



## About Apprise

The Apprise mobile application is a tool for frontline responders (FLRs) to screen vulnerable populations with the potential to unmask situations of forced labour and human trafficking.

*Please read these Terms and Conditions carefully before using the Apprise mobile application. By submitting "agree", you acknowledge that you have read, understood and agree to be bound by the Terms and Conditions displayed below. If you do not agree with these Terms and Conditions, you are expressly prohibited from using the Apprise mobile application and must discontinue use immediately.*

## Terms and Conditions

These Terms and Conditions constitute a binding legal agreement made between you ("User") and the United Nations University in Macau ("UNU in Macau").

### 1. Definitions

"App" means the mobile application named "Apprise", created and published by UNU in Macau.

"Content" means without limitation, the structure of the App, editorial content, designs, illustrations, images, photographs, graphics, marks, logos, abbreviations, audiovisual works, multimedia works, visual content, audio content and sound content, as well as any other content appearing or collected in the App and/or any other component comprising the App.

"Services" means the various features and services offered by the App including, without limitation, the display, sequencing, use and interaction of Content, encrypted storage and transfer of data and aggregation and reporting of data.

"UNU in Macau" means the United Nations University in Macau, located at Casa Silva Mendes, Estrada do Engenheiro Trigo No 4, Macau SAR.

### 2. Acceptance of Terms and Conditions

Access to and use of the App, the Content and the Services shall be subject to acceptance of these Terms and Conditions without reservation by the User. By installing and agreeing to Terms and Conditions of this App, the User accepts unconditionally and without reservation the entirety of the Terms and Conditions set out herein.

### 3. Purpose of the App

The purpose of the App is to provide Services to Users who are frontline responders to screen for signs of labour exploitation and human trafficking in vulnerable populations. The App contains a sequence of pre-recorded, interactive questions in multiple languages and for different work industries and sectors. The User is able to use the App to interview an individual by simply passing their mobile phone or device, along with a set of headphones, to the individual to complete their interview in a private or confidential setting.

After the interview, the User will be able to see a summary of certain responses immediately after the interview and will be alerted if the interviewee is underage or has requested help to exit their work situation. This information can be used by the User to conduct further on-site investigations and help inform their next steps.

Interviews are stored locally on the User's mobile phone or device and will automatically be uploaded to the server when connected to the internet upon the User's next login or selecting "synchronise" button. Files that have been uploaded to the server will automatically be erased from the User's mobile phone or device. The User may have access to individual responses on the server, depending on the permission level granted by their organisation.

Any data collected by UNU in Macau may be used to inform policy-research on labour exploitation and human trafficking and to continually improve innovative technological solutions to combat these issues, unless expressly provided otherwise.

#### **4. Proper Use of the App**

The User is only permitted to use the App solely for the purpose intended by the App. The User must not use the App for any illegal or unauthorised purpose, or in a manner that is coercive, intimidating, threatening, unlawful, or in violation of the User's organisational policies.

#### **5. Financial Terms and Conditions**

The App is offered to Users free of charge. Any cost associated with internet connection, access or data transfer will be the User's responsibility.

#### **6. Access to the App**

In order to access and use the App properly, the User must have a compatible mobile phone or mobile device and internet access.

The App may be downloaded free of charge from the "Apple Store" and "Google Play Store" platforms to the following mobile devices:

- an iPhone® mobile phone manufactured by Apple® which has an iOS 6.0 operating system or newer version; and
- a mobile phone with the Android® operating system 4.4 or newer version.

The version of the software incorporated into the App may be updated from time to time in order to add new Content or Services.

#### **7. Availability of the App**

UNU in Macau undertakes to use its best endeavours to render access to and use of the Services offered by the App. However, availability or functioning of the App cannot be guaranteed and UNU in Macau shall, under no circumstances, be liable for any loss, damage or harm that occurs due to, in the course of, using the App.

UNU in Macau reserves the right to terminate, interrupt, suspend or limit access to all or part of the App and/or the Services, in particular, on account of any technical or legal constraints or for maintenance without informing the User in advance.

## **8. Creating an Account**

The User must have an authorised account created by UNU in Macau or organisations approved by UNU in Macau to access the App. In order to create an account, the User must provide all necessary personal information required to set up the account and consent to that information being accessed by UNU in Macau to effectively monitor the account.

The User warrants that all personal information submitted to create their account is true, accurate, current and complete and will maintain the accuracy of such information by promptly updating their organisation as necessary.

The User agrees not to share login credentials to their account or share any data collected in the App with any third party unless expressly permitted by UNU in Macau.

## **9. Suspending or Closing an Account**

UNU in Macau reserves the right to suspend or close the User's account without prior notification to the User or the User's organisation if it deems that the User has violated any of these Terms and Conditions; is required to do so by applicable law; or for any other reason deemed necessary by UNU in Macau including, but not limited to, use of the App in a way that may disparage, tarnish or otherwise harm, in our opinion, UNU in Macau or the App.

The User's account should automatically be suspended or closed by their organisation upon termination of employment or specific duties requiring use of the App. If the User continues to have access to the App, the User must immediately inform their organisation or UNU in Macau. It is the User's responsibility to ensure that all outstanding interviews stored locally on the User's mobile phone or device is transferred to the server prior to uninstalling and deleting the App from the User's mobile phone or device. Uninstalling the App will delete all software and files related to the App.

