

Terms of Service

Please read these Terms of Service (the “Terms”) fully and carefully before using Murtala Muhammed Foundation and the services.

These Terms set forth the legally binding terms and conditions for your use of the Site and the Services provided by Murtala Muhammed Foundation, its parents, subsidiaries, and affiliates (collectively, “Murtala Muhammed Foundation,” “we,” “us” and “our”). These Terms include the provisions in this document, as well as those in the Privacy Policy.

BY USING OR OTHERWISE ACCESSING THE SERVICES, REGARDLESS OF WHETHER YOU REGISTER OR CREATE AN ACCOUNT THROUGH THE SERVICES. YOU AGREE TO THESE TERMS, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY. AS FURTHER DESCRIBED BELOW. YOU ALSO AGREE THAT THE TERMS WILL BE GOVERNED AND INTERPRETED PURSUANT TO THE LAWS OF THE FEDERAL REPUBLIC OF NIGERIA; AND TO RESOLVE ANY DISPUTE THAT YOU MAY HAVE WITH US WITH RESPECT TO THE SERVICES IN NIGERIA AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU CANNOT USE THE SERVICES

Will these Terms ever change?

We reserve the right to change the Terms at any time, but if we make any material changes, we will bring it to your attention by placing a notice on the Services, by sending you an email, and/or by some other means. If you don’t agree with the new Terms, you are free to reject them, but you may no longer be able to use some or all of the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What are the basics of using the Services?

You may be required to give us your bio data. You promise to provide us with accurate, complete, and updated registration information about yourself. You represent that you have properly identified yourself by entering your own name and personal identifiers when registering for the Services and not those of any other person. You may not transfer your account to anyone else without our prior written permission. You’re responsible for any activity associated with your account, and for keeping your account password secure. You represent and warrant that you are an individual of legal age to form a binding contract. You will only use the Services for your own internal, personal, non-commercial use, and the personal, non-commercial use of your family members or dependents to which Murtala Muhammed Foundation may provide services and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t

authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law. Murtala Muhammed Foundation reserves the right to monitor use of this site to determine compliance with these Terms, as well as the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Murtala Muhammed Foundation nor any third party that provides Content to Murtala Muhammed Foundation will assume or have any liability for any action or inaction by Murtala Muhammed Foundation or such third party with respect to any submission.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including Murtala Muhammed Foundation);
- Violates any law or regulation, including any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your Murtala Muhammed Foundation account or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content;

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are the security provisions for these Terms?

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Murtala Muhammed Foundation will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Murtala Muhammed Foundation considers insecure, Murtala Muhammed Foundation will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Murtala Muhammed Foundation reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Murtala Muhammed Foundation reserves the right to investigate suspected violations of these Terms of Use.

Murtala Muhammed Foundation reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Murtala Muhammed Foundation to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Murtala Muhammed Foundation’s) rights.

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You understand that Murtala Muhammed Foundation owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

We’re always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We’ll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn’t always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

What about medical information made available on the Services?

You understand and agree that the health information and other content appearing on the Services or developed with your input or the input of our Business Associates as a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, Murtala Muhammed Foundation) is for informational purposes only.

YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. The information provided is not a substitute for professional health care and is not meant to replace the advice of a health care professional. It is not intended to advocate the use of one treatment or drug over another – only your medical professional can determine the right course of treatment for you and determine what is safe, appropriate and effective based on your needs. You should see your healthcare provider for any medical condition. The Services are not meant to diagnose or treat. Consult your physician before taking any drug, changing your diet, starting or stopping any course of treatment or starting a new fitness regimen. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CONSULT YOUR DOCTOR. NOTHING STATED OR POSTED ON THE SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTHCARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

You have the right to:

- Get a copy of your medical information
- Correct your medical information
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information

We have the right to share your medical information in instances of:

- Preventing Disease
- Reporting adverse reactions to medications
- Preventing or reducing a serious threat to anyone's health or safety
- Carrying out health research
- Sharing with law enforcement purposes or with a law enforcement official
- Sharing with health oversight agencies for activities authorized by law
- Responding to lawsuits and legal actions

Do I have to grant any licenses to Murtala Muhammed Foundation or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." You grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent it relates to User Submissions that are also your personally-identifiable information. You hereby grant Murtala Muhammed Foundation a royalty-free, perpetual, sublicense able, irrevocable, and worldwide license to translate, modify and reproduce and otherwise act with respect to such User Submissions in order to operate the Services.

Who is responsible for what I see and do on the Site?

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Murtala Muhammed Foundation.

Murtala Muhammed Foundation has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Murtala Muhammed Foundation will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

What is our mobile text message policy?

Consistent with our Privacy Policy some of our Services may allow you to receive SMS/MMS notifications (text messages) from us. To the extent your SMS/MMS notification settings permit us to send text messages to your mobile phone, and you opt in to receiving these text messages, our Terms and conditions apply.

Warranty Disclaimer

Neither Murtala Muhammed Foundation nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services.

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Limitation of Liability

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Indemnity

To the fullest extent allowed by applicable law, you shall defend, indemnify, and hold harmless Murtala Muhammed Foundation, our affiliates and each of our and their respective employees, contractors, directors, suppliers, partners and representatives from all liabilities, claims, damages, losses and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the services and content we offer, violation of these Terms, or infringement by you, or any third party using your identity in the services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have on file (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

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