwide,

perpetual, irrevocable, royalty-free, sub licensable and transferable license to use, display, distribute, reproduce, modify, remix, translate, transcode, excerpt, adapt, prepare derivative works of and compile, publicly perform and publicly display any or all Submissions in any media format or medium for any purpose whatsoever in connection with UNV.

UNV accepts no responsibility or liability in respect of the conduct of any User in connection with any Site Features, or for any Submission and User waives all rights to bring any claim against UNV for any cause of action that may arise out of User's use of any Submission.

3. Disclaimers & Indemnification by User

- (a) The use of the Sites, the Materials and the Site Features is at the User's sole risk. The Sites, the Materials and the Site Features provided on the Sites 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. UNV specifically does not give any warranties or make any representations as to the accuracy or completeness of the Sites, Materials and or Features. UNV periodically adds, changes, improves, and/or updates the Sites, the Materials on the Sites and the Site Features without notice. The User specifically acknowledges and agrees that UNV is not liable for any conduct of any User.
- (b) The Sites may contain advice, opinions and statements of various information providers, including chatbots. UNV does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall be at the User's own risk.
- (c) The Sites may contain links and references to third-party web sites. The linked sites are not controlled by UNV, and UNV is not responsible for the content of any linked site or any link contained in a linked site. The UNV provides these links only as a convenience, and the inclusion of a link or reference does not imply a UNV endorsement of the linked site.
- (d) Under no circumstances shall UNV be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Sites, including, without limitation, any inaccuracy, error, omission, interruption or delay, deletion, defect, alteration or use, with respect thereto, infection by virus or any other contamination of by anything which has destructive properties, communication line failure, regardless of cause. The use of the Sites is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the UNV be liable for any direct, indirect, incidental, special or consequential damages, even if UNV has been advised of the possibility of such damages.

As a condition of use of the Sites, the User agrees to indemnify UNV and its affiliates from and against all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of the User's use of the Sites, the Materials or the Site Features, 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 Material on the Sites or with any of these Terms of Use, the User's sole and exclusive remedy is to discontinue using the Sites.

4. Privileges and Immunities

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

5. Miscellaneous

UNV reserves its exclusive right in its sole discretion to (i) alter, limit or discontinue the Sites, any Materials or Site Features in any respect; (ii) modify these general Terms of Use or any Special Terms. UNV shall have no obligation to take the needs of any User into consideration in connection therewith nor to alert any User of such actions.

UNV reserves the right to deny in its sole discretion any user access to the Sites or any portion thereof without notice and to suspend, revoke or stop providing User accounts if the User does not comply with the Terms of Use or any Special Terms and remove, for any reason and without notice, any Submission.

UNV's name, emblem and its abbreviation are the exclusive property of UNV and are protected under international law. Their unauthorized use is prohibited, and they may not be reproduced or used in any manner without UNV's prior written permission.

The mention or omission of specific companies, their products or brand names on the Sites does not imply any endorsement or judgement on the part of UNV.

The Users shall not remove, obscure or alter any legal notices displayed in or along with the Materials or Site Features.

UNV reserves the right to seek all remedies available by law for any violation of these Terms of Use including any rights of UNV in the Sites, the Materials, the Site Features and the Submissions. No waiver by UNV of any provision of these Terms of Use shall be binding except as set forth in writing and signed by its duly authorized representative.

These Terms of Use and any dispute arising therefrom shall be exclusively governed by international principles of international law, to the exclusion of any single national system of law.

Any dispute, controversy or claim arising out of or relating to these Terms of Use, or the breach, termination or invalidity hereof or to the use of the Sites, the Materials and Site Features by the User or any content available therein and their particular terms of use shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall be empowered to order: (i) the return or destruction of goods or any property, whether tangible or intangible, or of any information provided hereunder or (ii) that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided hereunder, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ('the Interim Measures') and Article 34 ('the Form and Effect of the Award') of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. UNV and the User shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

To the extent that there exists more than one language version of these Terms of Use and there is any inconsistency between the versions, the English version shall always prevail.

6. Changes to the Copyright and Terms of Use for the Unified Volunteering Platform

Users should check this page periodically to review these Copyright and Terms of Use. UNV may, in its sole discretion, modify or revise these Copyright and Terms of Use at any time by updating this page. The User, registered or otherwise, agrees to be bound by such modifications or revisions.

Using or accessing this Platform indicates your acceptance of these Copyright and Terms of Use. If you do not accept these Copyright and Terms of Use, do not continue to use this Platform.

Addendum: Specific Terms of Use for UNV Online Volunteering service

In addition to the above Terms of Use, the following specific conditions apply to the UNV Online Volunteering service platform (the "Platform"). By using the Platform, you are accepting to be bound by the Terms of Use for the UNV Online Volunteering service.

I. Copyright Notice

© Copyright United Nations Volunteers. All rights reserved.

None of the materials provided on this Platform may be used, reproduced or transmitted, in whole or in part, in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without permission in writing from the United Nations Volunteers (UNV) programme. Requests for such permission and further inquiries should be sent to info@onlinevolunteering.org.

