

# ISA WEBSITE AND MOBILE APP TERMS OF USE AND PRIVACY POLICY

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Terms of Use
Privacy Policy

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The ISA website and Mobile App provides various services and projects to improve User experience. These are subject to change in accordance with these Terms of Use.

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The designations employed and the presentation of the information in the Website and/or Mobile App do not imply the expression of any opinion whatsoever on the part of the ISA 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 mention of specific companies or of certain manufacturers' products does not imply that they are endorsed or recommended by the ISA in preference to others of a similar nature that are not mentioned.

The ISA does not warrant that the information contained on the Website and/or Mobile App is complete and correct and shall not be liable whatsoever for any damages incurred as a result of its use.

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

- a) The International Solar Alliance maintains the web site (the "Site") and/or Mobile App (the "App") as a courtesy to those who may choose to access the Site and/or App ("Users"). The information presented herein is for informative purposes only. The ISA grants permission to Users to visit the Site and/or App and to download and copy the information, documents and materials (collectively, "Materials") from the Site and/or App 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 the Site and/or App.
- b) The ISA administers the Site and App. All Material on the Site and App from the ISA appears subject to the present Terms and Conditions.
- c) Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Materials on the Site and/or App are those of the various ISA staff members, consultants and advisers to the ISA Secretariat who prepared the work and do not necessarily represent the views of the ISA or its Member States.

### Disclaimers

Materials provided on the Site and App 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. The ISA specifically does not make any warranties or representations as to the accuracy or completeness of any such Materials. The ISA periodically adds, changes, improves or updates the Materials on the Site and App without notice. Under no circumstances shall the ISA be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Site and/or App, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Site and/or App is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the ISA or its affiliates be liable for any direct, indirect, incidental, special or consequential damages, even if the ISA has been advised of the possibility of such damages.

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

The Site and App may contain advice, opinions and statements of various information providers. The ISA 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 the Site or App 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 the ISA 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 the Site and App, the User agrees to indemnify the ISA 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 the Site and/or App, 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 the Site and/or App and/or with any of its Terms and Conditions of Use, the User's sole and exclusive remedy is to discontinue using the Site and/or App.

The Site and App may contain links and references to third-party websites. The linked sites are not under the control of the ISA, and the ISA is not responsible for the content of any linked site or any link contained in a linked site. The ISA 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 the ISA.

If the Site or App 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 the ISA, and that such communications shall not be considered to have been reviewed, screened or approved by the ISA. The ISA 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 the Site or App do not imply official endorsement or acceptance by the ISA.

#### Terms of Use

### A. General

- 1. Use of this website constitutes agreement with the Terms of Use contained herein.
- 2. The ISA Secretariat ("ISA") maintains the website (the "Site") and Mobile App (the "App") as a courtesy to those who may choose to access the Site and/or App ("Users"). The information presented herein is for informative purposes only. The ISA grants permission to Users to visit the Site and to download and copy the information, documents and materials (collectively, "Content") 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 herein,

- and also subject to more specific restrictions that may apply to specific Content within the Site and/or App.
- 3. The Site and App are not intended for children and ISA does not knowingly collect personal information relating to children. In line with the United Nations Convention on the Rights of the Child (UNCRC), ISA recognises that all children, (meaning children under the age of 18 years), have a right to protection and freedom from abuse, including exploitation, regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity. For more details, please visit ISA's Child Protection Policy.
- 4. The ISA administers the Site and App. All Content on the Site and App from the ISA and all Users, whether registered or otherwise, are subject to the present Terms of Use.
- 5. Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Content on the Site and App are those of the various ISA staff members, consultants and advisers to the ISA who prepared the work and do not necessarily represent the views of the ISA, its subsidiary organs or its affiliates or its Members.
- 6. The ISA reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or App or any Content in any respect. The ISA shall have no obligation to take the needs of any User into consideration in connection therewith.
- 7. The ISA reserves the right to deny in its sole discretion any User access to the Siteor App or any portion thereof without notice.
- 8. No waiver by the ISA of any provision of these Terms of Use shall be binding except asset forth in writing and signed by its duly authorized representative.

#### B. Disclaimer

- 9. As a condition of use of the Site or App, the User agrees to indemnify the ISA 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 the Site or App, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms of Use. If the User is dissatisfied with any Content on the Site or App or with any of its Terms of Use, the User's sole and exclusive remedy is to discontinue using the Site or App.
- 10. Content may contain inaccuracies or typographical errors. Content provided on the Site and App 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. The ISA specifically does not make any warranties or representations as to the accuracy or completeness of any such Materials. The ISA periodically adds, changes, improves or updates the Materials on the Site and App without notice. Under no circumstances shall the ISA or its affiliates be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Site and/or App, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Site and/or App is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall the ISA or its affiliates be liable for any direct, indirect, incidental, special or consequential damages, even if the ISA has been advised of the possibility of such damages.
- 11. The User specifically acknowledges and agrees that the ISA is not liable for any conduct of any User.
- 12. The Site and App may contain advice, opinions and statements of various information providers. The ISA 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 the Site or App 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 the ISA, its subsidiary organs 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.

