

## **Terms and Conditions of Use-EISA Electoral Integrity Tool**

By using the EISA Election Integrity Tool (EI Tool, or the Tool) you and the organisation you represent agree to abide by the Terms and Conditions of Use under which the tool works. These conditions are set out below. Please review these before using the tool.

This is an agreement for the use of the EI Tool including the website, software and the mobile app. This agreement is between the election observation group or election observation mission and EISA.

By registering and using the EI Tool you agree with and accept the terms of use as set out below as well as the terms set out in our privacy policy. You agree that registration with the tool and use of the tool by your organisation or observation mission shall constitute and legally bind the organisation as your acceptance of the Terms. If you are acting on behalf of a third-party, the same rules will apply and you accept and agree to our Terms and Conditions of Use.

### **The Purpose of the Tool**

The purpose of the tool is to guide election observation groups in assessing electoral processes by providing information and international standards for credible election and using a mathematical formula to score or rate an electoral process. Through this platform, observers are to generate a quantitative grade or score for a particular election based on an assessment of the election over the entire electoral cycle.

The website is designed to provide guidance in relation to election assessment, however, it is not designed to provide a definitive election assessment. EISA is not liable for any loss of damage arising out of the use of or relying on the content on the website.

### **Acceptable use**

You are free to use any of the information on the website in compliance with these Terms and Conditions of Use and in compliance with applicable laws relating to election observation and the role of election observers in an election. You may not use the EI Tool or its election assessment guidance in a way that breaches any applicable local, national or international law or regulation.

### **User Accounts**

- To use the Tool, your organisation or election observation mission must register with the EIT administrator designated by EISA.
- The Coordinator of each election observation mission will also be responsible for identifying and assigning the different user roles to the members of the election observation mission and advising the EIT administrator of the role of each user registered under that mission.

- Users are registered as per the role they play in the mission and can only access parts of the tool that their user role is authorised to access. For example, an assessor can only complete a preliminary assessment and cannot view the assessment of other assessors or the coordinator. The reviewer has access to all the assessments made by assessors and by the coordinators.
- Once registered a user account will remain operational for twelve months after the end of the mission following which the user will lose access to the tool. Account registration will require submission of certain information which will be kept confidential in line with the Privacy Policy of the EI Tool.
- You may not authorise a third-party to access your account. You cannot assign or transfer your account to a third-party.
- You are personally responsible for maintaining the confidentiality of your account, password and associated information. We reserve the right to verify your identity and / or any information provided by you.

### **Limitations on use of the EI Tool**

Your use of the EI Tool is subject to all applicable laws and regulations and before using the tool, you agree to the following limitations below:

- You must be a member of an election observation mission or associated and recommended by an election observation group.
- The Thematic area overview, glossary of terms software, source code, logos, images, are copyrighted by EISA.
- The data that is entered on the database belongs to the election observation groups and election observation missions that have entered it and may not be used by EISA or any other group without express permission of the observation mission.
- EISA not liable for the protection of your devices and any illicit activities that may result from a stolen or breached device (smartphones, tablets, computers, smartwatches, etc).
- Violating these Terms and Conditions of Use may result in Services not being provided, your user account is terminated.

### **Third Parties**

We use third-party service providers (such as content writers and IT companies to contribute to and improve our products. By using our services, you consent to our use of these third-party service providers and agree to their respective policies with regards to privacy.

We are careful with which third-parties we rely on to provide our Services and take security and data privacy seriously. However, we are not liable for the failure of third parties to protect your data.

When using the tool, you agree to comply with applicable laws.

## **EISA Rights and Infringement Policy**

By using the EI Tool, you understand and agree to EISA's infringement policy.

- If any violation or breach of the Terms and Conditions of use EISA Seers has the right to limit or prohibit access to the EI Tool and/or amend or delete your user account without prior notification.
- Serious cases of violation of these Terms may result in legal action.

The use of the EI Tool is subject to all applicable laws and regulations in South Africa and in the country where the election is being observed and before using our Services you agree to the following limitations below:

- The concept, software, source code, logos, images are copyrighted by EISA.
- You shall not copy or reproduce the software.
- EISA is not liable for the protection of your devices and any illicit activities that may result from a stolen or breached device (smartphones, tablets, computers, smartwatches, etc).
- Violating these Terms and Conditions of Use may result in Services not being provided, your user account is terminated or if in violation of the law, you will be held accountable. We can suspend or temporarily interrupt the available Services as normal events.

### **Liability**

EISA and its staff or representatives shall have no liability for claims by, or damages of any kind whatsoever to a user of this Website or the EI Tool or any other person for a decision or action taken in reliance on the information contained on this Website. EISA is not liable for any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using the Services.

By agreeing to these terms and services, you accept any additional disclaimers and limitations to our liability provided for the EI Tool

### **Third Parties**

Some third-party service providers may be utilised by EISA to provide the EI Tool. These providers will be required and governed and required to abide by EISA's laws and policies on data protection and privacy policy.

### **Governing Laws**

These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims), are governed by South African law. The courts of South Africa will have exclusive jurisdiction.

## **Cancellation Policy**

If you want to cancel your registration or use of the tool, notification in writing should be sent to the EI Tool administrator.

## **Miscellaneous**

Users agree to any terms and conditions shown on the website. Any failure by EISA to enforce or exercise any provision of these Terms and Conditions of Use shall not constitute a waiver of that right or whatsoever. We reserve the right to alter these Terms and Conditions of Use though when altering the Terms, EISA will provide a notice informing users of the change to these conditions and assume continued use of the service as acceptance of those changes.

These Terms and Conditions of Use contain the whole agreement between you and EISA relating to use of the EI Tool.

## **What information do we collect?**

We may collect personally identifiable information from you in a variety of ways, including through online forms or surveys when you register on our site,

## **What do we use your information for?**

Any of the information we collect from you may be used to register you as a user and to send you information and updates about the tool.

## **How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you register or access your personal information. We have a secure server only accessible to EISA staff and representatives.

## **Responsibility of website visitors**

By operating the Site, the Operator does not represent or imply that it endorses any or all of the contributed content, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. The Site may contain content containing technical inaccuracies, typographical mistakes, and other errors. EISA disclaims any responsibility for any harm resulting from the use by visitors of the Site.

### **Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, except to provide access to the EI Tool. However, non-personally identifiable visitor information may be provided to other parties for user profiling, or other uses.

### **Termination**

EISA may terminate your access to all or any part of the EI Tool website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Site. Notwithstanding the foregoing, if you have a user account, such account can only be terminated by EISA.

### **Indemnification**

You agree to indemnify and hold harmless EISA, its staff, representatives and board of directors from and against contractors, all claims and expenses, including legal fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

### **Miscellaneous**

This Agreement constitutes the entire agreement between EISA and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorised executive of EISA, or by the posting by EISA of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Site will be governed by the laws of South Africa.

### **Changes to our Terms and Conditions of Use and Privacy policy**

From time to time, we may adjust this policy. Changes will be made at our sole discretion. Users are encouraged to check this policy for such changes. Your continued use of this site following changes to this policy constitutes your acceptance of the changes.

### **Contacting us**

Any questions about these terms of service and privacy policy should be addressed to us via our contact form or by emailing the administrator.