The UNV, Online Volunteering service and Online Volunteering name and emblem are the exclusive property of UNV. They are protected under international law. Unauthorized use is prohibited. They may not be copied or reproduced in any way without the prior written permission of UNV. Requests for permission should be sent to info@onlinevolunteering.org.

II. Website Usage

A. Definitions

"Online Volunteer" is a Registered User who has applied for at least one online volunteering opportunity, and whose application has not been marked as rejected.

"Organization" is an organization that has submitted its application to register with the Platform, whose application has been accepted by the Site Administrator, whose account is publicly viewable on the Platform and can submit online volunteering opportunity postings.

"Registered User" is an individual who has completed the registration process anywhere on the Platform.

"User" means anyone who chooses to access this Platform.

B. General

1. Use of this Platform constitutes agreement with the Terms of Use contained herein.
2. UNV maintains the Platform for the benefit of those who may choose to access the Platform ("User"). UNV grants permission to Users, when registered, to visit the Platform and upload, download and copy the information, documents and materials (collectively, "Content") from the Platform for the Registered User's personal, non-commercial use, without any right to resell, redistribute, compile or create derivative works therefrom, subject to the Terms of Use outlined below, and also subject to more specific restrictions that may apply to specific material within this Platform. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited.
3. UNV administers this Platform (the "Site Administrator"). All Content on this Platform and all Users to this Platform, whether registered or otherwise, are subject to these Terms of Use.

4. Unless expressly stated otherwise, the User-submitted Platform content reflects the submissions of the Registered Users and do not necessarily represent the views of UNV.

5. Although legal minors (age depends on country of residence/nationality) are allowed to access the Platform, in order for a User to become registered s/he has to be beyond the age of majority.

C. Legal status

1. The User, registered or otherwise, the User personnel and sub-Users shall not be considered in any respect as being the employee, staff or agent of UNV or the United Nations.

2. An Online Volunteer shall not be deemed in any respect as being a UN Volunteer and as such shall not benefit from this status.

3. An Organization account on the Platform shall neither be construed as an endorsement or recommendation on the part of UNV or the United Nations, nor as a partnership with UNV or the United Nations.

D. Observance of the law

The User, registered or otherwise, shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

E. Child labour

The User, registered or otherwise, represents and warrants that neither s/he, nor any of her/his suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

F. Mines

The User, registered or otherwise, represents and warrants that neither s/he nor any of her/his suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

G. Disclaimers

1. UNV is only providing a venue Platform allowing volunteering activities to be agreed upon between Organizations and Registered Users. This Platform acts as a venue for Organizations to post online volunteering opportunities, and for Registered Users seeking online volunteering opportunities to post their applications.

2. UNV is not involved in the actual arrangements between Registered Users and Organizations and declines all liability regarding the relationship between those entities.

UNV assumes no control or liability over the quality, safety or legality of the online volunteering opportunities or applications posted, the truth or accuracy of the listings, the ability of the Organization to offer online volunteering

opportunities to the individuals submitting applications, or the ability of such individuals to fill the online volunteering opportunity openings.

The details regarding a particular opportunity for which a Registered User applied, regarding, inter alia, deliverables (including copyright), scheduling, collaboration processes and prerequisites are agreed between the Organization and the Registered User. UNV is not involved in such arrangements and has no responsibility or liability in connection therewith.

The Organization shall be responsible for verifying the accuracy and validity of the advice and/or deliverables it receives from Online Volunteers. The Online Volunteer shall not partake in any activities that could be detrimental to the Organization or to its objectives and the advice and/or deliverables the Online Volunteer will provide to the Organization will reflect the full extent of her/his knowledge and experience. The Registered User shall not apply for opportunities where s/he does not have the appropriate skills or qualifications. The Online Volunteer accepts sole responsibility in the case of her/his gross negligence or willful misconduct in connection with any online volunteering opportunity.

The User, registered or otherwise, agrees not to make any financial claims to other Users and/or to UNV.

The User, registered or otherwise, assumes all risks associated with dealing with other Users, registered or otherwise, with whom s/he comes in contact through the Platform. UNV expects that the User, registered or otherwise, will use caution and common sense when using this Platform.

3. Because User authentication on the Internet is difficult, UNV cannot and does not confirm that each User, registered or otherwise, is who s/he claims to be. Because UNV does not and cannot be involved in user-to-user dealings or control the behavior of Users on the Platform, in the event that the User, registered or otherwise, has a dispute with one or more Users, registered or otherwise, the User releases UNV and its agents and employees from claims, demands, and damages actual and consequential, direct and indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

4. Content may contain inaccuracies or typographical errors. Content provided on this Platform is 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. UNV specifically does not make any warranties or representations as to the accuracy or completeness of any such Content. UNV periodically adds, changes, improves, or updates the Content on this Platform without notice. Organizations are solely responsible for their postings on the Platform. UNV shall not be responsible for any decisions relating to engagement of Registered Users, for whatever reason made, by any entity posting online volunteering opportunities on this Platform. Under no circumstances shall UNV be liable for any loss, damage, liability or expense incurred or suffered which is claimed to result from use of this Platform, including without limitation, any fault, error, omission, interruption or delay with respect thereto. Use of this Platform is at User's sole risk. Under no circumstances, including, but not limited to negligence, shall UNV or its affiliates be liable for any direct, indirect, incidental, special or consequential damages, even if UNV has been advised of the possibility of such damages.

