VMAM - Copyright and Terms of Use / Privacy Policy

28 April 2017

These are the Copyright and Terms of Use under which you may use the UN Volunteer Management Applications Modules (VMAM) service platform which is comprised of https://vmam.unv.org and its affiliated extensions with the URL format http://[AffiliateName].unv.org (collectively, the “Platform”).

Please read this carefully. If you do not accept the Copyright and Terms of Use stated herein, do not use the Platform. By using this Platform, you are indicating your acceptance to be bound by these Copyright and Terms of Use.

I. Copyright Notice

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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 information@unv.org.

The UNV, Volunteer Management Applications Modules service and Volunteer Management Applications Modules (VMAM) name and emblem are the exclusive property of UNV. They are protected under the Berne Convention for the Protection of Literature and Artistic works, under other international conventions and under national laws on copyright and neighboring rights. 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 information@unv.org.

II. Website Usage

A. 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 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) can access the Platform, for a User to become registered s/he must be beyond 18 years of age.
B. Disclaimers

1. As a condition of use of this Site, the User agrees to indemnify the United Nations and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys’ fees) arising out of the User’s use of this Site, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms and Conditions. If the User is dissatisfied with any Material on this Site or with any of its Terms and Conditions of Use, the User’s sole and exclusive remedy is to discontinue using the Site.

2. 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 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.

3. 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.

4. 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.

5. 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, regardless if authorized by him/her. The Registered User agrees to immediately notify UNV of any unauthorized use of her/his registration or password.

6. 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.

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.

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's 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 of 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.

7. 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.

C. 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.

D. Privileges and Immunities

1. Nothing herein or relating to this Agreement shall constitute or be considered a limitation upon or a waiver of, express or implied, of any of the privileges and immunities of the United Nations, including UNV, which are specifically reserved.

E. Settlement of disputes

1. Amicable Settlement: Any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof shall be settled amicably. Where such an amicable settlement is sought to be done through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or per such other procedure as may be agreed
2. Arbitration: Any dispute, controversy, or claim arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order 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 under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. All Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

F. 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.

III. Changes to the Copyright and Terms of Use

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.

PRIVACY POLICY

I. Overview

The United Nations Volunteers (UNV) programme is committed to respecting the privacy of its Users and to providing a safe, secure User experience. This Privacy Policy sets forth the online data collection and usage policies and practices that apply to the Volunteer Management Applications Modules (VMAM) platform which is comprised of https://vmam.unv.org and its affiliated extensions (an “Extension”) with the URL format http://unv.org (collectively, the “Platform”). By using the Platform the User consents to the policies and practices described in this Privacy Policy.

This Platform contains links to other websites over which UNV has no control. UNV is not responsible
for the privacy policies or practices of other websites to which the User chooses to link from this Platform. UNV encourages the User to review the privacy policies of those other websites so s/he can understand how they collect, use and share her/his information. This Privacy Policy applies solely to the information UNV collects on this Platform.

II. Collection and Retention of Information

In some areas of the Platform, and to become a Registered User of the Volunteer Management Application Modules, UNV requests or may request that the User provides personal information, including name, address, e-mail address, contact information, and any other information from which her/his identity is discernible. In other areas, UNV collects or may collect demographic information that is not unique to the User such as nationality, country of residence, age, gender, degree, area of expertise and employment status. Sometimes UNV collects or may collect a combination of the two types of information. An example of an area on the Platform where UNV collects personal or combined personal and demographic data is the registration page.

UNV also gathers or may gather certain information about the User’s use of this Platform, such as what areas the User visits and what services s/he accesses. Moreover, there is information about the User’s computer hardware and software that may be collected by UNV. This information can include without limitation the IP address, browser type, domain names, access times and referring website addresses.

UNV retains indefinitely all the information it gathers about the User to make her/his use of this Platform more efficient, practical and relevant. Of course, the User can correct or update her/his personal information at any time. Moreover, the User can withdraw from the Platform, in which event UNV will remove the User’s account profile information except for an archival copy, which is not accessible on the Internet.

III. Use of Information

UNV uses the information it gathers on the Platform, whether personal, demographic, collective or technical, for the purpose of operating and improving the Platform, fostering a positive User experience and facilitating the connection of candidates, UN Volunteers to Organizations as set forth in this Privacy Policy. User information is managed as follows:

All Registered Users maintain their information at the User profile page. The Platform eliminates automatically Users registered with an invalid email address.

For any questions about how UNV discloses its information, please see the UNDP Information Disclosure Policy to which UNV adheres.

UNV reserves the right to remove content on the Platform that violates this Privacy Policy or the Terms of Use or that UNV otherwise believes to be harmful.

IV. Disclosure of Information to Others

UNV does not disclose to third parties User’s personal information, combined personal and demographic information or information about her/his use of the Platform (such as areas User visits or services User accesses), except that:

(a) In case the User applies for a UN volunteering opportunity, certain Registered Users will be able to access part of the User’s personal profile such as name, email address and personal web pages as well as any additional personal and demographic information the User may submit with his/her application.

(b) In case the User is has a UN Partner account on the Platform or has been delegated opportunity management rights by the Site Administrator, Registered Users applying to an opportunity posted by the UN Partner will be able to access part of the User’s personal profile such as name and email address.
(c) UNV may disclose such information to companies and individuals UNV employs to perform functions on its behalf. Examples may include hosting the web servers, and analyzing data. These companies and individuals will have access to the User’s personal information as necessary to perform their functions, but they may not share that information with any other third party.

(d) UNV may disclose such information, subject to UNV privileges and immunities, if requested to do so by UNV’s internal governing and oversight bodies, including Member States, or if necessary in UNV’s sole discretion to protect UNV property or rights, prevent a crime or protect the safety of Users or the public.

V. Use of Cookies

The Platform uses “cookies” to help personalize and maximize the User’s online experience and time online. A cookie is a text file that is placed on the User’s hard drive by a web page server. Cookies are not used to run programs or deliver viruses to the User’s computer. Cookies are uniquely assigned to the User’s computer, and can only be read by a web server in the domain that issued the cookie to the User.

One of the primary purposes of cookies is to provide a convenience feature to save the User time. The purpose of a cookie is to tell the web server that the User has returned to a specific page. For example, if the User personalizes pages or registers, a cookie helps UNV to recall the User’s specific information (such as user name, password and preferences). Because of the use of cookies, UNV can deliver faster and more accurate results and a more personalized site experience.

The User may have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but the User can usually modify her/his browser settings to decline all cookies, if the User prefers. Alternatively, the User may be able to modify her/his browser settings to notify her/him each time a cookie is tendered and permit the User to accept or decline cookies on an individual basis. If the User chooses to decline cookies, however, that may hinder performance and negatively impact the User experience on the Platform.

VI. Updating Registered User Information

All Registered Users can correct, update or change their profile at any time from the User profile page accessible from the User account area of the Platform.

VII. Security

UNV has implemented reasonable technical and organization measures designed to secure the User’s personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, UNV cannot guarantee that unauthorized third parties will never be able to defeat those measures or use the User’s personal information for improper purposes.

UNV attempts to limit access to the User’s personal information to relevant Registered Users, but UNV cannot guarantee that other parties will not gain access to it. For example, Users may have retained a copy of the User’s information in their own file system or databases. UNV is not responsible for the retention, use or privacy of this information in these instances.

VIII. Changes to the Privacy Policy

Users should check this page periodically to review this Privacy Policy. UNV may, in its sole discretion, modify or revise the Privacy Policy at any time by updating this page.