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## IACHR INDIVIDUAL PETITION SYSTEM PORTAL

### TERMS AND CONDITIONS OF USE

#### 1. General Terms

These **Terms and Conditions of Use** (hereinafter “**Terms of Use**”) apply to the Inter-American Commission on Human Rights Portal web site located at [www.oas.org/en/iachr](http://www.oas.org/en/iachr) (hereinafter “**Portal**”), and all associated sites linked to [www.oas.org](http://www.oas.org) by the General Secretariat of the Organization of American States (“**GS/OAS**”), its organs and affiliated entities.

By using the Portal, **User** agrees to these **Terms of Use**.

The Portal is the property of the GS/OAS and is administered by the Inter-American Commission on Human Rights (“**IACHR**”). BY USING THE PORTAL, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE PORTAL.

The IACHR reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Portal following the posting of changes will mean that you accept and agree to the changes. Use of the Portal is conditional upon compliance with these Terms of Use.

The IACHR maintains this Portal for information purposes only. Users may download, copy and reprint information from the Portal for non-commercial purposes so long as the GS/OAS is cited as the source of the originating material; however, they may not resell, redistribute, or create derivative works absent the express written permission of GS/OAS.

All information in this Portal is “as is”. The GS/OAS makes no warranty, express or implied, as to the accuracy or completeness of any of the material in this Portal and GS/OAS, its personnel, and the OAS shall not be held liable, jointly, severally, or in any other way, for any expense or damages of any kind incurred as a consequence of its use, including expense or damages arising from communication failure and/or computer malfunctions associated with use of the Portal. Moreover, GS/OAS, its personnel, and the OAS shall not be held liable for any actions taken in reliance on or otherwise based upon the information in this Portal.

As a condition of use of this Portal, the User agrees to indemnify GS/OAS, the OAS, and GS/OAS personnel from and against any and all actions, law suits, damages and expenses, including court costs and legal fees, arising out of User’s use of this Portal and the information herein contained.

User further agrees:

- a. not to publish, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- b. not to upload or attach files that contain viruses, corrupted files, software that may damage the operation of another’s hardware, and material protected by intellectual property laws without first obtaining the permission of the intellectual property rights holder;
- c. not to delete any author attributions, legal notices, or labels in any file uploaded;

- d. not to falsify the origin or source of software in uploaded material; and
- e. to send all documents in digital format, through the Portal.

GS/OAS at its sole discretion, may, without notice and for any reason whatsoever:

- a. remove any and all content of the Portal, regardless of its origin, and
- b. deny any User access to this Portal.

Nothing in these Terms of Use constitutes a waiver of the privileges and immunities of the OAS, GS/OAS, or its personnel under the laws of the United States of America or international law.

## 2. Disclaimers

This Portal is intended as a tool for transmitting documents and as such does not necessarily contain all the actions before the IACHR. The IACHR reminds Users that it is their responsibility to keep their own files and records. This is a tool of the IACHR and it not part of the legal process itself; therefore, the IACHR reserves the right to make any changes in content, structure, and rules for management of and access to the Portal, without prior notification.

You will be able to access a list of all petitions, cases and precautionary measures linked to your account. You can access each by clicking on the icon “View petition/case” or “View precautionary measure” in each line. There you will find information on the status of the petition, case or precautionary measure based on the steps available in the Portal. By accessing the petition or case you can also submit additional information to the IACHR, access documents that have been submitted and see correspondence that has been sent by the IACHR, as of the date of the Portal’s commencement.

In this initial phase of the Portal, Users who are registered as petitioners will see information about petitions and cases which are in the following procedural stages only: Under Study, Admissibility, Merits, Follow Up on Recommendations, Follow Up on Friendly Settlement, Petition Not Opened for Processing; in addition to precautionary measures which are in the following procedural stages only: Under Study, Request for Information, Precautionary Measure In Force, Not Granted, Lifted.

Likewise, in this initial phase of the Portal, Users who are State representatives will see information about petitions and cases which are in the following procedural stages only: Admissibility, Merits, Follow Up on Recommendations, Follow Up on Friendly Settlement; in addition to precautionary measures which are in the following procedural stages only: Request for Information, Precautionary Measure In Force, Lifted.

