

## Terms and conditions

The use of this web site constitutes agreement with the following terms and conditions:

- a) UN-Habitat maintains this web site (the "Site") as a courtesy to those who may choose to access the Site ("Users"). The information presented herein is for informative purposes only. UN-Habitat grants permission to Users to visit the Site and to download and copy the information, documents and materials (collectively, "Materials") from the Site 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 and conditions outlined below, and also subject to more specific restrictions that may apply to specific Material within this Site.
- b) UN-Habitat administers this Site. All Material on this Site from UN-Habitat appears subject to the present Terms and Conditions.
- c) Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Materials on this Site are those of the various United Nations staff members, consultants and advisers to UN-Habitat who prepared the work and do not necessarily represent the views of UN-Habitat or its Member States.

### Disclaimers

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This site may contain advice, opinions and statements of various information providers. UN-Habitat does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User of this Site or any other person or entity.

Reliance upon any such advice, opinion, statement, or other information shall also be at the User's own risk. Neither UN-Habitat nor its affiliates, nor any of their respective agents, employees, information providers or content providers, shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, deletion, defect, alteration of or use of any content herein, or for its timeliness or completeness, nor shall they be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting therefrom.

As a condition of use of this Site, the User agrees to indemnify UN-Habitat 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.

This Site may contain links and references to third-party web sites. The linked sites are not under the control of UN-Habitat, and UN-Habitat is not responsible for the content of any linked site or any link contained in a linked site. UN-Habitat provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by UN-Habitat.

If this Site contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively, "Forums"), the User agrees to use the Forums only to send and receive messages and materials that are proper and related to the particular Forum. By way of example and not as a limitation, the User agrees that when using a Forum, he or she shall not 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 defamatory, infringing, obscene, indecent or unlawful material or information;
- c) 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 therefor as may be required by law;
- d) 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;
- e) Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;

- f) Falsify the origin or source of software or other material contained in a file that is uploaded;
- g) 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 the User knows, or reasonably should know, cannot be legally distributed in such manner.

The User acknowledges that all Forums and discussion groups are public and not private communications. Further, the User acknowledges that chats, postings, conferences, e-mails and other communications by other Users are not endorsed by UN-Habitat, and that such communications shall not be considered to have been reviewed, screened or approved by UN-Habitat. UN-Habitat reserves the right to remove, for any reason and without notice, any content of the Forums received from Users, including, without limitation, e-mail and bulletin board postings.

The boundaries and names shown and the designations used on the maps on this site do not imply official endorsement or acceptance by UN-Habitat.

#### **Country and area nomenclature**

The designations employed and the presentation of material in this website do not imply the expression of any opinion whatsoever on the part of the Secretariat of UN-Habitat concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries. The term "country" as used in this material also refers, as appropriate, to territories or areas.

#### **Preservation of immunities**

Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of UN-Habitat, which are specifically reserved.

#### **General**

UN-Habitat reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any Materials in any respect. UN-Habitat shall have no obligation to take the needs of any User into consideration in connection therewith.

UN-Habitat reserves the right to deny in its sole discretion any user access to this Site or any portion thereof without notice.

No waiver by UN-Habitat of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.

## **Privacy notice**

By accessing this site, certain information about the User, such as Internet protocol (IP) addresses, navigation through the Site, the software used and the time spent, along with other similar information, will be stored on United Nations servers. These will not specifically identify the User. The information will be used internally only for web site traffic analysis. If the User provides unique identifying information, such as name, address and other information on forms stored on this Site, such information will be used only for statistical purposes and will not be published for general access. UN-Habitat, however, assumes no responsibility for the security of this information.

For the purposes of this policy, "Personal Information" is any information that enables us to identify you, directly or indirectly, by reference to any identifiers such as your name, address, phone number, email address, identification number, location data, online identifier or one or more factors specific to you as an individual.