- 13. The Site and App may contain links and references to third-party web sites. The linked sites are not under the control of the ISA, and the ISA is not responsible for the content of any linked site or any link contained in a linked site. The ISA 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 the ISA. If the Site or App 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:
  - i. Defame, 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, indecentor 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 therefor 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.
- 14. The User acknowledges that all Forums and discussion groups are public and not private communications. Further, the User acknowledges that chats, postings, conferences, emails and other communications by other Users are not endorsed by the ISA, and that such communications shall not be considered to have been reviewed, screened or approved by the ISA. The ISA reserves the right to remove, for any reason and without notice, any content of the Forums received from Users, including, without limitation, email and bulletin board postings.
- 15. Official ISA Social media accounts:

i. Facebook: https://www.facebook.com/InternationalSolarAlliance/

ii. Twitter: <a href="https://twitter.com/isolaralliance">https://twitter.com/isolaralliance</a>

iii. YouTube: https://www.youtube.com/channel/UCenJjENDpDfeCr0Ry-f6zsg

iv. LinkedIn: https://www.linkedin.com/company/internationalsolaralliance

v. Instagram: https://www.instagram.com/isolaralliance/?hl=en

16. Disclaimers on social media: The ISA does not guarantee the truthfulness,

accuracy, or validity of any comments posted to its social media outlets (blogs, social networks, message boards/forums, etc.) Users must not post any content that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to any person or entity. The ISA reserves the right to delete or edit any comments that it considers inappropriate or unacceptable. The ISA social media team also deletes off topic comments in order to foster conversations about the topics shared on this page.

- 17. Pop-up advertisements: When visiting the ISA website, your web browser may produce pop-up advertisements. These advertisements were most likely produced by other websites you visited or by third party software installed on your computer. The ISA is not responsible for, nor approves, authorizes or endorses the content of the source, link or any pop-up messages that you have received in connection with that source or link, nor does the ISA endorse or recommend products or services for which you may view a pop-up advertisement on your computer screen while visiting our site.
- 18. Push notifications: if you are using the ISA website or Mobile App, you may receive push notifications. These include notifications as to general meeting information, and notifications as to ISA news alerts. You may in most cases opt out of receiving push notifications by going to your device "Settings" and clicking on "Notifications", and then changing those settings for some or all of the apps on your device. (Different device configurations, or updates to devices, may affect or change how these settings work).

# C. Country and area nomenclature

The designations employed and the presentation of Content in this Internet publication do not imply the expression of any opinion whatsoever on the part of the ISA or its affiliates 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 Content also refers, as appropriate, to territories or areas. The designations "developed" and "developing" regions are intended for statistical and analytical convenience and do not necessarily express a judgement about the stage reached by a particular country or area in the development process.

### D. Preservation of immunities

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

# **Privacy Policy**

### Overview

Your privacy on the Internet is of utmost importance to the International Solar Alliance (hereinafter referred to as "ISA"). This privacy statement describes the ISA's policy concerning the gathering and sharing of visitors' information through ISA websites and Mobile App. It applies to all sites with the isolaralliance.org domain name or Mobile Apps made by ISA. By visiting these websites and Mobile App, you are accepting the practices described in this policy.

### What information does ISA collect?

### Anonymous website usage

In general, you can browse the ISA website and/or Mobile App without telling us who you are or revealing any personal information about yourself. We gather general browsing data from standard server logs. These may include your IP (Internet Protocol) address, domain name, browser type, operating system, and information such as the website that referred you to us, the files you downloaded, the pages you visit, and the dates/times of those visits.

# Collection of personally identifiable information

#### **ISA Website**

If you register for a newsletter or ISA journal, log on to certain ISA sites, request information, provide feedback, apply for a job, join a discussion group or join an electronic mailing list, you will be asked to provide personal information such as your name, postal address and email address. This information is collected only with your knowledge and permission, and is kept in various ISA databases. If you are making a donation, you may be asked to provide your credit card details.

If you are applying to a job, you will be asked to provide information about your past employment and academic background, among others. Please note that ISA does not charge a fee at any stage of its recruitment process (application, interview, processing, training, visa or other fee). This information is retained for an indefinite period of time. This information can be corrected, updated or deleted, either through modification of data within the account, or by contacting <a href="mailto:hr@isolaralliance.org">hr@isolaralliance.org</a>

ISA sites with specific requirements to collect personal information may publish a privacy policy specific for that site. In these cases, the site-specific policies will be complementary to this general ISA privacy policy, but will give additional details for that particular use.

Joining electronic discussion groups may mean that other participants of the discussion group (including non-ISA employees) will see personal information that you have volunteered. For open discussion groups, this information will be public.

