



WHEC Global Health Line

TERMS FOR EXTERNAL USERS for the use of *WHEC Global Health Line*
(For Non-Government Organizations [NGOs] and Academic Institution users)

1. Summary Description of *WHEC Global Health Line*

THE WOMEN'S HEALTH AND EDUCATION CENTER (WHEC), *NGO in Special Consultative Status with Economic and Social Council of the United Nations*, offers the use of *WHEC Global Health Line*, an Internet facing collaboration platform based on mutual benefit and mutual respect, approved and hosted by WHEC in the United States of America (USA).

WHEC Global Health Line enables all partners and other employees of WHEC in USA to exchange information and documents electronically and to collaborate with external parties (NGOs and Academic Institutions collaborating with WHEC, based on a respective Contract) in a secure and modern way. As the Information Technology (IT) infrastructure is located in USA, *WHEC Global Health Line* can be used for Client-related work involving Client-specific information and data, if a specific contractual consent to use *WHEC Global Health Line* has been granted by WHEC.

WHEC Global Health Line is technically the Internet application of WHEC USA and has nothing to do with any other similar applications. *WHEC Global Health Line* is a registered trademark of WHEC and may not be used in any other way.

WHEC has implemented generally accepted standards of technology and operational security in order to protect information and data from loss, misuse, and alteration or destruction. For further details, IT environment and processes please refer to the description of *WHEC Global Health Line*, established by WHEC as per 4 July 2013.

When using the *WHEC Global Health Line* service, the following provisions apply, in addition to the USA laws and the WHEC-internal policies and regulations on Confidentiality and Data Protection, which are applicable to partners and other employees of WHEC USA.

NGOs / Academic Institutions as entities, and their duly authorized staff as users of *WHEC Global Health Line* ("you") of WHEC USA ("we") are being provided access to and may use the workspace in connection with an engagement letter (Client) or another contract (Supplier) between the entity on whose behalf you are entering the workspace and The Women's Health and Education Center (WHEC) with which the entity has the contract. By this contract, the entity has granted explicit consent to use *WHEC Global Health Line*, as an electronic collaboration platform, processing, hosting and storing any data and information uploaded in ***WomensHealthSection.com*** by and with WHEC in USA ("*WHEC Global Health Line*-consent-clause").

The *WHEC Global Health Line* Workspace Owner is the partner of WHEC USA named as your contact and being responsible for the management of the use of and the access to *WHEC Global Health Line*.

Your access to and use of the workspace and the facilities of *WHEC Global Health Line* are subject to the following special terms in their entirety. They will apply on each occasion you access the workspace or facilities and prevails any other General Terms and Conditions agreed. If you do not accept these terms, you must cease to access to and use of the workspace and facilities and notify WHEC.

2 WHEC Global Health Line user's Rights and Duties

2.1 General Obligations

You are responsible for all use of the workspace and facilities made using your username and password. You agree that WHEC will not have any responsibility or liability in connection with any unauthorized use of the workspace and facilities. You will immediately notify WHEC if you become aware of a breach of security with respect to your password or the workspace. Your access to or use of the workspace and facilities may be immediately suspended with or without notice by WHEC at any time for any reason.

You may **NOT** do any of the following:

- Access or use any portion of the workspace and facilities except for the agreed purposes (and in particular not to use or access any portion for marketing or advertising purposes);
- Modify or create any derivative works of the documents posted in the ***WomensHealthSection.com***, workspace and facilities;
- Decompile, disassemble, reverse engineer, or otherwise attempt to derive the related source code;
- Redistribute, sublicense or otherwise transfer any related rights of materials posted in the ***WomensHealthSection.com***, workspace and facilities; or
- Remove or alter any trademark, logo, copyright or other proprietary notices from materials posted in the ***WomensHealthSection.com***, workspace and facilities; or
- Infringe on any person's intellectual property rights; or
- Import any virus, harmful component or corrupted data into the workspace; or
- Violate any applicable law or regulation by using the ***WomensHealthSection.com***, workspace and facilities.