### **In brief: How do we protect your Personal Information?**

We will not use your Personal Information other than for the purposes described in this policy.

We will not sell your Personal Information.

We will not keep your Personal Information for longer than is necessary for the stated purposes except to the extent required by law.

We will take all reasonable and necessary technical and organizational measures to protect your Personal Information. For example, we use third parties to host our website and provide services to us. We have implemented the necessary contractual arrangements to ensure the confidentiality and security of your personal data we share with them.

### **Account Information**

In order to create an account and access this site, certain types of Personal Information will be captured, such as name, city/town, country, e-mail address, username and password. Together with other types of Personal Information collected voluntarily from you (see below regarding such collection), this data will be used to create and maintain your user profile. Only the starred fields are mandatory when creating your account. We encourage users to use their real name as username as it will be used to issue your personalized certificates of completion for UN-Habitat Learn courses.

Additional data such as interests, profile picture, or additional contact details or social profiles can optionally be added by users on their profile. All of these details are optional.

UN-Habitat also hosts your personal learning record (i.e. courses you have enrolled in and/or completed), where your activities and achievements are saved.

### **User-Generated Content**

We collect any information that you provide to us when you write a comment through a chat session or discussion forums or submit feedback or post any other sort of content on this site.

### **Communications**

If you contact us directly, we may receive additional information about you. For example, when you contact our team, we may receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide. We remind you to never communicate your password by email, even with the UN-Habitat Learn team or another UN-Habitat staff member.

### **How do we use your personal information?**

- We will use your Personal Information only for the purposes indicated below and only when it is strictly necessary:
- Communicate with you (e.g. updates and system notifications) to provide you with services, such as “password reset” options;
- Inform you about latest developments and offerings from UN-Habitat Learn. You may unsubscribe from any of these communications;
- Recommend learning opportunities that are relevant to a learner’s context, preferences and needs;
- Establish contact between you and other learners, if you choose to turn on this function in your account;
- Help human resource departments of UN-Habitat and other partner institutions to keep track of training programmes of their staff;
- Enforce our Terms of Use, to defend our legal rights, and to comply with our legal obligations and policies.

### **How do we share your personal information?**

We generally do not share your Personal Information. We may share it only for the purposes indicated below and only when it is strictly necessary.

### **Why and how do we share your Personal Information?**

- To individual owners of courses offered on UN-Habitat Learn, interested in knowing more about the use of the courses they developed (e.g. number of enrollments, profile of users, their location). Most of the time this data will be aggregated and anonymized;
- To human resources representatives of partner institutions to encourage their staff members to complete certain courses on UN-Habitat Learn;

- We may share your learning activity and learning records with your line manager(s), system administrators and course tutors or facilitators;
- To third parties, such as servers and databases providers, for storage purposes;
- We may also disclose your Personal Information with your permission. We may seek your permission in various ways. For example, we may present you with an “opt-in” prompt when you set up an account or access certain content.

We will only transfer your Personal Information to trusted third parties who provide sufficient guarantees that your Personal Information will be kept secure.

Some of the third parties mentioned in this Privacy Policy may be located in countries outside your country of residence. Where we transfer your Personal Information outside of your country, we take steps to ensure that your Personal Information is treated securely. You agree to us handling your Personal Information in the manner set out in this Privacy Policy and that the obligations imposed by privacy laws in other countries may be less stringent than the requirements established by the privacy laws in your country. Where we transfer your Personal Information internationally we will take reasonable steps to ensure that your Personal Information is treated securely and the means of transfer provides adequate safeguards.

We will never sell your Personal Information.

### **Aggregate Data**

We may de-identify (i.e. anonymize), aggregate and share information collected through the site to third party providers for statistical analysis and other lawful purpose, including in research studies, publications, help trainers understand the profile of the learners, better understand the usage of the UN-Habitat Learn services and improve the operation of the site.

### **How can you control your personal information?**

You can edit most of your profile details at any time by logging into your account and selecting account management.

