

Terms and Conditions

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1. Definitions

“IDinsight”, “we” or “our” means ID Insight, Inc., ID Insight India Private Limited, IDinsight Zambia, IDinsight Kenya Limited, IDinsight SAS (Senegal), IDinsight South Africa, IDinsight Morocco SARL, and IDinsight Philippines Inc.

“Material” means all of the information, data, text, graphics, links or computer code published, contained or available on the Website.

“Website” means <https://www.idinsight.org/>, or any other website controlled or owned by IDinsight, which links to these terms and conditions.

“User”, “you” or “your” means the individual or entity accessing any part of the Website.

2. Applicable terms and conditions

The Website is owned by IDinsight and any use of the Website is subject to these terms and conditions. You acknowledge that you have read and agree to these terms and conditions. If you do not agree to these terms and conditions, do not use the Website. IDinsight may, from time to time, modify or revise these terms and conditions by updating the text of this page. You should revisit this page from time-to-time to review the then-current terms and conditions because they are binding on you.

3. Use of the Website

Anyone may access and view the Website and may use the Material contained therein for their own purposes, provided:

- It is used for information purposes only and is not reproduced for commercial gain or on any other website;
- Our status as the author of the Material is always acknowledged;
- No links are created to the Website unless IDinsight has approved of such links prior to their creation;
- No part of the Website is copied, stored, or transmitted in any way to any third party without the prior written permission of IDinsight.
- For portions of the Website or the use of a Material that require you to create a user account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept

responsibility for all activities that occur under your account. You are solely responsible for your data, and all uses of your data that occur through your account.

- If accessing the Website or using the Material on behalf of a legal entity, you confirm that (a) you are duly authorized to represent the legal entity and any affiliates of the legal entity who will be using the Material, (b) you accept the terms and conditions on behalf of such legal entity and affiliates, and (c) any references to “you” in this Agreement refer to such legal entity, affiliates and all of the employees, consultants and agents of those respective parties. You are responsible for all activity on the Website and with the Material that occurs under your account

4. Copyrights and trade marks

IDinsight, or its content suppliers, owns all of the right, title and interest, including the copyright, in the Material.

Unauthorised use of the Material, including but not limited to its reproduction, storage, modification, distribution or republication, without the prior written consent of IDinsight or, where applicable, the respective copyright owner(s), is prohibited.

“IDinsight” is a trademark of ID Insight. You are not permitted to use any of our trademarks without our prior written approval, unless they are part of the Material you are using as permitted in accordance with clause 3 above.

All works in the nature of databases attract database rights.

5. Disclaimer

Our Website is intended to provide general information only and some Materials may provide targeted information. Material on the Website may not be accurate, complete, timely or appropriate for you. Our Website should not be used as a substitute for specific advice relating to a specific situation. Users should seek appropriate advice before taking or refraining from any action based on the Material on our Website. So far as permissible by law, IDinsight does not accept any liability to any person relating to the use of any such Material.

Whilst IDinsight has taken every reasonable precaution in compiling the Website, neither we nor any contributors to the Website can be held responsible for any action or inaction taken by any person or entity wherever they are based, as a result, direct or otherwise, of Material on or accessed via the Website. Any Material accessed, downloaded or otherwise obtained on or through the use of the Website is used at your discretion and risk. IDinsight shall have no responsibility for any damage to your computer or loss of data that results from any download or use of the Material.

IDinsight does not represent or warrant that the Material on the Website is accurate, complete, up to date, or correct. IDinsight has no liability whatsoever in respect of any use made of such Material except in the case of personal injury or death caused by the negligence of IDinsight.

The Material on the Website has not been written to meet individual requirements; it is your sole responsibility to satisfy yourself prior to using the Material in any way. Before making any decisions based on the Material on the Website, you should refer to independent sources of information to substantiate the basis for your decision. IDinsight makes no warranty that the Website or Material will meet your requirements; or that the Website or Material will be available on an uninterrupted, timely, secure, or error-free basis, or that the results that may be obtained from the use of the Material or any content provided on or through the Website will be reliable or that the quality will meet your expectations.