WHEC may, without notice, suspend the workspace and all facilities to you, destroy any information or data entered by you on the workspace and facilities, and/or block your access to the workspace and facilities to the extent that WHEC is required by law or order of any court or regulator or based on the need to safeguard WHEC's interests in relation to their insurers and legal advisors to do so.

WHEC reserves the right to change without notice, at its sole discretion, the performance, functionality and availability of the workspace and facilities.

All rights; title and interest in and to the workspace and facilities, including without limitation all information posted in the workspace and facilities, shall remain with WHEC. You shall have no rights in the workspace and facilities or any of WHEC's other intellectual property, unless as otherwise agreed by the respective contract.

Unless expressly stated otherwise, the workspace and facilities are for general assistance only, to facilitate the exchange of documentation and communications between the parties, in relation to the agreed purposes between the Client or Supplier and the users of the workspace and facilities. The provision of the workspace and facilities does not itself constitute the provision of any professional services or advice of any kind.

You agree that WHEC (including but not limited to other WHEC member firms and entities) will **NOT** be liable for any:

- Inability to access the workspace and facilities,
- Loss, corruption or unavailability of information and/or data in the workspace,
- Any direct or indirect loss or damages of any kind arising out of or related to your use of any workspace and facility.

The sole agreement regarding liability constitutes the respective contract between WHEC and the entity that has granted explicit consent to use *WHEC Global Health Line*.

2.2 Hardware and Software, Copyright

WHEC Global Health Line users must ensure to have the right technical equipment to access **WomensHealthSection.com**. An Internet connected PC with a 128-bit SSL-capable browser that supports Active-X is adequate. The use of Microsoft Internet Explorer version 8.0 or higher and Microsoft Office for data processing is recommended, as this application works closely together with *WHEC Global Health Line* (Internet integrated functionalities). *WHEC Global Health Line* is a registered trademark of WHEC and may not be used in any other manner as you agree to.

WHEC Global Health Line users must respect at all time the copyright of the owners of the information and data of third parties before it will be uploaded to **WomensHealthSection.com**. Accordingly, *WHEC Global Health Line* users need to have received prior written consent of such owners, also for materials found on the internet which are subject to copyright protection.

You may not link to the workspace and facilities from any website without WHEC's prior written consent. WHEC will have no responsibility for, and does not make any representations or warranties with respect to any third-party websites to which links may be posted in the workspace and facilities.

2.3 Securing the Data Flow, Cookies and Log Files

WHEC Global Health Line users are obliged to use the workspace and its related facilities only to enable the exchange of documentation and communications related to the purpose for which

the workspace has been established. *WHEC Global Health Line* users are obliged to take precautions to ensure a secure data flow and secure storage of the processed data. Measures must be taken by *WHEC Global Health Line* users to prevent unauthorized intervention into WHEC systems or any kind of linking.

WHEC Global Health Line users are all equally responsible to ensure that all documents and files saved in **WomensHealthSection.com** are free from viruses and other damaging program code.

WHEC may track the use of the workspace in log-files to determine how the workspace is being used. In addition, small text files called ‘cookies’ may be stored on the personal computer of the *WHEC Global Health Line* users to assist in providing a more customized website experience. For example, cookies may be used to track the use of the workspace to determine which features are used. Cookies are not used to track individual users of the workspace. If a *WHEC Global Health Line* user opts out of the use of cookies within your web browser, such *WHEC Global Health Line* user will not be able to access the workspace.

You understand and agree that no representation or warranty is made with respect to the functionality or availability of the workspace and facilities, and that all or any portion(s) of the workspace and facilities may for a variety of reasons be unavailable to you for use either temporarily or permanently without notice.

You further agree and understand that information and data uploaded, posted, shared or otherwise related to the workspace and facilities may be irretrievably lost or destroyed at any time, and it will be your responsibility to make all necessary copies and backups of any appropriate information and data posted to or obtained or available from the workspace and facilities.

2.4 User Name and Password

Access to *WHEC Global Health Line* is for some workspaces protected with a two factor authentication. *WHEC Global Health Line* users’ name and password plus Short Message Service (SMS) one time password are integrated components of the overall security of *WHEC Global Health Line*.

