



Terms and Conditions of Use-UHAI EASHRI

Last Updated: Date 19TH NOVEMBER 2019

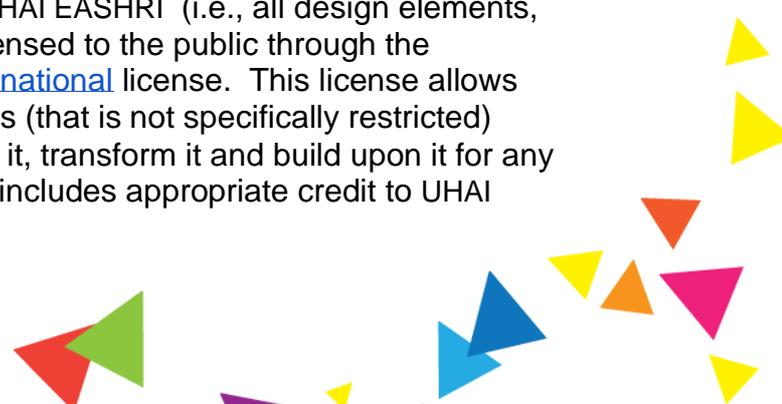
Thank you for visiting the UHAI EASHRI's home on the web. We are committed to transparency, openness, and respect for all people's rights—a philosophy that extends to the content on this site. Through a [Creative Commons](#) license, we encourage greater accessibility to the materials that UHAI EASHRI staff and grantees create and publish, which means you can share and repurpose much of what you see on www.uhai-eashri.org, but not everything. While we are firm believers in openness, we also strive, whenever possible, to protect the rights of individual artists and their works.

For more information about your rights as a creator or a potential user of content from our site, please read the terms of use below.

These terms of use apply to the Website of the UHAI EASHRI located at uhai-eashri.org is accessed and/or used, whether via personal computers, mobile devices or otherwise, and other interactive features, applications (including mobile applications) or downloads operated by UHAI EASHRI (“we” and “us”) that are offered or made available by us. In addition to the Content (as defined below) on the Website and the services provided by us through the Website (“Services”), the Website provides you with various opportunities to submit Content and participate in various community Services. By using our Website and the Services, you are accepting the practices described in these terms of use. We reserve the right to modify or amend these terms from time to time without notice. Your continued use of our Website following the posting of changes to these terms of use will mean you accept those changes.

1. Copyright, Ownership, and Creative Commons License

All of the content featured or displayed on the Website (“Content”) is owned by the UHAI EASHRI, its licensors and/or its Content providers. All elements of the Website, including without limitation the design and the Content, are protected by copyright, trademark and other laws relating to intellectual property. The Content owned by the UHAI EASHRI (i.e., all design elements, text, graphics and arrangements) is licensed to the public through the Creative Commons [Attribution 4.0 International](#) license. This license allows users to download Content owned by us (that is not specifically restricted) from the Website and to share it, adapt it, transform it and build upon it for any purpose, so long as any such use: (a) includes appropriate credit to UHAI



EASHRI ; (b) contains a link back to www.uhai-eashri.org as the original source of the work and a link to the Creative Commons [Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/) license; and (c) indicates if changes were made to the original Content. Except as authorized under copyright law, you are responsible for obtaining permission to use any Content owned by any party other than UHAI EASHRI . This includes most photographs, illustrations and videos present on the Website, which are licensed by UHAI EASHRI from third parties and come with limited rights that do not allow us to make them available via a Creative Commons license. If you want to know who the copyright holder is for a specific photo, illustration or video, please contact us at info@uhai-eashri.org and we will provide you with that information. You shall comply with all applicable law regarding your use of the Website and the Services. You will not remove any copyright, trademark or other proprietary notices from material found on the Website.

2. Use of the Website

You may only use the Website in the manner in which the Content you access is intended and in compliance with these Terms and Conditions of Use and with any and all applicable state, local and international laws, rules and regulations. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, software, products or services contained with the Website without the express written consent of UHAI EASHRI. You may not use the Website or any of its Content to further any commercial purpose, including any advertising or advertising revenue generation active on your own website or in any other form or medium. All rights not expressly granted to you in these Terms of Use are reserved and retained by UHAI EASHRI and/or its Content providers.

No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Website unless expressly reserved in these Terms of Use.

32. Trademarks

All trademarks, service marks and trade names of UHAI EASHRI or its partners, vendors or licensors used herein (including, but not limited to, UHAI EASHRI name and UHAI EASHRI logo) (collectively "Marks") are trademarks or registered trademarks of UHAI EASHRI or its partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials on this Website, without the UHAI EASHRI 's prior written consent. The use of the Marks on any other Website or network computer environment is not allowed. UHAI EASHRI prohibits the use of the Marks as a "hot" link on or to any other Website unless establishment of such a link is approved in advance.

