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The following terms of use (“Terms”) govern your use of this site and the WEPS Gender Gap Analysis Tool (“the Tool”) and serve as an agreement between you and us for your use of the site and the Tool. The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

1. Accepting the Terms

By creating a user account and using the Tool, you acknowledge that you have read and understood the Terms and that you agree to be bound by all of its provisions. If you are using the site and the Tool on behalf of a company or other legal entity, you are nevertheless individually bound by the Terms.

You should print or save a local copy of the Terms for your records.

2. Changes to the Terms

We may amend these Terms. You must look at the Terms regularly to check for such changes. Any such amendment will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amendment on the site. If you do not agree to any change to these Terms, you must discontinue using the site.

3. Intellectual Property Rights

The Tool or parts thereof may not be sold or disseminated for commercial use, nor incorporated into other printed or digital products. The questions and indicators of the Tool are the property of the Foundation for the Global Compact. As between you and us, we own all rights, title and interest in and to the site and the Tool, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, Shockwave files, etc.), code, data and materials thereon, the look and feel, design and organization of the site and the Tool, and the compilation of the content, code, data and materials on the site and the Tool, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of the site or the Tool does not grant to you ownership of any content, code, data or materials you may access on or through the site.

4. Prohibited User Conduct

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other users’ accounts; (4) ensure that you have the full authority and right to submit any information you enter through the site and the Tool.

You warrant and agree that, while using the Tool, you shall not: (1) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (2) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information,
or any other automatic means of obtaining lists of users or other information from or through the site or the Tool, including without limitation any information residing on any server or database connected to the site or the Tool; (3) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (4) use the site or the Tool in violation of our or any third party's intellectual property or other proprietary, contractual, or legal rights; or (5) use the site or the site's services in violation of any applicable law.

5. Privacy

You should carefully read our full Privacy Policy before deciding to become a user of the site and the Tool, as it governs our treatment of any information you submit to us. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

6. Termination

We reserve the right, in our sole discretion, to immediately modify, suspend or terminate the Site and/or Tool, and/or your access to some or all of them without cause and without notice.

7. Disclaimer

The Tool and the results provided by it are intended as a general guide to the issues covered. They must not be considered a substitute for legal advice and questions regarding the legal interpretation and application of the information should be directed to the appropriate legal counsel. Any actions taken or omissions or alterations made on the basis of this information are done at the user’s risk. The Foundation for the Global Compact is neither responsible nor liable for any direct, indirect, consequential, special, exemplary, punitive or other damages arising out of or in any way related to the application or use of the Tool and its information.

8. Limitation of Liability

THE FOUNDATION FOR THE GLOBAL COMPACT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, RESULTING FROM (A) THE USE OR THE INABILITY TO USE, OR THE CONTENT INCLUDED IN, THE SITE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (C) ANY BREACH OF THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions the above limitations and exclusions may not apply to you. In such states or jurisdictions, our liability is limited to the extent permitted by law, thereby minimizing our liability to you to the lowest amount permitted by applicable law.

9. Indemnification

You agree to indemnify and hold each of The Foundation for the Global Compact, its subsidiaries, affiliates, officers, directors, and employees harmless from any claim or demand (including, but not limited to, reasonable legal fees) made by any third party due to or arising out of your use of the site or Tool.
10. Applicable Law

These Terms will be governed by and construed in accordance with the laws of the State of New York, excluding provisions of that would result in choice of the law of another jurisdiction to govern these Terms. Jurisdiction for any court proceedings arising out of or relating to these Terms will be vested exclusively in, and all parties to these Terms expressly agree to be subject to the jurisdiction and venue of, the state or federal courts sitting in New York City, New York.

11. Waiver and Severability

No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms are the complete and exclusive statement of the agreement between you and the Foundation for the Global Compact concerning the site and/or the Tool. These Terms replace and supersede any prior or contemporaneous oral or written agreement and any other communications between you and us.