

## **Act Sustainably, Act for the Planet (ASAP) platform Terms of Service**

### **Terms of Service**

Welcome to **Act Sustainably, Act for the Planet (ASAP)**, the online training system that ActionAid (the Owner) developed and managed. ASAP is designed to provide an optimal learning experience, effectively connecting learners, instructors, and educational organizations. Our platform is built on advanced technologies, ensuring security, flexibility, and user-friendliness.

ASAP includes features for managing lectures, courses, question banks, and tests, as well as powerful communication and reporting tools, to support comprehensive online learning and training.

### **Acceptance of Terms**

By accessing and using ASAP, you confirm that you have read, understood, and agreed to comply with all terms outlined in this document. If you do not agree with any part of the Terms of Service, please stop using the system immediately.

The Owner reserves the right to update, modify, or add to these terms at any time. Changes will take effect immediately upon posting on the website or direct notification through the system. Your continued use of the ASAP after the terms have been updated will consider your acceptance of those changes.

To ensure effective and lawful use of the ASAP, you commit to:

- Not using the system for illegal purposes or violating applicable laws.
- Using the system only for the purposes outlined in this document.
- Providing accurate information when creating an account and updating it promptly if changes occur.

The Owner is not liable for any loss or damage arising from your non-compliance with these Terms of Service.

### **Right to Use**

ASAP provides the right to use the platform and its features for online training purposes, including:

- Users: Access to courses, study materials, and exams relevant to enroll content.
- Lecturers: Creating, editing, and managing learning content such as lectures, tests, and questions.
- Administrators: Managing the entire system, including user account management, course configuration, and monitoring learning progress.

This right to use is non-exclusive, non-transferable, and may be revoked in case of violations of terms. Users must ensure their use of the ASAP does not violate laws or harm the rights of third parties.

### **User Obligations and Responsibilities**

- **Accurate Information:** Users commit to providing accurate and complete information when registering an account and during system use. Providing misleading information may result in the termination of access rights.
- **Account Security:** Users are responsible for securing their accounts and passwords. The owner is not responsible for any loss or damage arising from unauthorized use of your account.
- **Legal Compliance:** Users commit not to using ASAP for illegal purposes, including but not limited to:
  - Uploading uncopyrighted or inappropriate content.
  - Interfering with system operations or engaging in acts that harm other users.
  - Distributing malware or other harmful software.
- **Cooperation:** In case of incidents or investigation requests, the Users must fully cooperate with The Owner to ensure compliance with regulations.

The Owner has the right to apply appropriate measures, including suspending or terminating access rights if violations are detected.

#### **Permitted Content:**

- All content uploaded to the system must comply with the law and not infringe on the intellectual property rights of any individual or organization.
- Content must be appropriate for educational and training purposes and must not contain incitements or hostility.

#### **Prohibited Content:**

- Content that violates the law, including but not limited to violent, discriminatory, or hate-inciting content.
- Content that invades the privacy or intellectual property rights of third parties.
- Materials or software containing malware, viruses, or other destructive tools.

**Responsibility:** Users are fully responsible for the content they upload or share on ASAP. The Owner reserves the right to delete any violating content without prior notice.

### **Responsibilities of The Owner**

- **Data Security:** The Owner is committed to protecting personal information and user data according to the Privacy Policy. Personal information will only be used for the operation and improvement of the system.

- **Maintenance and Upgrades:** We will carry out regular maintenance to ensure the system operates smoothly and effectively. Notifications regarding maintenance will be sent at least 24 hours in advance.
  - **Technical Support:** Our support team is ready to address technical issues via email or hotline during business hours.
- Limitation of Liability:** The Owner is not liable for incidents beyond our control, including but not limited to natural disasters

### **Privacy policy**

- **Commitment to Privacy:** ASAP is committed to protecting user privacy and strictly adheres to current laws and regulations on personal data protection.
- **Data Collection:** The Owner collects personal information such as name, email, phone number, and other relevant data when users register or use the service.
- **Data Usage:** Personal Data is used to provide services, support customers, upgrade systems, and send important notifications.
- **Data Sharing:** ASAP does not share users' data with any third party unless there is consent or as required by law.
- **Data Storage and Security:** Personal data is stored on secure servers and protected by modern security measures.
- **User Rights:** Users have the right to request access, correction, or deletion of their personal information by contacting the Owner

### **Termination by User**

Users can terminate their use of ASAP at any time by contacting support to request account deactivation. After the account is deactivated, access to the system and related content will be revoked.

**Termination by the Owner:** The Owner has the right to suspend or terminate a user's account in the following cases:

- Violation of the terms of service.
- Intentionally causing harm or disrupting the operation of the system.
- Using ASAP for illegal purposes.

In these cases, The Owner may notify the user in advance (if feasible) and provide a clear reason for the termination.

**Consequences of Termination:** After the account is terminated, the user will no longer have access to content, data, or resources used on ASAP. The Owner is not responsible for backing up or storing user data after the account is deactivated.

### **Security and Limitation of Liability**

The Owner is committed to protecting the system from security risks through modern measures such as data encryption, firewalls, and access control. However, we do not guarantee that the system will be completely unaffected by cyberattacks.

The Owner is not responsible for any loss or damage arising from misuse, breach of terms, or incidents beyond our control such as natural disasters or network outages.



The Owner is only responsible for the payments that the user has made within the last 12 months.  
User Risk: Users need to ensure their devices are secure and free of malware or tools that could compromise ASAP's systems.

### **Governing Law**

This Terms of Service is governed by the laws of the Socialist Republic of Vietnam. Any disputes arising from or in connection with this term shall be resolved by a competent court in Vietnam.  
Entire Agreement: These Terms represent the entire agreement between Digital Innovation and the user regarding the use of ASAP, superseding any prior agreements or representations.

**If you have any questions or requests regarding these terms of service, please contact us via email: [asap.learn@actionaid.org](mailto:asap.learn@actionaid.org)**