6. Warranty and indemnity

The User warrants to IDinsight that it will not use the Website, the Material or any part thereof in any manner that is in contravention of any applicable law or regulation or that will infringe the copyright, trademarks, or other intellectual property rights of IDinsight or third parties or that will violate the privacy, publicity or other personal rights of others in any defamatory, obscene, threatening, abusive or hateful manner. The User shall indemnify and hold harmless IDinsight, its employees and agents, against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against IDinsight, its employees and agents, as a result of the use by the User of the Website, the Material or any part thereof in any manner, to the fullest extent permitted by law.

7. Limitation of liability

IDinsight hereby disclaims all warranties and conditions concerning the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory (including all implied warranties and conditions of merchantability and fitness for a particular purpose). In no event shall IDinsight be liable for any indirect, exemplary or punitive, special, incidental or consequential damages or losses whatsoever even if IDinsight has been advised of the possibility of damages or losses including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or any Material, goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

8. Third party websites

The Website may, from time to time, contain links to third party websites that are not operated by IDinsight. Such links are provided for the User's convenience only and may include, inter alia, websites necessary for the purposes of donations such as Stripe, further information about which is found at section [9] below. IDinsight does not control such websites, and is not responsible for their content. By including links to third party websites, IDinsight is not endorsing any of the material on such websites or any association with their operators. The User is solely responsible for assessing the accuracy and completeness of any information contained on third party websites, and the value and integrity of any goods and services offered by such websites, and use of those third-party websites is entirely at your own risk.

9. Donations

IDinsight will use any donation it receives at its discretion but within its stated objectives. Once you confirm via the Website that you wish to proceed with a donation, your transaction will be processed through our third party payment services provider. By your confirmation you authorize our payment services provider to request funds from your credit, debit or other card provider. It is your responsibility to familiarize yourself with our payment services provider's terms and conditions, which are different from our own.

In order to process your donation we require that you provide us with your name, email address and details of the card through which you will effect the transaction. It is your responsibility to provide us with the correct information. We will transfer this information to our payment services provider for the purposes of completing your donation. We protect your personal data as set out in our [privacy policy](#).

If you make an error in your donation please contact us by email at communications@idinsight.org, post at 785 Market Street, Suite 200, San Francisco, CA 9410344 Tehama Street, San Francisco, CA 94105 or by phone at (530) 481-5481 and we will arrange for a refund to be made to you.

10. Privacy and data protection

IDinsight is committed to protecting your personal data. For more information, read our [privacy policy](#).

11. Cookies

IDinsight uses cookies to enhance the online experience of Users. For further information, see our [privacy policy](#).

12. Viruses

Whilst IDinsight makes all reasonable attempts to exclude viruses from the Website, we do not guarantee that our Website is secure or free from bugs or viruses and we accept no liability for damage caused through the downloading of viruses. It is recommended that Users take all appropriate safeguards before downloading Material from the Website.

Users must not misuse our Website or Material by knowingly introducing viruses or other material that is malicious or technologically harmful.

13. Encryption

Although the Website uses does not use encryption security software, encryption security software where is collected, We cannot guarantee the security of information transmitted via the internet. Any loss incurred or sustained by any User who transmits information via e-mail or other internet links on the Website or any Material shall be borne solely and exclusively by such User. In no event shall any such loss in whole or part be borne by IDinsight.

14. Force majeure

IDinsight shall not be held to be in breach of its obligations hereunder nor liable to the User for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control including without limitation any act of God, fire, storm, flood, lightning, disease, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies, internet service provider failures or delays, or denial of service attacks, or communications operators.

15. General

If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

These terms and conditions constitute the entire agreement between IDinsight and the User and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and IDinsight.

Any failure of IDinsight to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such rights.

16. Jurisdiction

These terms and conditions and the use by the User of the Website shall be governed by the laws of the State of California and the parties hereto submit to the exclusive jurisdiction of the State or

Federal Courts of California in all disputes arising out of or relating to the Website and/or any transactions made on the Website, or these terms and conditions.