43. Submission Policy

Where UHAI EASHRI has specifically invited or requested submissions, UHAI EASHRI encourages members of the public to submit user published Content or user Content (e.g., postings, comments to our blogs, participation in communities, videos, tips, etc.) to UHAI EASHRI that they have created for consideration in connection with the Website and any related programs, books and broadcasts (“User Submissions”). User Submissions remain the intellectual property of the individual user. By posting User Submissions on our Website, you expressly grant UHAI EASHRI a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such User Submissions and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential, and UHAI EASHRI shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

54. Inappropriate Materials and Submissions

You are prohibited from posting or submitting any unlawful, threatening, defamatory, libelous, obscene, or any other material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and the sender’s agents to civil and criminal penalties. UHAI EASHRI may reject any submissions or postings in which UHAI EASHRI believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms and Conditions, UHAI EASHRI reserves the right to determine, in its sole discretion, if such a violation has occurred and to remove any such submission or posting from the Website. You further understand and agree that sending unsolicited e-mail advertisements to the Website or any user of the Website or through voice computer systems is expressly prohibited by these Terms and Conditions. Any such unauthorized use of our computer systems is a violation of these Terms and Conditions and applicable “anti-spam” laws. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including, without limitation, the immediate removal of the related materials from this Website. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

65. Framing this Website

Running or displaying this Website or any information or material displayed on this Website in frames or through similar means on another Website without our prior written permission is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations.

76. Third-Party Links

From time to time, this Website may contain links to websites that are not owned, operated or controlled by UHAI EASHRI . All such links are provided solely as a convenience to you. If you use these links, you will leave this Website. We are not responsible for any content, materials or other information located on or accessible from any other website, nor any products or services that you buy from any other websites or any donations made through any other websites. We do not endorse, guarantee or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the products or services that you may obtain from using any other websites or how any donations you make through such websites will be used. If you decide to access any other websites linked to or from this Website, you do so entirely at your own risk.

87. Account Registration and Security

You understand that you may need to create an account to have access to certain portions of the Website. In consideration of your use of such portions of the Website, you will: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Website's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if UHAI EASHRI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, UHAI EASHRI has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any **portion thereof**). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and the intended use of the Services and Website. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account, so you should take reasonable steps to protect this information.

98. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that, in our sole discretion, imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (b) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the site; or (c) bypass any measures we may use to prevent or restrict access to the Website.

109. Force Majeure

Neither UHAI EASHRI nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or inability to secure raw materials, transportation facilities or fuel, energy shortages, or acts or omissions of other common carriers.

110. Disclaimers

Your use of this Website is at your risk. The information, materials and services provided on or through this Website are provided "as is" without any warranties of any kind, including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. UHAI EASHRI does not warrant the accuracy or completeness of the information, materials or services provided on or through this Website. The information, materials and services provided on or through this Website may be out of date, and UHAI EASHRI does not make any commitment or assume any duty to update such information, materials or services. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

121. Limitations of Liability

UHAI EASHRI does not assume any responsibility for, and will not be liable for, any damages to, or any viruses that may infect your computer, telecommunication equipment or other property caused by or arising from your access to, use of, or browsing this Website, or your downloading of any information or materials from this Website. We do not guarantee continuous, uninterrupted or secure access to our Website or Services, and operation of the Website may be interfered with by numerous factors outside of our control.

In no event will UHAI EASHRI, or any of its officers, trustees, directors, employees, agents, successors or assigns, nor any party involved in the creation, production or transmission of this Website, be liable to you or

anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, any Websites linked to this Website, or the materials, information or services contained on any or all such Websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. You specifically acknowledge that UHAI EASHRI shall not be liable for user submissions or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions. In the event of any problem with this Website or any content, you agree that your sole remedy is to cease using this Website. In no event shall the UHAI EASHRI 's total liability to you for all damages, losses and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed twenty-five dollars (\$25.00).

132. Indemnity

You agree to defend, indemnify, and hold UHAI EASHRI harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (a) the use of the Website or the Internet or your placement or transmission of any message or information on this Website by you or your authorized users; (b) your violation of any of these Terms and Conditions, including without limitation, your breach of any of the representations and warranties herein; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of Kenya or any other country; (e) any claim or damages that arise as a result of any User Submission that you provide to UHAI EASHRI ; or (f) any other party's access to and use of the Website with your unique username, password or other appropriate security code.

143. Release

In the event that you have a dispute with one or more other users of the Website, you release UHAI EASHRI (and our officers, trustees, directors, employees, agents, successors and assigns) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

154. Termination

You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We may also block your access to our Website in the event that (a) you breach these Terms and Conditions; (b) we are unable to verify or

authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

165. General

Any claim relating to, and the use of, this Website and the materials contained herein is governed by the laws of Kenya. You consent to the exclusive jurisdiction of Kenya. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms and Conditions and all incorporated agreements may be automatically assigned by UHAI EASHRI in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 8 (Access and Interference), 11 (Limitations of Liability), 12 (Indemnity), 13 (Release), and 15 (General) of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.

176. Entire Agreement

These Terms and Conditions are the entire agreement between the user and UHAI EASHRI supersede any prior understandings or agreements (written or oral).

187. Additional Assistance

If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at info@uhai-eashri.org.

198. Copyright Notice

All design elements, text, graphics and arrangements are Copyright ©