

TERMS AND CONDITIONS FOR USE OF THE PAHO CORE INDICATORS COLLECTION PLATFORM

The PAHO Core Indicators Collection Platform (THE “PLATFORM”) is provided by the Pan American Health Organization (“PAHO”) for the purpose of receiving information, data, documents, and other materials submitted by authorized users (“Users”). Users are solely responsible for the accuracy, completeness, reliability, legality, and timeliness of any information (“Data”) they submit through the Platform. The use of this PAHO platform constitutes your acceptance of the following Terms and Conditions.

Transfer of Data and use and publication of these by PAHO

By providing Data, the User:

- i. confirms that the Data has been collected in compliance with applicable national laws, in particular data protection laws that aim to protect the confidentiality of persons who can be identified;
- ii. the Data does not contain any malicious code, virus, or other harmful material and complies with any technical specifications communicated by PAHO;
- iii. confirms to have the full legal right to transfer the Data to PAHO for this purpose and that PAHO's use of the Data will not infringe any third-party intellectual property rights; and
- iv. acknowledges that PAHO does not accept any liability or responsibility and that PAHO will forward any third-party claim in this regard to the User so that the User can deal directly with such third party claims.

By accepting these Terms and Conditions, Users authorize PAHO to:

- 1) share the Data, in its entirety or partially, at PAHO's discretion, and its metadata on PAHO website;
- 2) analyze the Data submitted through the Platform;
- 3) document and publish said Data and the results of its analysis in reports, manuscripts and scientific publications; and
- 4) share the Data and results of its analysis among the countries of the Region of the Americas, and PAHO partners, all in accordance with PAHO's standards, policies, and procedures and what is established in these Terms and Conditions. This includes future

editions, in all languages and formats (print and non-print, including electronic formats) of such publications;

User credentials and account security

Users are responsible for maintaining the confidentiality of their account credentials and for all activities conducted through their accounts. Users shall promptly notify PAHO of any unauthorized access or suspected security incident.

Limitation of Liability

PAHO does not independently verify, validate, endorse, or guarantee the accuracy, quality, ownership, or legality of Data submitted by Users. Submission of Data through the Platform does not constitute approval, certification, or endorsement by PAHO.

PAHO reserves the right, but assumes no obligation, to review, monitor, reject, remove, modify, suspend, or restrict access to any submitted Data or User account at any time and without prior notice where PAHO determines, in its sole discretion, that such action is necessary or appropriate.

The Platform is provided "as is" and "as available," without warranties of any kind, whether express or implied, including but not limited to warranties of availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, or completeness.

PAHO shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of Data, loss of business opportunities, loss of profits, service interruptions, system failures, unauthorized access, cybersecurity incidents, or any other damages arising out of or relating to the use of, inability to use, or reliance upon the Platform, even if PAHO has been advised of the possibility of such damages.

PAHO shall not be responsible for any loss, corruption, deletion, alteration, delay, or failure in the transmission, storage, processing, or receipt of Data submitted through the Platform. Users are responsible for maintaining their own copies and backups of all information submitted.

The Platform may contain links to third-party websites or services. Such links are provided solely for convenience and reference. PAHO does not control, endorse, or assume responsibility for the content, security, availability, or practices of any third-party websites or services.

The use of country, territory, or geographic designations within the Platform shall not be construed as expressing any opinion whatsoever on the part of PAHO concerning the legal status of any country, territory, city, area, or its authorities, or concerning the delimitation of its frontiers or boundaries.

Users agree to defend, indemnify, and hold harmless PAHO, its officers, employees, representatives, and affiliates from and against any claims, actions, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (i) Data or

materials submitted by the User; (ii) the User's use of the Platform; (iii) violation of these Terms and Conditions; or (iv) infringement of any third-party rights.

Use of PAHO's Name

The name, acronym and/or logo of PAHO, and its brands are protected by international law. Except for author attribution purposes, they may not be used without the express prior written authorization of PAHO. The PAHO name, acronym, logo, and/or trademarks may also not be used for promotional purposes or in any way that indicates, suggests, or could be construed as association, affiliation, sponsorship, or endorsement of PAHO.

Modification or Discontinuation of the Platform

PAHO reserves the right, at any time and in its sole discretion, to modify, suspend, restrict, or discontinue the Platform, any functionality, submission process, data collection activity, or related service, temporarily or permanently, with or without prior notice. PAHO shall not be liable to any User for any modification, suspension, restriction, or discontinuation of the Platform or any part thereof.

Dialogue spaces

PAHO may offer spaces for dialogue or other communication tools. When using these tools, the User agrees to refrain from:

- a. Defame, insult, harass, threaten or engage in any other conduct that violates the rights of others;
- b. Disseminate, publish, or distribute defamatory, obscene, indecent, unlawful or immoral information or materials;
- c. Upload to the site or send email message attachments that contain computer programs or other materials protected by intellectual property laws (or by the right to privacy and publicity), without having the corresponding authorization;
- d. Do not include required references or legal notices, lie about the origin or present as their own computer programs or other materials contained in a file that is uploaded to the site;
- e. Advertise or sell goods or services, or conduct or promote surveys, contests, or chain letters, or download from a forum a file submitted by another user that the User knows, or reasonably should know, cannot be lawfully distributed in any way.

Privileges and Immunities

Nothing herein shall constitute or may be interpreted as a waiver, express or implied, of the privileges, immunities, and exonerations enjoyed by PAHO, in accordance with International Law, international treaties or conventions, or the legislation of their Member States.

Dispute resolution

Any dispute, controversy or claim that arises or derives from the use of the site or its materials will be resolved amicably between PAHO and the user. Unless disputes or controversies are resolved amicably within sixty (60) days after receipt by one of the parties of the other's request to attempt an amicable resolution, such dispute, controversy, or claim will be submitted by any of the parties to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force. The arbitral tribunal shall not be authorized to award punitive damages. Any arbitral award issued by virtue of the aforementioned arbitration will be considered as the final adjudication of the dispute, controversy or claim and will be binding on the parties.

If the user is not satisfied with any of the terms and conditions contained herein, they must refrain from using the site and any material contained herein.

In case of discrepancy between the Spanish and English text of these Terms and Conditions, the document in Spanish will prevail. PAHO reserves the right to take legal action to stop any infringement or breach of these Terms and Conditions.

PAHO may modify these Terms and Conditions at its sole discretion and will publish these modifications on this site. Using the PAHO site after these changes have been made constitutes user acceptance of the new Terms and Conditions. PAHO reserves the exclusive right to cancel the access of any user for infringement of rights or breach of these Terms and Conditions.

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