



unitar

United Nations Institute for Training and Research

Disclaimer

Terms and Conditions of Use of the United Nations Institute for Training and Research (UNITAR) virtual learning environment, respective e-Learning courses, and materials¹

The use of this web site constitutes agreement under the following conditions:

- (a) UNITAR maintains its virtual learning environment (VLE), respective e-learning courses, and materials for registered "Users" who were given authorized access to them over a given period of time. The information presented therein is for informative purposes only. UNITAR grants permission to Users to visit the VLE's e-learning courses and to download and copy the information, documents and materials (collectively, "Materials"). The Materials are for personal and non-commercial use, without any right to resell or redistribute them, or to compile or create derivative works there from. Specific Materials within e-Learning courses may also be subject to more specific restrictions.
- (b) UNITAR administers its VLE and respective e-Learning course. All Materials on e-Learning courses are subject under the present Conditions.
- (c) Unless expressly stated otherwise, findings, interpretations and conclusions on the Materials available on e-Learning courses are the expression of staff members, consultants and advisers of UNITAR or other United Nations organizations who developed the work. The Materials do not necessarily represent the views of UNITAR, the United Nations or its Member States.
- (d) Materials available on e-Learning courses are provided "as is" and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. UNITAR specifically does not make any warranties or representations to the accuracy or completeness of any Materials. UNITAR may periodically change, improve or update the Materials on the e-Learning courses without notice. In no event shall UNITAR be liable for any direct, indirect, incidental, special, punitive or consequential damages (including, without limitation, loss of use, loss of profits or revenues or other economic loss of licensee or any third party) that is claimed to have resulted from the use of e-Learning courses, even if UNITAR or the United Nations have been advised of the possibility of such damages. The use of the e-Learning courses is at the User's sole risk. Users specifically acknowledge and agree that the United Nations and UNITAR are not liable for any conduct of any Users.

¹ Adapted from Administrative Instruction ST/AI/2001/5*
[http://www.undg.org/docs/10365/st_ai_2001_5.pdf]



- (e) The e-Learning courses may contain advices, opinions and statements of various information providers. UNITAR does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any Users of the e-Learning courses, 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 UNITAR nor the United Nations, nor its affiliates, nor any of their respective agents, employees, information providers or content providers, shall be liable to any Users 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. Neither UNITAR nor the United Nations, nor its affiliates, nor any of their respective agents, employees, information providers or content providers shall be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting there from.
- (f) As a condition of use of e-Learning courses, Users agree to indemnify UNITAR and 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 e-Learning courses including, without limitation, any claims alleging facts that if true would constitute a breach by the Users under those Conditions. If the Users are dissatisfied with any Materials on the e-Learning courses or with any of its Conditions of use, the User's sole and exclusive remedy is to discontinue using the e-Learning courses.
- (g) Materials on the e-Learning courses may contain links and references to third-party web sites. The linked web sites are not under the control of UNITAR or the United Nations. Neither UNITAR nor the United Nations are responsible for the content of any linked web site or any link contained in a linked web site. UNITAR provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked web site by UNITAR or the United Nations.
- (h) In the case of e-Learning courses containing bulletin boards, discussion boards, chat rooms, access to mailing lists or other messages or communication facilities (collectively, "Forums"), Users agree 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, Users agree that when using the Forums, he or she shall not do any of the following:
- i. Defame, discriminate, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - ii. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
 - iii. 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 there for as may be required by law;



- iv. 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;
 - v. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
 - vi. Falsify the origin or source of software or other material contained in a file that is uploaded;
 - vii. 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.
- (i) Users acknowledge that all Forums and discussion groups are public and not private communications. Further, Users acknowledge that chats, postings, conferences, e-mails and other communications by other Users are not endorsed by UNITAR or the United Nations, and that such communications shall not be considered to have been reviewed, screened or approved by UNITAR or the United Nations.
- (j) UNITAR reserves the right to remove for any reason and without notice, any content of the Forums received from Users, including, without limitation, emails and bulletin board postings.

Preservation of immunities

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

General

No waiver by the United Nations Institute for Training and Research of any provision of these Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.

The designations employed and the presentation of Materials in this Internet publication do not imply the expression of any opinion whatsoever on the part of UNITAR or the United Nations 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 may be used in the Materials also refers, as appropriate, to territories or areas. The designations "developed" and "developing" regions are intended for statistical and analytical convenience and do not express a judgment about the stage reached by a particular country or area in the development process.