5. The User, registered or otherwise, is responsible for her/his own communications and is responsible for the consequences of their posting. The User, registered or otherwise, specifically acknowledges and agrees that UNV is not liable for any conduct of any User, registered or otherwise.

6. Use of any password-protected area of the Platform is restricted to the Registered User who has registered or otherwise been given permission and a password to enter such area. The password cannot be distributed to others. The Registered User is responsible for maintaining the confidentiality of her/his information and password. The

Registered User shall be responsible for all uses of her/his registration, whether or not authorized by him/her. The Registered User agrees to immediately notify UNV of any unauthorized use of her/his registration or password.

7. This Platform may contain advice, opinions, and statements, communications of various Users, registered or otherwise. UNV does not represent or endorse the accuracy or reliability of any advice, opinion, statement, communication or other information provided by any User, registered or otherwise, or other person or entity. Reliance upon any such advice, opinion, statement, communication or other information shall also be at the User's, registered or otherwise, own risk. Neither UNV nor its affiliates, nor any of their respective agents, employees, information providers or content providers shall be liable to any User, registered or otherwise, or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, alteration of, or use of any content herein, regardless of cause, for any damages resulting therefrom.

8. UNV acts as a passive conduit for the online distribution and publication of User-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by Users. If notified by a Registered User of communications which allegedly do not conform to these Terms of Use, UNV may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communication. UNV has no liability to Users, registered or otherwise, for performance or non-performance of such activities. UNV reserves the right to expel Users, registered or otherwise, and prevent their further access to the Platform for violating the Terms of Use or applicable law and the right to remove communications, which are abusive, illegal, or disruptive. UNV may take any action with respect to User-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability or embarrassment for UNV.

9. The User, registered or otherwise shall indemnify, hold and save harmless, and defend, at her/his own expense, UNV, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the User, or the User's employees, officers, agents or sub-Users, in the performance of this Agreement. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the User, her/his employees, officers, agents, servants or sub-Users. The obligations under this Article do not lapse upon termination of this Agreement.

10. This Platform may contain links and references to third-party websites. The linked sites are not under the control of UNV and UNV is not responsible for the contents of any linked site or any link contained in a linked site. UNV provides these links only as a convenience, and the inclusion of a link or reference does not imply endorsement of the linked site by UNV. If the User, registered or otherwise, decides to access linked third party websites, the User does so at her/his own risk.

11. This Platform may be used only for lawful purposes consistent with these Terms of Use. This Platform may contain bulletin boards, blogs, access to mailing lists or other message or communication facilities (collectively, "Forums"). The User, registered or otherwise, agrees to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, the User, registered or otherwise, agrees not to 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 incomplete, false or inaccurate biographical or organizational information or information which is not the User own accurate resume or organization description or any defamatory, infringing, obscene, indecent or unlawful material or information.

- (c) Post any franchise, pyramid scheme, club membership, distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commission only, requires recruitment of other members, sub-distributors or sub-agents.
- (d) Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless User owns or controls the rights thereto or has received all consents thereof as may be required by law.
- (e) Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, service to any User, host or network, or use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on this Platform, including, without limitation, via means of submitting a virus to any website, overloading, flooding, spamming, mail bombing or crashing.
- (f) Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded or delete or revise any material posted by any other person or entity.
- (g) Falsify the origin or source of software or other material contained in a file that is uploaded.
- (h) Send unsolicited e-mail, 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 User knows, or reasonably should know, cannot be legally distributed in such manner. i. Violate or attempt to violate the security of the Platform, including without limitation (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access, (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, or (iii) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

12. The User, registered or otherwise, acknowledges that all Forums are public and not private communications. Further, the User, registered or otherwise, acknowledges that chats, postings, conferences, emails and other communications by other Users, registered or otherwise, are not endorsed by UNV, and such communications shall not be considered reviewed, screened, or approved by UNV. UNV reserves the right for any reason to remove without notice any contents of the Forums received from the User, registered or otherwise, including without limitation email and bulletin board postings.

H. Country and area nomenclature; mention of companies or products

1. The use of particular designations of countries or territories does not imply any judgment by UNV as to the legal status of such countries or territories, of their authorities and institutions or of the delimitation of their boundaries. 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.

2. The mention of names of specific companies or products (whether or not indicated as registered) does not imply any intention to infringe proprietary rights, nor should it be construed as an endorsement or recommendation on the part of UNV.

I. Termination

1. UNV reserves its exclusive right in its sole discretion to alter, limit or discontinue the Platform or any Content in any respect. UNV shall have no obligation to take the needs of any User, registered or otherwise, into consideration in connection therewith.

2. UNV reserves the right to deny in its sole discretion any User, registered or otherwise, access to this Platform or any portion thereof without notice and terminate without cause this Agreement immediately at any time upon without incurring any liability whatsoever.

3. No waiver by UNV of any provision of this Agreement shall be binding except as set forth in writing signed by its duly authorized representative.