Terms and Conditions

1. **Introduction** These Terms and Conditions ("T&Cs") govern the use of the Gigacounts platform ("the Platform"), developed by UNICEF. By accessing or using the Platform, Users agree to abide by these T&Cs.

2. **Definitions**
   a. "User" refers to any entity or individual accessing and using the Platform.
   b. "ISP" refers to Internet Service Providers providing connectivity services to schools.
   c. "Contract" denotes any formal agreement or obligation monitored and managed on the Platform.
   d. "Service Level Agreement (SLA)" is a commitment between a service provider and a client that specifies the level of service, as outlined in a Contract.

3. **User Obligations**
   a. Users must provide truthful, accurate, and up-to-date data to the Platform.
   b. Users shall refrain from using the Platform for unlawful, misleading, or fraudulent purposes.
   c. Account security is the responsibility of the User. Sharing of account credentials is prohibited. d. Feedback and error reporting are encouraged, assisting in the improvement and stability of the Platform.

4. **Features and Limitations**
   a. The Platform provides an array of features to enhance transparency and efficiency in internet connectivity contracts for schools.
   b. Gigacounts does not supersede the authority of individual institutions but offers guidance based on collected data.
   c. While robust, the Platform may not cover all aspects or scenarios of contract management. Users should employ additional due diligence.

5. **Data Privacy and Protection**
   a. Data integrity is paramount. Data will only be used for the functionality of the Platform and will not be sold or shared with unrelated third parties.
   b. Security protocols are in place to prevent unauthorized access. However, in the event of a breach, Users will be notified promptly.
   c. Please refer to our comprehensive Privacy Policy for a detailed approach to data handling and user rights.

6. **Payments and Financial Management**

a. Gigacounts offers automated suggestions based on monitored performance data but remains an advisory tool.

b. Users retain the responsibility for final payment decisions, ensuring they align with individual contractual obligations and institutional policies.

7. **Liability and Indemnification**

   a. Giga, to the fullest extent permitted by law, disclaims all warranties, whether express or implied.

   b. Giga will not be liable for any indirect, incidental, or consequential damages arising out of the use or inability to use the Platform.

   c. Users agree to defend, indemnify, and hold harmless Giga, its parent organizations, and affiliates from claims, losses, damages, liabilities, including legal fees, arising from their violation of these T&Cs.

8. **Termination**

   a. Giga can suspend or terminate access for Users found to be breaching these T&Cs or engaging in illegal activities.

   b. Users can request account deactivation at any time, which will be processed in accordance with our data retention policies.

9. **Open-Source Licensing**

   a. **License Grant**: The Gigacounts platform is licensed under the GNU General Public License v3.0 (GPL-3.0). By using, modifying, or distributing the software, Users agree to abide by the terms set forth in this license.

   b. **Modifications**: Users are free to modify the Gigacounts platform's source code for their purposes, as permitted by the open-source license. However, if the license is a copyleft license (like GPL-3.0), any derivative work must also be open-sourced under the same license.

   c. **No Warranty**: The Gigacounts platform is provided "as is" without any express or implied warranties. This includes, but is not limited to, the implied warranties of merchantability or fitness for a particular purpose.

   d. **Attribution**: Users who modify or distribute the Gigacounts platform must give appropriate credit, provide a link to the license, and indicate if changes were made. They must not suggest that Giga endorses them or their use of the work.

   e. **Upstream Contributions**: While not obligatory, Users are encouraged to contribute back any significant modifications or improvements to the Gigacounts platform to benefit the broader community.

   f. **Forks and Distributions**: If Users "fork" (create a new version of) Gigacounts or distribute their own versions, they must ensure their versions are compliant with the open-source

license terms and are clearly distinguished from the main Gigacounts platform to avoid confusion.

g. **No Misrepresentation**: Users must not misrepresent the Gigacounts platform's origins or functionality. Modified versions must not be presented as the original Gigacounts platform.

h. **External Dependencies**: The Gigacounts platform may rely on other open-source software or libraries. It's the responsibility of the User to ensure they comply with those licenses when using or distributing the Gigacounts platform.

10. **Limitations on Use for Open Source Code**

a. **Non-commercial Use**: While the Gigacounts platform is open source, it is developed for the primary objective of connecting schools to the internet. Users are encouraged to respect this objective and refrain from repurposing the code for unrelated commercial ventures without explicit permission.

11. **Changes to the T&Cs** Giga reserves the right to amend, modify, or replace these T&Cs at its discretion. Users will be notified in advance of significant changes. Continued usage post-modification implies consent to the revised T&Cs.

12. **Governing Law** These T&Cs and any disputes arising therefrom will be governed by the laws of Swirzerland, and all parties consent to the exclusive jurisdiction of the courts located therein.

13. **Contact** For clarifications, suggestions, or concerns regarding these T&Cs, please reach out via giga@unicef.org