TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (“**Terms and Conditions**”) govern each end user’s (“**User**” or “**you**”) use of the Human Trafficking Case Data Standards located at  https://github.com/UNMigration (“HTCDS”), hosted and administered by the International Organization for Migration (“**IOM**”).

1. **Scope**

The Human Trafficking Case Data Standard (HTCDS) is a global format and common approach to describing case data related to human trafficking.

The purpose of -HTCDS is to be a reference for organisations handling cases related to human trafficking, technology service providers and independent software vendors (ISVs) and to enable these organisations around the world to describe information related to human trafficking cases in a consistent way by

1 – - using common terminology and language describing important aspects of trafficking case data.

2 - --enabling precise comparisons across datasets and geographic regions, -

3 - Supporting interoperability and data exchange between systems, services and organisations. This includes process-centric integration as well as aggregate data analysis such as that provided by the Collaborative Trafficking Data Collaborative (CTDC, available from <https://www.ctdatacollaborative.org/>).

1. **Rights, obligations and responsibilities of Users**

Any person who accesses or uses HTCDS is a *User*.

*A User is authorized to* :

* access HTCDS and view the materials contained therein;
* download and create material derived from or based upon the materials contained in HTCDS (=derivative materials). This includes, but is not limited to translated, altered, arranged, used for research and publications, transformed, or otherwise modified materials;
* download, store, modify, print and publish the materials contained in HTCDS for non-commercial use only, in particular for research and publications, without, inter alia, the right to sell, directly reproduce or redistribute the original materials.

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*A User must* :

* credit all publication that uses or relies on materials from HTCDS, to HTCDS as outlined in Section 3 below. All Users must comply with the Terms and Conditions. All rights not expressly granted in this Terms and Conditions are hereby reserved. Accordingly, Users are hereby prohibited from using HTCDS in any manner that is not expressly and unambiguously authorized by these Terms and Conditions.
* obtain written consent from IOM prior to reposting, rehosting or copying any information obtained from HTCDS that might lead to a duplication of the materials hosted on HTCDS;

*In particular, but not limited, all Users must not* :

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* reproduce the raw materials on HTCDS entirely or partially or published entirely or partially in any form;
* modify, manipulate or alter any portion of information of HTCDS;
* use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of HTCDS or in any way reproduce or circumvent the navigational structure or presentation of HTCDS to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through HTCDS;
* attempt to gain unauthorized access to any systems or networks connected to HTCDS or to any IOM server or to any of the services offered on or through HTCDS, by hacking, password "mining," or any other illegitimate or prohibited means;
* probe, scan, or test the vulnerability of HTCDS or any network connected to HTCDS;
* reverse look-up, trace, or seek to trace any information on any other User of or visitor to HTCDS;
* take any action that imposes an unreasonable or disproportionately large load on the infrastructure of HTCDS or IOM's systems or networks or any systems or networks connected to HTCDS or use any device, software, or routine to interfere with the proper working of HTCDS or any transaction conducted on HTCDS, or with any other person's use of HTCDS;
* manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to IOM on or through HTCDS.

1. **Intellectual Property**

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IOM grants Users a royalty-free, non-commercial, perpetual, irrevocable, non-exclusive license to use, reproduce, adapt, publish and distribute any item or part thereof for the purpose of HTCDS or any related activity for the purpose of describing information related to human trafficking cases in a consistent way , in accordance with these Terms and Conditions.

When using the materials of HTCDS, the User shall, at all times, credit the HTCDS as a source, unless explicitly otherwise agreed on by IOM. The User must include the URL of the materials used as well as the following credit line:  
“Source: Human Trafficking Case Data Standards (HTCDS), [month, year].”

1. **IOM’s Name and Logo**

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1. **Disclaimer**

The information provided in HTCDS is provided on an "as is" basis, without warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. IOM does not make any warranties or representations as to the appropriateness, quality, timeliness, accuracy or completeness of the information.

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Neither IOM nor any of its employees accept any responsibility whatsoever for the appropriateness, quality, accuracy, timeliness and completeness of the materials. Further, neither IOM nor any of its employees shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, timeliness, incompleteness, deletion, defect, failure of performance, computer virus, communication line failure, alteration or use of any content published on HTCDS, regardless of cause, or for any damages and loss resulting therefrom.

