User Agreement

By accessing or in any manner using this website, its components or any associated software, website or information made available therein or by or through Africa Resource Centre NPC (“ARC”) or Igloo (collectively, the “Sites”), You, the User, hereby expressly agree that the agreements, terms of use, conditions, restrictions, limitations and prohibitions (collectively, the “Terms”) applicable to ARC or otherwise applicable to a User of any Sites or the software or information therein, shall apply to You, the User, mutatis mutandis, to and for the benefit of ARC, and as further supplemented, amended and provided herein. All such applicable Terms are incorporated in this User Agreement (the “User Agreement”) by reference.

Without limitation on the foregoing, You, the User, hereby acknowledge and expressly agree:

1. ARC is a non-profit, public benefit organization, and a principal purpose of the Sites is to allow ARC and Users of the Sites to share knowledge, practices and processes, as well as documents, data, analyses, text, sound, video, pictures, graphics, posts, emails and other information and materials in any form (collectively, the “Content”), with the goal of achieving a public good by enhancing in-county supply chains to increase the availability of medicines for the public. You recognize and agree that a public good and purpose will be served by making knowledge, information and applicable Content available to other Users and the public, as and where appropriate;

2. to comply with this User Agreement and all applicable Terms, and You agree that such are legally binding on You to and for the benefit ARC (and Igloo and other Users, as and where applicable);

3. to use the Sites only for legitimate purposes, and otherwise in accordance with the recognized purposes for the Sites;

4. not to use the Sites or the Content therein in any manner contrary to applicable law, this User Agreement or the Terms, or to the detriment, reasonable interests or rights of ARC, other Users (or Igloo or other persons or entities, as applicable or appropriate);

5. that all Content, however posted, provided or otherwise made available, are the sole responsibility of the posting or providing User or party from whom such Content originated. This means that You, not ARC, are fully responsible for all Content that you post, transmit or otherwise provide or make available in connection with any Sites. You represent, warrant and covenant that you have and will continue to have all necessary rights and authority in and to the Content, the authority to grant any licenses, and that Content does not infringe the rights (including, without limitation, intellectual property rights) of any third party;

6. that ARC does not control the Content that Users or others post, transmit, provide or otherwise make available or distribute in connection with any Sites, and ARC is not responsible for any such Content. ARC makes no claim, representation, warranty or guarantee in any manner regarding the Content, other Users, the rights to or the accuracy, completeness, integrity, quality or usefulness of any Content;

7. that under no circumstances shall ARC be liable, responsible or obligated in any manner in connection with any Content, or the actions or omissions of any User or other person or entity;

8. that You are fully responsible for all activities conducted under your username and password;
9. not to upload to the Site(s), display or distribute any Content that is or that reasonably may be considered to be pornographic, racist, vulgar, obscene, defamatory, libellous, abusive, unlawful, tortious, objectionable, obscene, invasive of privacy, discriminatory or otherwise inappropriate;

10. that ARC (or Igloo), in its/their sole discretion, may remove any Content on the Sites, and may deny access to the Site(s) to You or any User, without cost, liability or obligation to ARC (or Igloo);

11. that You provide all consents, approvals and authorizations as may be required, necessary or otherwise appropriate (including, without limitation, in connection with privacy laws) pursuant to or in connection with the Terms or this User Agreement;

12. to comply with all applicable copyright, licensing and other intellectual property and proprietary rights of other Users as well as other persons and entities (including, without limitation, the authors or originators of Content). You agree not to post, upload or otherwise disseminate any Content that you do not have rights to under applicable law, or contractual or fiduciary relationship, or that infringes any intellectual property, industrial or other proprietary rights (including, without limitation, copyrights, moral rights, attribution rights, trademarks, service marks, logos, brand names and trade secrets) of any person or entity;

13. that as between You and ARC, You own or have rights to Content that you submit or provide to the Sites. In order to support the goals of ARC to achieve a public good, You provide ARC and its Representatives with such rights as may be necessary or appropriate for ARC to facilitate the hosting and use of the Sites and the Content You provide, save and except as may otherwise be agreed by You and ARC in writing. You grant ARC a non-exclusive, worldwide, transferable, sub-licensable, royalty-free, fully paid-up license and right to use, reproduce, perform, display, distribute and publish the Content that You provide to or through the Sites. You can end that license to ARC by deleting Content from the Sites, or generally by closing Your membership in or account with the Sites, except to the extent that You shared any Content with others in connection with the Sites and they copied, re-shared or stored it;

14. that other Users may access and share the Content You provide, consistent with Your choices, the Terms and this User Agreement. Except as expressly provided by the Terms or this User Agreement, or as agreed in writing with the owner of Content, You are not granted any rights in or to Content provided by other Users that is on or made available through any Sites;

15. that ARC makes no warranties or representations of any kind or nature, and ARC disclaims all representations and warranties, whether express, implied, based in statute or otherwise, including, expressly without limitation, all warranties, representations and conditions of merchantability, usability, fitness for a particular purpose, accuracy, title, non-infringement of intellectual property rights or other rights, or arising through a course of dealing, usage or trade, or otherwise;

16. that in no event shall ARC, its officers, directors, employees, members, affiliates, agents, providers and representatives (collectively, the “Representatives”) be liable for any damages, losses, liabilities, demands, obligations, costs or expenses, of any kind or nature (including, without limitation, actual, special, incidental, consequential, exemplary, punitive or otherwise), arising from any source, whether known or unknown, foreseeable or unforeseeable, in connection with any Sites, this User Agreement, or the acts or omissions of You, any User or any other person or entity. Without limitation on the foregoing, in no
event shall ARC be liable to You, any User or any other person or entity in connection with the use or misuse of any Sites or the posting, use, misuse or distribution of any Content;

17. to indemnify ARC and its Representatives, and hold each and all of them harmless from and against, any and all claims, demands, losses, damages, liabilities, obligations, costs and expenses (including reasonable attorney fees and expenses) (collectively, “Claims”), of any kind or nature, whether known or unknown, foreseeable or unforeseeable, arising from Your use or misuse of the Site(s), Your posting, use, misuse or unauthorized distribution of Content, Your violation or breach of the Terms or this User Agreement, and Your acts or omissions. You further release ARC and its Representatives from all such Claims that You may have against them at any time, and you waive all rights that may limit such release; and

18. that this Agreement and the Terms may be amended, supplemented, modified or terminated by ARC (or by Igloo, as appropriate) at any time in its/their sole discretion. All such modifications and other described actions shall be notified to You in writing and shall be deemed accepted by You upon Your access or use of any Site. ARC’s and Igloo’s respective rights shall survive any termination of this User Agreement and any discontinuation of Your use of any Site.