

# TERMS OF USE OF THE UNIFIED VOLUNTEERING PLATFORM

The access to and use of the Unified Volunteering Platform, including its subdomains, associated websites, mobile applications and extranets (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), such as Online Volunteering.

## 1. General

UNV maintains the Sites as a courtesy to those who may choose to access them. The Sites are administered by UNV.

The information presented in the Sites is for informative purposes only. Unless otherwise specified in any Special Terms that may apply, 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 User may need to register and/or create a User account to access 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 UNV 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 UNV. 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.

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;
- (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, host or network, or use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites or any activity being conducted on these Sites, 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 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 attempt 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) Falsify the origin or source of software or other material contained in an uploaded file;
- (j) 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;
- (k) Violate or attempt to violate the security of the Sites, 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.

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 the 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.

### **3. Disclaimers & Indemnification by User**

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

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.

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. 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.

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 the Sites, the Sites Features, the Materials and any Submission. 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, the Site Features or the Materials, 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. Under no circumstances, including but not limited to negligence, shall 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, the Submissions 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. Miscellaneous**

UNV periodically adds, changes, improves, and/or updates the Sites, the Materials on the Sites and the Site Features without notice. 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.

## **5. 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.

## **6. Web Privacy**

Your privacy when using UNV Sites is of utmost importance to UNV. This Section 6 describes UNV's policy concerning the gathering and sharing of Users' information through the Sites.

## **What information does UNV collect?**

### **Anonymous website usage**

In general, you can browse the Sites without telling us who you are or revealing any personal information about yourself. We gather general browsing data from standard server logs. These include 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**

When accessing the Sites, you may be asked to provide personal information. This information is collected only with your knowledge and permission and is kept in various UNV databases.

For example, if you register for a newsletter, log on to certain UNV sites, request information, provide feedback, apply for a volunteering opportunity, join a discussion group, or join an electronic mailing list, you will be required to provide personal information, such as your name, postal address and e-mail address. If you are applying to a volunteering opportunity, will also be asked to provide information about your past employment and academic background, among others. If you are making a donation, you may be asked to provide your credit card details.

Certain Sites with specific requirements to collect personal information may include a privacy policy specific to that site. In these cases, the site-specific policies will be complementary to this general UNV privacy policy and will give additional details on the privacy and use of personal information.

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

### **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 Sites.

By setting a cookie, UNV will remember you the next time you visit the Sites and, therefore, UNV will not have to ask questions that you have already answered.

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

## **What does UNV do with the information it collects?**

### **Anonymous web usage**

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

## **Use of Personally identifiable information**

UNV may use the personal information Users provide to, among other things:

- (a) Contact you – either in response to a query or suggestion, or to mail newsletters, documents, publications, etc. to you;
- (b) Manage and process your online application to a volunteering opportunity;
- (c) Confirm your registrations on the Sites;
- (d) Obtain payment for donations through the Sites (via credit card, PayPal or other);
- (e) Retain your online profile and preferences for future visits to the Sites;
- (f) Help you quickly find information that is relevant to you based on your interests, and help us create site content most relevant to you; and
- (g) Undertake statistical analysis.

The collection, retention and use of personally identifiable information will be subject to UNV's regulations, rules, policies, and procedures and to the Personal Data Protection and Privacy Principles available here [https://archives.un.org/sites/archives.un.org/files/\\_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf](https://archives.un.org/sites/archives.un.org/files/_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf).

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

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

## **Opting out and changing your information**

At any time, you can cancel or modify your information by returning to the Site where you first provided the information and contacting the focal point for that site/relevant UNV department or, in certain instances, such as donations, logging into your account and changing the information there.

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

## **Security**

We do not sell any personally identifiable information volunteered on the Sites nor do we share such information with any third party without the information owner's prior consent. We do, however, share some user information with our partners, selected agents, or service providers, for example, external contractors working to maintain our websites, for the sole purpose of helping us do our work.

UNV 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, UNV assumes no responsibility for the security of information.

## **Additional terms applicable to UNV Online Volunteering**

**In addition to the Terms of Use specified above, the following Special Terms will apply to Online Volunteering Opportunities.**

### **1. Definitions**

“Online volunteering Applicant” 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 UNV, whose account is publicly viewable on the Site and can submit online volunteering opportunity postings.

“Platform” or “Site” means the Unified Volunteering Platform.

“Registered User” is a User who has completed the registration process anywhere on the Platform.

### **2. General**

This Platform is a venue for Organizations to post online volunteering opportunities, and for Registered Users seeking online volunteering opportunities to post their applications.

UNV is not involved in the actual arrangements between Registered Users and Organizations and declines all liability regarding the relationship between them. The details of the engagement of the online volunteers 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.

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.

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.

UNV shall not be responsible for any decisions relating to the engagement of Online volunteer Applicants by the Organizations.

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.

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.

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.

### **3. Legal status**

The Online volunteer applicants, Users, Registered Users, and their personal shall not be considered in any respect as being the employee, staff or agent of UNV or the United Nations.

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

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