WHEC Global Health Line users are asked to personalize the initial password after first login and change it in 180 days. As soon as a new *WHEC Global Health Line* user is added to a *WHEC Global Health Line* workspace, this *WHEC Global Health Line* user receives an e-mail containing the Link to the workspace and the login name. The initial password will be delivered by a separate e-mail and must be changed at first login. The password can be changed any time at the login page or completely reset by a password self-service.

WHEC Global Health Line users must make sure that no other person gains knowledge of the password; that it is not accessible to third parties. If the security of a *WHEC Global Health Line* password is compromised, the *WHEC Global Health Line* user is obliged to change the password

immediately using the self-service or asking the *WHEC Global Health Line* Workspace Administrator for a password reset without delay.

2.5 Life cycle and Decommissioning

WHEC Global Health Line is a temporary store. The *WHEC Global Health Line* Workspace Owner is asked to inform the Customer Service Desk when a *WHEC Global Health Line* workspace is no longer needed. Before doing so, the *WHEC Global Health Line* Workspace Owner must ensure that all data is archived according to the appropriate archiving policy for his or her Line of Service.

2.6 Confidentiality

WHEC Global Health Line is primarily expected to be used to store and share information with a client in connection with the performance of a given mandate with signed engagement letter and explicit information and consent of the client to the shared use of information and data on *WHEC Global Health Line*.

WHEC Global Health Line can also be used for the collaboration with Suppliers if a written consent is available. In each such case, a *WHEC Global Health Line*-consent-clause has to be put in place, before uploading any information on the workspace and in ***WomensHealthSection.com***. The aforementioned information could be more or less sensitive proprietary information of either party involved. The information which the receiving party accesses via *WHEC Global Health Line* qualifies as personal data of the disclosing party and/or of clients or personnel thereof (i.e. legal entity and individual information), and may underlie additional legal confidentiality requirements, such as for auditors or based on professional secrecy and data protection law. Eventually, it is subject to the confidentiality obligations as defined in the engagement letter with the client or similar agreement between the WHEC and the external party.

All users should always keep in mind who could read and modify the data stored on a *WHEC Global Health Line* and thus should apply all precautions regarding confidentiality, additional to secure archiving. Highly confidential or business-critical information or documents of the client / external party shall not be stored or managed in *WHEC Global Health Line*, as absolute security against data loss or theft is not possible even with today's best available technology.

The users will treat all knowledge that they gain within the performance of the mandate and within the use of *WHEC Global Health Line*, or otherwise underlying confidentiality based on the engagement letter with the client, as confidential.

2.7 Protection of Proprietary Information of WHEC

For liability reasons, proprietary information of WHEC, including work products for the Client / external party concerned; shall not be stored in *WHEC Global Health Line* Client Workspaces unless they are absolutely final. Contractual documents such as proposals or contracts to / with the client shall under no circumstance be stored on *WHEC Global Health Line*, unless they are final and signed versions in PDF format. WHEC **cannot** guarantee that

information, data and documents appearing in the workspace and facilities are the final versions or latest drafts, unless explicitly declared so.

Confidential or business-critical information and data or documents of WHEC shall not be shared with the client / external party via *WHEC Global Health Line* or otherwise. WHEC **cannot** undertake to review or approve any material uploaded, posted or published by any user in the workspace and facilities, except as agreed as part of the services provided under the engagement letter.

All users undertake; that no information and data subject to or protected by US banking secrecy and/or US securities dealer secrecy may be uploaded to the workspace.

2.8 Data Protection and Use of Personal Data

In *WHEC Global Health Line*, WHEC collects only Personal Data in the meaning of the US Data Protection Act that is specifically and voluntarily provided by users. In *WHEC Global Health Line*, WHEC collects limited Personal Data, such as name, company, e-mail address, and telephone numbers, from any workspace users during the registration process, in order to enable access, use and operation of the workspace.

