

CENTRE FOR AFRO-IP LAW & POLICY RESEARCH

TERMS OF USE

A warm welcome to the website of the Centre for Afro-IP Law & Policy Research (hereinafter 'the Centre') This website (hereinafter 'the Site') is operated by the Centre to provide online access to information about the services rendered by the Centre as well as the activities and projects organized by the Centre.

By using the Site, you agree to these Terms of Use. If you do not agree to these terms of use, you may not use this website. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms of use at any time.

1. Disclaimer and Limitation of Liability

The information contained on the Site is for general information purposes only. While we endeavour to keep the information up-to-date and correct, the information on the Site is provided "as is". To the fullest extent permissible under the applicable law, we disclaim all warranties, express or implies, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Any reliance you place on such information is therefore strictly at your own risk.

Every effort is made to ensure that the Site remains available. However, the Centre takes no responsibility for, and will not be liable for, the Site being temporarily unavailable due to technical issues beyond our control, or for maintenance or other technical reasons. We do not warrant that the function of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make the Site available are free of viruses or other harmful components.

In no event will we be liable for any loss or damage including without limitation, any direct, indirect, incidental, consequential, special or exemplary loss or damage. If you are dissatisfied with the Site, your sole and exclusive remedy is to discontinue using the Site.

2. Use of Site

You may use the Site and the information, writings, images and/or other works that you see, hear, or otherwise experience on the Site (hereinafter 'the Content') solely for your non-commercial, personal purposes. No right, title, or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Except as expressly authorized by the Terms of Use, you may not use, modify, copy, distribute, transmit or derive another work from any Content obtained from these Sites.

3. Limitations on Use

You agree to use the Site only for lawful purposes. You may not take any action that might compromise the security of the Site, render the Site inaccessible to other users or otherwise damage the Site or the Content. You may not use the Site in any manner that may interfere with the rights of third parties.

4. Copyright and Trademarks

4.1. Copyright

This Site and its Content are protected by the copyright laws of the Republic of Kenya as read together with International Treaties on Copyrights. All rights, title, and interest to the Content contained in the Site belong to the Centre or its partners, affiliates or contributors who have authorized the use of their work on the Site.

4.2 Prohibited Uses

You may not, except by our express written permission or as provided elsewhere in the Site, copy, alter, distribute or commercially exploit the Content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

4.3 Trademarks

You may not use any of the marks or logos appearing throughout these Site without express written permission from the trademark owner, except as permitted pursuant to applicable law.

5. Links to Third-Party Web Sites

From time to time the Site may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) or that we are in any way affiliated with the website(s). We are not liable or responsible for any such linked website(s) or their content.

If you use the links, you will leave the Site and will be subject to the terms of use and privacy policies applicable to the linked website(s), which may differ from those applicable to these Site. We are not liable or responsible for any loss or damage resulting from failure to consult the privacy policies of such linked website(s) or for reliance on these Terms of Use with respect to such linked website(s).

6. User-Supplied Information

The Centre does not receive any confidential or proprietary information from you via the Site. You hereby warrant and guarantee that any material, information, or data you transmit to us via or in connection with the Site is to be considered non-confidential and non-proprietary. You also warrant and guarantee that you have the legal right to transmit, post, or supply any information you transmit, post, or supply to the Site and that doing so will not violate applicable law or the rights of any individual or entity.

7. General Provisions

7.1. Entire Agreement

These Terms of Use, together with the Privacy and Cookie Policy, constitute the entire agreement of the parties with respect to the subject matter herein.

7.2. Severability

If any part of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these Terms of Use will remain in full force and effect.

7.3. Applicable Law

Your use of these Sites and any dispute arising out of such use is subject to, governed by, and will be interpreted in accordance with, the laws the Republic of Kenya, without regard to any conflict of laws' provisions.