

Terms of Services

Welcome to WHO AFRO ODK Analytics, the website and service (“the Service”), owned and operated by WHO Regional for Africa on behalf of the members States of the African Region. This page explains the terms in which you may use the service for data collection, management and analysis purposes. By using the Site or any services provided on the Site (collectively, “Services”), you acknowledge that you have read, understood, and agree to be bound by the following terms of service and any future modifications to this agreement (collectively, the “Terms”). The Terms apply to all visitors, authorized users, and others who access the Service (“Users”). Your use of the Service indicates that you accept these Terms and to the collection and use of your information as set forth in WHO AFRO ODK Analytics’ Privacy Policy. If you do not accept these Terms, do not use the Service.

WHO AFRO ODK Analytics makes no representation that usage of the Services or any related content are appropriate or available for use in your country. You acknowledge and agree that you are responsible for ensuring that your use of this service complies with all relevant local and international laws.

1. Using WHO AFRO ODK Analytics

Access to the service is given based on request to the [service desk](#) and approval of your country’s focalpoint Your account grants you permission to use the Site and Services. You must adhere to all policies posted within the Services. As a condition of your use of the Services, you warrant to WHO AFRO that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services.

2. Organization and Personal accounts

You acknowledge that you are responsible for all activity occurring under the use of your account. You are responsible for maintaining the security of your account and password. WHO AFRO ODK Analytics will not be liable for any loss or damage that results from your failure to do so. You are solely responsible for all your account activity when using this service.

If you have an organization account you can have one or more administrators. Administrators will have the ability to manage users in your organization and configure the Services to meet your organization needs. We are not responsible for the actions of the appointed administrators for your organization or users in your organization. You are responsible for the sharing of data by members of your organization and for ensuring that you do not lose access to your organization account.

3. Data

You are responsible for any data or content uploaded to the service and retain full ownership of it. Data uploaded to an organization account will be deemed to be owned by the organization and data to a user account to that user. In using this service, you understand the service allows you to share your data with others and acknowledge that WHO AFRO ODK Analytics will not be responsible for how your data is used by others if it is shared or made public. If you leave this service, we will make all reasonable efforts to remove your data.

We take the privacy and security of your data seriously and will make all reasonable efforts to ensure it as defined in our Privacy Policy. We will never share your data with third parties. Our team will not view your data directly, unless required to provide you technical assistance or conduct system maintenance.

If you delete data you have stored in the service we are neither responsible for nor expected to recover it.

To enhance your use of the service, we may copy, cache or modify your data to improve the system's performance.

4. Account Suspension

We reserve the right to cancel or suspend your account for any reason by providing you thirty days notice in advance. You are responsible to back-up the data from your site because you will not have access when your account is canceled. If you breach any of the terms of this agreement your the license granted by this agreement will terminate automatically.

5. Inactive User Accounts Policy

We reserve the right delete inactive accounts and data associated with these accounts. An inactive account is defined as any account that has not been used for **120 days (4 months)**. Prior to deletion, we will provide you notice by your registered email address and you will have the ability download your data through the service.

6. API Usage

When using the API you must include your account's unique API key. Unauthorized use of your API key, including transfer to another user, is prohibited. You may not use the API in any manner which could damage overburden or impair the ability of WHO AFRO ODK Analytics to offer the service to other users. In such an event, We reserves the right to suspend or limit your accounts access to the API. We may make changes to the API. It is your responsibility to ensure that your API requests are compatible with the current version of the published API available at <https://esurv.afro.who.int/api/v1>. We will make every effort to avoid making changes that are not

backwards compatible. If such changes are necessary, we will make reasonable efforts to ensure these changes are communicated in advance.

7. Changes to services or terms

We reserve the right to modify these Terms at any time by posting the changed terms on this site. All changes shall be effective immediately upon posting. Important changes will be communicated by email, however, please check the Terms periodically for changes. Your continued use of the Services after we post changes constitutes your binding acceptance of these new terms. We also reserve the right to make future changes in the functions and features of the service over time.

9. Trademark

WHO AFRO ODK Analytics, the logo the names of individual Services and their logos are trademarks of WHO Regional Office for Africa. You agree not to display or use, in any manner, the trademarks, without our prior permission.

10. Communications

As a user of the service, you accept that WHO AFRO ODK Analytics will occasionally send communications regarding important service announcements and administrative messages as needed. Since we respect your policy, you will have the option of option out from receiving newsletters from us. You will not, however, be able to opt-out from the administrative and service announcements.

11. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. WHO AFRO ODK ANALYTICS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHO AFRO ODK ANALYTICS MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM WHO AFRO ODK ANALYTICS, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12. Limitation of Liability

YOU AGREE THAT WHO AFRO ODK ANALYTICS SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WHO AFRO ODK ANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL WHO AFRO ODK ANALYTICS ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE.

13. U.S. Digital Millenium Copyright Act

If WHO AFRO ODK Analytics receives a notice alleging that material from your account infringes another party's copyright, Ona may disable your user account or remove alleged material in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

The designated copyright agent to receive notifications of claimed infringement is:

Email: afgiscenter@who.int

14. E.U. General Data Protection Regulation

You are not allowed to use the Service for the collection of private or sensitive data on European Union citizens without signing a Data Processing Agreement that complies with the General Data Protection Regulation (GDPR). We strongly encourage all users, including those with GDPR compliant forms, to use [encrypted forms](#), which provide an additional level of security. Please contact us for further information: afgiscenter@who.int.