WHEC may process and transfer such personal data to member firms of the WHEC Network outside of USA, if and to the extent required. WHEC may also collect other personal data that users may submit to the workspace. By using *WHEC Global Health Line* you consent to such practice of the use of personal data to the extent that any material you post to the workspace or facilities contains any personal data, you confirm that you have the authority to disclose such personal data to WHEC and to allow WHEC to process it for the purposes for which it was provided, including the transfer of such personal data outside USA and/or outside the European Economic Area (“EEA”). In relation to any transfer of personal data which originated in the EEA from a country within the EEA to any country which the European Union (EU) has determined does not provide an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data, WHEC will transfer such personal data only:

- To a United States (U.S.) “Safe Harbor” – certified organization, or
- To an organization which is under an agreement with WHEC (including but not limited to other WHEC member firms or entities) which includes EU contractual clauses for the transfer of personal data to processors established in third countries.

If as part of your use of the workspace or facilities WHEC processes any personal data which originated in the EEA on your behalf, WHEC shall only process such personal data on your lawful instructions, and shall take all appropriate technical and organizational security measures over such personal data.

2.9 Archiving

The workspace of *WHEC Global Health Line* is not a permanent repository for documents and information. Access to a workspace may be terminated, the workspace may be closed and any

documents in the workspace may be deleted. *WHEC Global Health Line* shall therefore not replace the regular archiving system to be used by each user, as data on a *WHEC Global Health Line* might be updated, shifted, deleted or modified by others. Archiving must be performed in compliance with applicable law and policies in place, which are relevant for you as a user of *WHEC Global Health Line*. WHEC is not responsible for archiving any information, data and documents of any other entity or person.

2.10 Applicable Law and Place of Jurisdiction

The legal relationship of any of the parties using *WHEC Global Health Line* as well as the qualification of information and data shall be governed by and construed exclusively in accordance with US law. The court of competent jurisdiction in Washington, DC shall have exclusive jurisdiction for any disputes arising out of or in connection with the use of *WHEC Global Health Line*, unless any obligatory provision of law confers exclusive jurisdiction on any other court.

3 WHEC Global Health Line Usage Terms and Condition

By signing below you authorize us to create Work Space for you in *WHEC Global Health Line* and to provide the Services listed in this Agreement. You also authorize us to act as your agent to request from your local telephone and Internet carrier any listing changes that you provide to us. The “Agreement Date” is the date you sign this Agreement or orally consent to this Agreement.

3.1 Revision/Cancellation/Automatic Renewal

Either party may revise or cancel the request for Work Space Usage only by written notice (i) for Services in Publication (*WomensHealthSection.com*) by the later of the close date or three business days after the Agreement Date, (ii) for limited inventory items in WHEC Publications, within three business days after the Agreement Date; and (iii) for Electronic services, within 21 days after the Agreement Date.

3.2 Payment Terms

You agree to pay all charges in full by the due date. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Services. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you pay by credit card, we will bill the card automatically at the start of each billing period.

3.3 Late Charges

We will assess, and you agree to pay, late charges on account balances not paid by the due date. Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any

reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

3.4 Waiver of Class Action and Jury Trial and Consent to Binding Arbitration

In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury. Any claim, controversy, or dispute that arises under or relates to this agreement (other than claims to collect amounts you owe us or claims by you alleging breach of this Agreement to recover amounts you have paid us), including any dispute regarding any listing, Service, any omissions, incorrect phone numbers or other errors, and any Ad Placement concerns, shall be referred by the aggrieved party to include to binding arbitration under the Commercial Rules of the American Arbitration Association.

3.5 Contact by Us

You agree that we may contact you regarding your usage of Work Space, or offer to provide Services, whether by live telephone, recorded message, U.S. mail or other mail, facsimile or e-mail. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded (including Recorded Oral Agreements).

3.6 Miscellaneous

This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

By accessing a *WHEC Global Health Line* workspace, a user confirms to have read and understood the rules above and to accept and comply with them and to consent to the collection of his or her personal data as required for the use of *WHEC Global Health Line*.

Let us make every mother and child count!

[All Worldwide Rights Reserved](#)



<http://www.WomensHealthSection.com>