## **10. Intellectual Property**

UNU in Macau is the sole owner of all intellectual property rights associated with the App, its Content and Services. All proprietary information and data owned by UNU in Macau, including the App name and logo, is protected by applicable intellectual property and other laws, including but not limited to copyright.

This App is released under a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 IGO license (<https://creativecommons.org/licenses/by-nc-sa/3.0/igo/>). Materials may be reproduced for use by individuals, educational institutions or organisations within a non-commercial or internal use context. Under no circumstance is the User permitted to modify, rent, loan, sell, distribute,

reproduce or otherwise transfer the App or Content in any manner not expressly authorised, including exploitation for commercial purpose.

## **11. Undertakings of the User**

The User expressly undertakes:

- to receive proper training in interviewing vulnerable persons prior to using the App to interview individuals and to follow all relevant policies and protocols from their organisation while using the App;
- to seek express consent from interviewees prior to using the App to interview them;
- to explain to the interviewee that their personal information will not be collected and that their responses will be anonymous and non-identifiable;
- not to extract or reuse, including for private purposes, any content in the databases and archives constituted by the App;
- not to put in place, intentionally or unintentionally, systems capable of hacking, impairing, disrupting, altering or otherwise interfering with all or part of the App, including any features, functions or operations;
- to inform UNU in Macau of any or suspected hack or security breaches of personal accounts;
- not to sell, lease, sub-license, distribute or otherwise transfer the App and/or the Content to third parties in any manner whatsoever.

## **12. Protection of Personal Data**

UNU in Macau will only collect and process personal data that is strictly necessary for the purpose for which the App is intended. In order to access and use the App, the User must provide the following personal data for an account creation: (e.g. surname, first name, email address). In the course of using the App, the User's location (if enabled) and the date and time of the interview is collected.

The App does not collect information that personally identifies individuals for the interview questions and aggregates anonymous and non-identifiable responses for the purposes of academic research and to improve the App.

Any data collected by the App is stored in an encrypted database on the User's mobile phone or device until transferred through an encrypted pathway via HTTPS (secure tunnel to send), and OAUTH2 for authorization.

The User's personal data is stored for the duration that the User has an account on the App. When a User's account is no longer required, interview responses are retained by the organisation, but associated with an anonymous user.

The User's organisation is responsible for setting the level of shared permissions within the App. Options include: no sharing of interview responses; sharing interview responses with the organisation's administrator only; sharing interview responses with the organisation's administrator and team/group administrator only; sharing interview responses within each team group only; or sharing interview responses with any registered user in the organisation. The only personal data that is shared within the App is the name of the User who undertook each interview.

## **13. Geolocation**

The use of the geolocation feature in the App requires that the User expressly consent to being GPS-located. To this end, the User must activate, should they wish to do so, the geolocation function directly in the settings of his mobile device and consent to the App using such geolocation function.

#### **14. Warranties and Liabilities**

The User shall be solely responsible for the proper and discerning use of the Services made available on the App. UNU in Macau may not be held liable for any direct and/or indirect, material or immaterial consequences of any use and/or interpretation by the User of any information and/or advice appearing in the App.

The App is provided in its “as-is” and “as available” state, without any warranty whatsoever. It shall be incumbent upon the User to take all appropriate measures to protect against any breach of data and/or software stored in the User’s mobile phone or device. The User acknowledges the possible risk of data loss and data leaks, despite relevant data protection mechanisms committed by UNU in Macau, and that neither UNU in Macau or the Apprise team shall be held liable for any loss or damage that emanates from the use of the App.

#### **15. Limitations of Liability**

Under no circumstances will UNU in Macau be liable to the User or any third party for any direct, indirect, consequential, exemplary, incidental, special, punitive or other damages arising from use of the App.

Furthermore, UNU in Macau will not be held liable:

- for any defect, loss, delay or error in the transmission of data;
- if the User is unable to access or use the App and/or the Services for any reason whatsoever;
- if a connection must be terminated for any reason whatsoever;
- in the event of any misuse of the relevant device and/or any incident attributable to use of the relevant device during use of the App;
- for damage of any nature whatsoever caused to the User, the User’s mobile phone or device, and any software or data stored thereon.

#### **16. Indemnity**

The User agrees to indemnify, defend, hold and save harmless, UNU in Macau from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney’s fees and expenses, settlement payments and damages, based on, arising from, or relating to: the User’s breach of these Terms and Conditions; the User’s violation of the rights of a third party including, but not limited to, intellectual property rights. UNU in Macau will use reasonable efforts to notify the User of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **17. Arbitration**

Any dispute, controversy or claim arising out of or relating to the Terms and Conditions, or breach, termination or invalidity thereof, which cannot be settled amicably between the User and UNU in Macau, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The parties hereto

shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim. The language to be used in the arbitral proceedings shall be in English.

#### **18. Waiver**

Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the privileges and immunities of the United Nations, including the United Nations University, which is an autonomous organ of the General Assembly thereof, or of UNU in Macau which is an integral part of the United Nations University.

#### **19. Amendments to Terms and Conditions**

UNU in Macau reserves the right to modify all or any of the provisions of the Terms and Conditions without delivering any notice or providing any information in advance to Users. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the App after the such revised Terms and Conditions have been posted.

Any update or modification to the App shall be governed by these Terms and Conditions, in the absence of any express provision to the contrary.

#### **20. Contact Details**

Any question relating to the App may be submitted to [appraise \[at\] unu.edu](mailto:appraise@unu.edu).

**Terms and Conditions effective as of 20 August 2020**