You can request deletion of your account by writing to [unhabitat-uni@un.org](mailto:unhabitat-uni@un.org).

Note that most forum posts can only be edited within a limited timeframe. If you wish to see a post deleted after that, please contact us at [unhabitat-uni@un.org](mailto:unhabitat-uni@un.org) with the URL of the forum page and details of the post.

Please note that we have no control over reposts of your content on other sites. Therefore, if we delete your Personal Information from our servers it does not mean that your information will be deleted from the Internet.

You can delete cookies at any time – we however encourage you to not do so in the middle of a session to avoid issues with course progress or completion tracking. Deleting UN-Habitat Learn cookies will terminate your session and you will need to authenticate again to continue using the site.

If you decide at any time that you no longer wish to receive marketing communications from us, please follow the unsubscribe instructions provided in any of the communications. You may also opt out from receiving email from us by sending your request to us by email at [unhabitat-uni@un.org](mailto:unhabitat-uni@un.org). Please be aware that, even after you opt out from receiving marketing communications from us, you may continue to receive administrative messages from us regarding this site.

### **How long do we keep your personal information?**

We will only use and store your Personal Information for so long as it is required for the purposes it was collected for and as specified in UN-Habitat's retention policy. We use your Personal Information as necessary to comply with our obligations, resolve disputes, or enforce our agreements and rights. Otherwise, we will seek to delete your Personal Information within a 2 month timeframe upon your written request.

### **Is the UN-Habitat Learn website secured?**

We are committed to protect your Personal Information through the implementation of encryption methods, secured login, firewalls, regular security patches and antivirus. Unfortunately, such precautions may not be sufficient to guarantee a complete security of your data. It is always a possibility that third parties may unlawfully intercept or access your Personal Information or private communications. So, although we work extremely hard to safeguard your Personal Information, we cannot guarantee that your information or communications will always remain private.

We also ask that you do your part to safeguard your Personal Information. Select and protect your password appropriately. Limit access to your account and sign out of your account once you have finished using this site. Also, be careful about connecting to the site using an insecure Wi-Fi. Public Wi-Fi, for example, is inherently insecure – so be cautious.

Should you have reasons to question the integrity of this site or your data, please do promptly contact us at [unhabitat-uni@un.org](mailto:unhabitat-uni@un.org).

### **What about links to third party sites referenced or embedded on the site?**

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### **Notifications of changes to this privacy policy**

We encourage you to check our Privacy Policy frequently. The "Last Updated" date at the bottom of this page indicates when this Privacy Policy was last revised. Your continued use of this site following these changes means that you accept the revised Privacy Policy.

## **Cookies**

When you use this site, we and our third-party service providers may collect information about you and your device through automated means, such as cookies and web server logs. Cookies are small text files which identify your computer, phone, and other devices to our server. By using this site, you consent to the placement of cookies and similar technologies in your browser in accordance with this Privacy Policy. The information collected in this manner includes your IP address, network location, what browser you are using, device IDs and characteristics, operating system version, language preferences, referring URLs, and information about the usage of this site.

We use this information, for example, to ensure that the site functions properly, to determine how many users have visited certain pages, or to prevent fraud. We use IP address information to derive location of the device used to access the site. We also work with analytics providers, such as Google Analytics which use cookies and similar technologies to collect and analyze information about use of the site and report on activities and trends. This service may also collect information about the use of other websites, apps, and online resources. You can learn more about Google's practices by going to <https://www.google.com/policies/privacy/partners/>.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html> for more general information about cookies. If, however, you do not accept UN-Habitat Learn's cookies, you may experience some inconvenience in your use of this site. In order to use the site, you will need to ensure that your browser is configured to accept cookies from the site. You can delete cookies after each visit, if you wish to.

## **Contact us**

If you have any questions about this Privacy Policy, please contact us at [unhabitat-uni@un.org](mailto:unhabitat-uni@un.org).

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