

Terms & Conditions

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(b) GeSI administers this Site. All Materials on this Site from GeSI appears subject to the present Terms and Conditions.

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Materials provided on this Site are provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

GeSI specifically does not make any warranties or representations as to the accuracy or completeness of any such Materials. GeSI periodically adds changes, improves or updates the Materials on this Site without notice.

Under no circumstances shall GeSI be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of this Site, including, without limitation, any fault, error, omission, interruption or delay with respect thereto.

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The User specifically acknowledges and agrees that GeSI is not liable for any conduct of any User.

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As a condition of use of this Site, the User agrees to indemnify GeSI 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 websites. The linked websites are not under the control of GeSI, and GeSI is not responsible for the content of any linked website or any link contained in a linked website. GeSI 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 GeSI or its member companies.

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 therefore 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 GeSI, and that such communications shall not be considered to have been reviewed, screened or approved by GeSI. GeSI 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.

General

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

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

No waiver by GeSI 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 Statement

Effective Date: 1 September 2012

The Global e-Sustainability Initiative (GeSI) is committed to safeguarding your privacy. This Privacy Statement describes GeSI's policies and procedures on the collection, use, and disclosure of your personal information. If you do not agree to be bound by this Privacy Statement, please do not use or submit any information to this Site.

This Privacy Statement incorporates GeSI's Terms & Conditions. We strongly encourage you to review the Terms & Conditions above.

Collection and Use

GeSI gathers two basic types of information through the Site: "Personal Information" and "Non-Personal Information". Personal Information is information that identifies you as an individual; that is, your name, postal address, telephone number, e-mail address, profile information and user name. Non-Personal Information is aggregated information, demographic information, IP addresses and any other information that does not reveal specific identifying information about you.

GeSI collects your personal information in a variety of ways. Much of this information is provided directly from you, for example, when you provide us with your name, e-mail address, and other information, either through our Site or when participating in our events.

As a membership organisation, GeSI works closely with its members as well as other partners in the pursuit of its goals and objectives. GeSI and its partners may share Personal Information, in accordance with the privacy policy of each of these institutions, for the purpose of organising their activities and disseminating information.

Cookies and Other Technology

GeSI also collects information from you when you interact with our Site. For example, we use "cookies", data that a web server transfers to an individual's computer for recordkeeping purposes. Cookies are an industry standard used by most websites, and can facilitate users' ongoing access to and use of a particular website. Cookies do not cause damage to your computer systems or files. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies, or to be given the choice of declining or accepting the transfer of a particular cookie, or cookies from a particular website, to your computer.

Disclosure

Neither GeSI, nor its partners will sell or rent your personal information under any circumstances. In addition, it is not our policy to share or disclose your personal information without first receiving your express permission, subject to the following exceptions:

- GeSI may disclose your personal information to third party service providers that help provide services on our behalf.
- GeSI may disclose information about its users if required to do so by law or in its good-faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process.
- GeSI may disclose information about its users to law enforcement officers or others, in its good faith belief that such disclosure is reasonably necessary to enforce our Terms & Conditions, respond to claims that any posting or other content violates the rights of third-parties, or

protect the rights, property, or personal safety of, as appropriate, GeSI, its users, or the general public.

- GeSI may take your personal information and aggregate it with other users' information (so that it is anonymous and does not identify you) and present the statistics to potential donors or use such information for other purposes related to improving our activities and impact.

Reviewing, Changing and/or Deleting your Personal Information

You may request to review, change and/or delete any personal information you have on file with us at any time by sending an e-mail to info@gesi.org.

Our Policy towards Children

GeSI does not knowingly or intentionally collect information from children under the age of 13. If you are under the age of 13, please do not register with GeSI or provide any personal information about yourself to us. If you are 13 years old or older, we still recommend that you obtain your parental or guardian consent before providing your information to us. If you believe that we have collected information from a child under 13 years old, please contact us at info@gesi.org.

Notice Regarding Security

GeSI seeks to have security measures and tools in place to help protect against the loss, misuse and alteration of the information under our control. Unfortunately, there is no such thing as perfect security in an online environment. As a result, we cannot, and do not, guarantee the security of any information you transmit to us through or in connection with this Site or that GeSI stores on our or our agents' systems.

Third Party Sites

This Site may contain links to third party websites. These linked websites are not under GeSI's control and GeSI is not responsible for the privacy practices or the contents of any such linked website, or any link contained in any linked website. GeSI provides such links only as a convenience, and the inclusion of a link on this Site does not imply endorsement of the linked website by GeSI. If you provide any Personal Information through any such third party website, your interaction will occur on such third party's web site (not this Site) and the Personal Information you provide will be collected by, and controlled by the privacy policy of, that third party. GeSI recommends that you familiarise yourself with the privacy policies and practices of any such third parties. PLEASE NOTE THAT THIS POLICY DOES NOT ADDRESS THE PRIVACY OR INFORMATION PRACTICES OF ANY THIRD PARTIES.

Applicable Laws

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Please be aware that we may transfer any Personal Information that we collect through this Site to countries, including the United States, that may not provide the same level of data protection as your home country. By using this Site, you consent to such transfer of your Personal Information.

Changes to this Policy

We reserve the right to change this Privacy Statement. We recommend that you check this Site from time to time as we may revise this Privacy Statement. The most current version of the policy will govern our use of your information and will always be at [[include link to where the policy uploaded on the new GeSI website](#)]. By continuing to use this Site after those changes become effective, you agree to be bound by the revised Privacy Statement.

Questions

GeSI is committed to your privacy. If you have any questions about how we got your email address or about how we use your information, please contact info@gesi.org.