The procedural steps that appear in the Portal do not constitute all the proceedings before the IACHR. In this regard, the IACHR is currently reviewing the remaining proceedings, with the aim of making them visible in the next stages of implementation of the Portal.

This Portal will only display the documents sent by the IACHR as of the date of the Portal’s commencement. In order to facilitate and expedite processes, **the IACHR requests that Users send all documents in digital format, through the Portal, so that they may be displayed through this tool.** The documents received by other means, such as email, fax or mail, will not be visible in the Portal for the moment. For documents that have been successfully uploaded in the Portal by the User, it is not necessary to send a copy of those documents by other means. Please submit additional documentation related to your existing petition, case or precautionary measure **only** if it has been expressly requested by the IACHR.

If you identify a discrepancy in the proceedings or documents published in the Portal, please report it to the IACHR via the corresponding discrepancy form accessible in each petition, case and precautionary measure. Please be aware that this form is only for communicating a data discrepancy and that the information you provide therein will NOT be filed in your case.

**Once a User is registered in the Portal, from that moment on, the User will receive communications from the IACHR regarding their petitions, cases and precautionary measures via the Portal, with the exception of communications relating to procedural steps that do not have visibility in the Portal in this initial phase.**

The IACHR reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Portal, or any portion of the Portal, for any reason; (2) to modify or change the Portal, or any portion of the Portal, and any applicable terms; and (3) to interrupt the operation of the Portal, or any portion of the Portal, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **3. Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content, contained in the Portal is owned, controlled or licensed by or to the GS/OAS, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Portal and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without the GS/OAS’ express prior written consent.

### **4. Portal Rules of Access and Use**

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Portal or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Portal or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Portal. The IACHR reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Portal, or any other systems or networks connected to the Portal or to any GS/OAS server, or to any of the services offered on or through the Portal, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan, or test the vulnerability of the Portal or any network connected to the Portal, nor breach the security or authentication measures on the Portal or any network connected to the Portal. You may not reverse look-up, trace, or seek to trace any information on any other User or visitor to the Portal, including any IACHR Portal account not owned by you, to its source, or exploit the Portal or any service or information made available or offered by or through the Portal, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Portal.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Portal or the IACHR's systems or networks, or any systems or networks connected to the Portal or to the GS/OAS.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal or any transaction being conducted on the Portal, or with any other person's use of the Portal.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the IACHR on or through the Portal or any service offered on or through the Portal. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Portal or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the GS/OAS or others.

#### **4.1 Accounts, Passwords and Security**

To access the Portal it is required to open an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify the IACHR administrator immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the IACHR or any other User of or visitor to the Portal due to someone else using your IACHR Portal account as a result of your failing to keep your account information secure and confidential.

Each Portal account is intended for one sole User; i.e. a user account should not be managed by a group of persons. All Users of the Portal shall have rights to submit and review information in the system related to their respective petitions, cases and precautionary measures.

You can help ensure that your contact information and preferences are accurate, complete, and up-to-date by logging in to your account at <https://www.oas.org/en/cidh>. For other personal information we hold, we will provide you with access for any purpose, including to request that we correct the data if it is inaccurate or delete the data if the IACHR is not required to retain it.

You may not use anyone else's IACHR Portal account or password at any time without the express permission and consent of the holder of the IACHR Portal account. The IACHR cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Users will have a limited number of log-in attempts before their Portal account is temporarily locked. When the limit of number of attempts is exceeded, the authentication module will lock the User's account (disallows authentication attempts) for a limited period of time.

After 3 failed log-in attempts the account will automatically lock for 25 minutes. Thereafter, the account holder can attempt to log-in once every 25 minutes until the account holder is able to log in successfully. Login "failed attempts" will be reset every time the account holder is able to log in successfully. Moreover, an account holder can request a new password via the link "Forgot Your Password" at any time of the process.

Passwords in the Portal expire 6 months after a new password is defined. For security reasons, an account will automatically be set as inactive after its password expiration date has been reached.