### **ISA Mobile Application**

The Mobile App does not collect or store end-user data/information in the database. The Mobile App is used for the dissemination of knowledge and information regarding its activities and will not require any personally identifiable information of the user.

# **Disclosure of Information to Others**

ISA does not disclose to third parties User's personal information, combined personal and

demographic information or information about her/his use of the website (such as areas User visits or services User accesses), except that:

- a) In case the User applies for a ISA recruitment opportunity, the relevant secretariat officer(s) will be able to access part of the User's personal profile such as name, email address as well as any additional personal and demographic information the User may submit with his/her application.
- b) ISA may disclose such information to companies and individuals ISA employs to perform functions on its behalf. Examples may include hosting the web servers, and analyzing data. These companies and individuals will have access to the User's personal information solely as necessary to perform their functions.
- c) ISA may disclose such information, subject to ISA privileges and immunities, if requested to do so by ISA's Assembly including Member States, or if necessary in ISA's sole discretion to protect ISA property or rights, prevent a crime or protect the safety of Users or the public.

### Use of cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on the site.

By setting a cookie, ISA will remember you the next time you visit the site and therefore ISA will not have to ask questions that you have already answered (like User name, address information and preferences).

You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the site and may be required to re-enter information more frequently to use certain services on the site.

### What does ISA do with the information it collects?

#### Anonymous web usage

The information gathered during general browsing of the "isolaralliance.org" domain is used to analyze trends and usage of the ISA site and to improve the usefulness of the site. It isnot connected with any personal information. However, if you have registered with ISA in connection with any activity on the ISA site, the information we collect about your normalweb usage will be identifiable to you.

### Personally identifiable information

ISA may use the personal information you provide to:

- Contact you either in response to a query or suggestion, or to mail newsletters, documents, publications, etc. to you;
- Manage and process your job application;
- Confirm your registrations on the site;
- Obtain payment for donations through the site (via credit card);
- Retain your online profile and preferences for future visits to the site:
- Help you quickly find information that is relevant to you based on your interests, andhelp us create site contents most relevant to you;
- Undertake statistical analysis.

### What if I don't want to provide personal information?

Providing personal information on the ISA web site is optional. If you choose not to provide personal information, you can still browse and use the ISA site, but you will not be able to carry out certain actions such as making donations, registering for a newsletter, or applying for a job.

# Opting out and changing your information

At any time, you can cancel or modify your information by returning to the web page where you first provided the information and contacting the focal point for that page/relevant ISA department or, in certain instances, logging into your account and changing the information there.

You may elect to receive communications such as newsletters and other material from ISA. If you do, you will have the opportunity to stop receiving such communications at any time by logging into your account on the ISA site and editing your contact preferences or by clicking the unsubscribe link at the bottom of the emails.

### Security

We do not sell or share any personally identifiable information volunteered on the ISA site any third party without prior consent. ISA employs a range of techniques and security measures based on best practices to protect the information maintained on our system from loss, misuse, unauthorized access or disclosure, alteration, or destruction. However, ISA assumes no responsibility for the security of information.

### Links to other sites - Disclaimer

The site may contain hypertext links to other sites external to the ISA domain. ISA assumes no responsibility for those sites including the privacy practices or the content of such web sites.

#### **Notification of changes**

If ISA decides to change its privacy policy, ISA will post those changes to this page so that you are always aware of what information we collect and how we use it.

### **HOW WE PROTECT YOUR DATA**

The ISA intends to protect the quality and integrity of your personally identifiable information. We have implemented appropriate physical, technical, and organizational measures, including industry-standard encryption for transmission of credit card information, to help keep your information secure, accurate, current and complete.

If you have any concerns about the security and confidentiality of your Personal Information, please contact <u>it@isolaralliance.org</u>.

### **COMPLIANCE WITH THE EU GDPR DATA REGULATIONS**

The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union. It also addresses the export of personal data outside the EU.

We will use reasonable efforts to securely process all personal information in line with the

rights specified under the GDPR, in particular those related to the following requests:

- Access to your Personal Information;
- Correction of the Personal Information we hold:
- Deletion of your Personal Information;
- A restriction of processing of your Personal Information;
- Transfer of your Personal Information to another party: or.
- Objection to processing of your Personal Information based on the ISA's legitimate interests (or those of a third party) to use it.

Please send an email to it@isolaralliance.org if any of the following apply:

- You have any questions or requests regarding this policy;
- You would like to remove all Personal Information from our database;
- You would like to view Personal Information you shared with us;
- You would like to change your account preferences:
- You no longer wish to receive email updates from the ISA:
- You believe the ISA has erroneous or incomplete information about you; or,
- You believe a child below the age of 16 years may have submitted Personal Information without the consent of a parent or guardian.

For more information about your rights under the GDPR, please visit https://gdpr-info.eu/.

#### Contact us

If you have any questions or concerns about the International Solar Alliance privacy policy. please do contact us at info@isollaralliance.org