1. **Boundaries and Geographic Names**

The depiction and use of boundaries, geographic names, and related data shown on maps and included in lists, tables, documents, and databases on the website are not warranted to be error free nor do they imply judgment on the legal status of any territory, or any endorsement or acceptance of such boundaries by IOM.

1. **Other Websites**

IOM does not necessarily support policies and beliefs of organizations and individuals listed or referred to in materials held on the HTCDS site.

IOM does not provide any warranties and specifically disclaim any liability whatsoever in connection with third party websites or links. IOM provides linked sites only as a convenience and the inclusion of a link or reference does not imply the endorsement of the linked site by IOM.

**8. Advice, Opinions, and Statements**

HTCDS site may contain advice, opinions, and statements of various information and content providers. IOM does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider or content provider, any User of HTCDS or any other person or entity. Reliance upon any such opinion, advice, statement, or other information shall be at a User's own risk.

**9. Bugs, Virus, Malicious Code, etc.**

While IOM makes every effort to ensure the materials available on HTCDS are free of any software virus, it cannot guarantee that the materials are free from any or all software viruses. IOM is not responsible for any loss or damage caused by software and related codes, including viruses and worms.

**10. Security Measures**

HTCDS implements a series of technologies and security measures, such as encryption and/or authentication tools, in order to safeguard the information maintained on IOM's systems from misuse, unauthorized access or disclosure, alteration, or loss.

Although IOM applies reasonable means to ensure that the information Users furnish is not used by third parties for purposes other than that for which it was provided, IOM cannot guarantee that unauthorized third parties will never be able to defeat security measures or use the Users’ personal information for improper purposes. Users should be aware that no transmission of information via the internet is ever totally secure. Transmission is therefore at a User’s own risk.

**11. Messages addressed to IOM or HTCDS**

IOM attempts to respond to messages directed at the organization. However, IOM is under no obligation whatsoever to respond to any or all such messages.

**12. Modification of the Terms and Conditions**

IOM reserves the right, at its sole discretion, to modify these Terms and Conditions. IOM will post the latest version of the Terms and Condition in HTCDS: [Terms and Conditions](https://github.com/UNMigration/HTCDS/blob/master/Terms%20of%20use.docx). The most recent Terms and Conditions shall apply and it is the sole responsibility of the Users to review and comply with the current Terms and Conditions whenever accessing or using HTCDS.

**13. Termination, Denying Access**

These Terms and Conditions will take effect at the time you agree to it. Your right to use HTCDS and any material from HTCDS will terminate automatically if you (i) fail to comply with these Terms and Conditions; or (ii) cease all use of HTCDS. IOM reserves the right to terminate or suspend the access to any User of HTCDS immediately, without prior notice or liability, for any reason. Upon termination, any and all right(s) to use HTCDS shall immediately cease and Users must promptly return to IOM or destroy all tangible embodiments of HTCDS in their possession or control and provide a certificate to IOM that all traces of the data have been destroyed.

All the provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

IOM reserves the right to deny, at its sole discretion, any user access to HTCDS or any portion thereof without notice.

**14. Dispute Resolution**

Any dispute, controversy or claim arising out of or in relation to the use of HTCDS and these Terms and Conditions thereof, shall be settled amicably by negotiation between the User and IOM (together “the Parties”).

In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

The present Terms and Conditions as well as the arbitration clause above shall be governed by the terms of the Terms and Conditions and supplemented by internationally accepted general principles of law for the issues not covered by the Terms and Conditions, to the exclusion of any single national system of law that would defer the Terms and Conditions to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by the Parties. This Article survives the expiration or termination of the Terms and Conditions.

**15. Entire Agreement**

These Terms and Conditions represent the entire agreement between you and IOM with respect to use of HTCDS, and hereby supersede all prior and/or contemporaneous communications and proposals, whether electronic, oral, or written between you and IOM.

**16. Privileges and Immunities**

Nothing in these Terms and Conditions affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

**17. Contact**

If you have any questions about these Terms and Conditions, please contact: [info@ctdatacollaborative.org](mailto:info@ctdatacollaborative.org).

**18. Personal Information**

IOM does not collect personal information, such as the name, mailing address, e-mail address, and other information of individual users, unless such information is voluntarily disclosed. In such event, IOM will only use the personal information for the purpose for which it was disclosed.

IOM does not sell, distribute or rent personal information collected on this website.

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