An account may become "inactive" or "locked" if:

- Petitioner accounts: After 6 months without logging into the IACHR Portal, the account will be automatically set to inactive. An account can be reactivated by requesting a new password under the "Forgot Password" link.
- State accounts: After 3 months without logging into the IACHR Portal, the account will be automatically set to inactive. An account can be reactivated by requesting a new password under the "Forgot Password".
- All accounts: Any account will be automatically permanently locked if the account holder does not log in to the system for 5 years. Only an administrator of the system will be able to unlock these accounts.

The State may request to deactivate any of its Portal access accounts. Once the account is deactivated ("suspended"), its access to the Portal will be blocked and it will immediately be excluded from the email notifications. Only a system administrator can remove the "suspended" status, only after receiving an official note from the State requesting access to the Portal for the account holder.

When a State wishes to deactivate or activate a Portal account, this request should be sent in an official note by email to [CIDHPortal@oas.org](mailto:CIDHPortal@oas.org).

When a petitioner wishes to deactivate his/her Portal account, this request should be sent by email to [CIDHPortal@oas.org](mailto:CIDHPortal@oas.org).

A quality check will be made on any password defined in the Portal. If the password does not comply with the quality standard imposed, the Portal will reject the password.

The standards imposed by the Portal for passwords are:

- a. Password length: minimum of 8 characters
- b. Numeric characters: minimum of 2 numbers
- c. Special characters: minimum of 1 special character
- d. Capital characters: minimum of 1 capital character

Account holders will not be able to reuse previous passwords.

The User Portal session will expire after 20 minutes of inactivity. If there is no activity for 20 minutes, a message will appear informing the User that the session has expired and it will automatically close. If a session closes due to inactivity, the User must log in again with user name and password. Users are strongly urged to save the information in their petition or request for precautionary measures form periodically while completing it, as any information that was not saved will be lost.

## **5. Privacy**

By using the Portal, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Portal may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## **6. Confidentiality**

Where a User connects to the Portal, certain of his/her particulars, such as Internet digital address (IP), navigation round the Portal, software used, time spent and other like data are stored on the GS/OAS servers. These items do not specifically identify the User. The information is only put to internal use, for the purposes of analyzing the traffic on the Portal.

The GS/OAS accepts no responsibility as regards the security of the information in question.

## **7. Liability**

In no event will the GS/OAS be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if the GS/OAS has been advised of the possibility of such damages.

While every effort has been taken to ensure that all details are correct, the IACHR cannot accept any responsibility for the accuracy of information contained in this Portal, nor for the consequences of any actions taken or not taken as a result of this information.

## **8. Violation of These Terms of Use**

The IACHR may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Portal, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the GS/OAS' rights or property, or the rights or property of visitors to or Users of the Portal.

You agree that the IACHR may, in its sole discretion and without prior notice, terminate your access to the Portal and/or block your future access to the Portal if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Portal.

You agree that the IACHR may, in its sole discretion and without prior notice, terminate your access to the Portal, for cause, which includes (but is not limited to) (1) a request by you (self-initiated account deletions), (2) discontinuance or material modification of the Portal or any service offered on or through the Portal, or (3) unexpected technical issues or problems.

## **9. Cookies and Other Technologies**

The IACHR's websites, interactive applications and email messages may use "cookies" and other technologies. We treat information collected by cookies and other technologies as non-personal information. However, Internet Protocol (IP) addresses or similar identifiers may be considered personal information. To the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of these Terms of Use.

The IACHR uses cookies and other technologies to remember personal information when you use our Portal and applications. Our goal in these cases is to make your experience with the IACHR more convenient and personal.

If you do not want to use cookies, most browsers allow you to disable them. To do this, look at the "help" menu on your browser.

Please note that it is not technically possible for us to allow you to carry your settings with you between your browsers and devices, so you will need to change these settings for each browser you use.

As is true of most Internet services, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data.

## **10. Feedback and Information**

Any feedback you provide at this Portal shall be deemed to be non-confidential. The IACHR shall be free to use such information on an unrestricted basis.

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