

TERMS & CONDITIONS

AWESOME & BEAUTIFUL INITIATIVE

Terms & Conditions for the use of www.awesomeandbeautiful.org

By visiting this website you agree that you consent to and are bound by the following terms and conditions:

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1. Introduction

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ABI is registered in Nigeria as a charity with registration number – (RC123236)

2. Definitions

- a. The terms "you" and "user" as used herein refer to all individuals and/or entities accessing the Website.

The term "Website" as used herein refers to www.awesomeandbeautiful.org

2.1 General

By using the Website, you are indicating your acceptance to be bound by these terms and conditions. The Website may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

3. Terms of Use

- a. Users may not use the Website in order to transmit, distribute, store or destroy material:
 - In violation of any applicable law or regulation;
 - In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;

- That is defamatory, obscene, threatening, abusive or hateful.
- b. The following is prohibited with respect to the Website:
- Using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;
 - Using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Website.
 - Taking any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;
 - Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website without the Website's prior written permission;
 - Reverse assembling or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
 - Attempting to access any area of the Website to which access is not authorised.

4. Copyright and Trade Marks

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- 4.3 You may not frame this site without the express consent of ABI. Reproduction of the ABI logo is prohibited.

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- 5.1 ABI takes all reasonable care to ensure that the information contained on this Website is accurate, however, we cannot guarantee its accuracy and we reserve the right to change the information on this Website (including these terms and conditions) at any time.
- 5.2 The information, data, images, and any other kind of multimedia included in this Website have been compiled by ABI and are subject to change without notice.
- 5.3 ABI makes no warranties or representations whatsoever, about the quality, content, completeness or adequacy of such information, data or images. ABI shall not be liable for any direct, special, incidental or consequential damages, including, without limitation, lost revenues, lost profits or loss of prospective economic advantage, resulting from the use or misuse of any file in this Website or the information, data, sounds or images contained in this Website.
- 5.4 Where this Website contains links to other (external) Websites, it should be understood that these external sites are not under the control of ABI. Therefore, ABI makes no representations whatsoever about any other website to which you may have access through this Website. When you access an external website, you do so at your own risk, and ABI is not responsible for the content of those websites. These links are provided as a convenience, and the inclusion of such

links does not imply that ABI endorses or accepts any responsibility for the content or uses of such websites.

- 5.5 It is your responsibility to take precautions to ensure that any webpage you select for viewing is free from viruses and other items of a destructive nature and free from content which you may deem inappropriate.

6. Privacy Policy

- 6.1 While using this website, information about you may be either collected by us or provided by you. Such information will become the property of the Website. The Website may use this information to provide you with information regarding our events, activities, products or services from time-to-time.
- 6.2 You may request that the Website cease sending you such information or request that your personal information be removed from our database or mailing list at any time.
- 6.3 The Website will not disclose any personal information to anyone except as provided for in this policy. We may however need to disclose personal information to the Website's employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations, except in the case of the sale of the Website or its associated services or web site(s), the Website will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.

7. INDEMNITY

- 7.1 You acknowledge that you are solely responsible for the use to which you put this Website and all the results and information you obtain from it and that all warranties, conditions, undertakings, representations and terms whether express or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.
- 7.2 Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use this website.
- 7.3 Whilst we take every care to ensure that the standard of this Website remains high and to maintain the continuity of it, we do not accept any ongoing obligation or responsibility to operate this Website (or any particular part of it).
- 7.4 If any part of our terms and conditions is deemed to be unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

8. SECURITY

- 8.1 Users are prohibited from violating or attempting to violate the security of the Website, including, but without limitation:
- Accessing data not intended for such user or logging into a server or account which the user is not authorised to access;
 - Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, "flooding", "spamming", "mail bombing" or "crashing";
 - Sending unsolicited email, including promotions and/or advertising of products or services;

- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
- Deleting or revising any material posted by any other person or entity;
- Using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.

8.2 Violations of system or network security may result in civil or criminal liability. The Website will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

9. SEVERABILITY

9.1 These Terms & Conditions constitute the entire agreement between the Website and you. Any failure by the Website to exercise or enforce any right or provision of these Terms & Conditions shall in no way constitute a waiver of such right or provision.

9.2 In the event that any term or condition is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

10. E-MAIL DISCLAIMER

10.1 An email from ABI and any accompanying attachment(s) may contain confidential and copyrighted information. If you are not the addressee(s) indicated in such e-mail or responsible for delivery of the message to the addressee(s), do not copy or deliver such message or the attachments to any other person including the intended recipient. Please destroy such message and notify ABI if this is the case.

10.2 Any comments and statements contained within an email from ABI should be seen as opinions only and not statements of fact. ABI will not accept liability for any loss suffered as a result of the User relying on such message unless the message indicates that the information is subject to an express warranty and has been authenticated by a digital signature capable of verifying the integrity of the message.

10.3 An e-mail is deemed to have been sent as soon as it is reflected in our service provider's mail server logs and is deemed to be received once we have either sent a delivery receipt or confirmed receipt by way of e-mail.

10.4 ABI takes all reasonable steps to ensure that an e-mail message is free from destructive code (such as viruses) but cannot guarantee the message is free from destructive code and so cannot be held liable for any loss or damage due to destructive code. Please inform us as soon as possible should you become aware of any destructive code that originated from an e-mail sent by ABI.

10.5 ABI may monitor e-mails in an attempt to ensure the quality of communications as well as for purposes of investigating or detecting the unauthorised use of the e-mail system.

11. LAW

The user confirms that the terms and conditions and use of this Website shall be governed by the Laws of Federal Republic of Nigeria and that any and all disputes arising therefrom shall be subject to the exclusive jurisdiction of the Nigerian courts.

12. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the ABI Website ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the ABI Website, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive,

worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

13. General Provisions

- 13.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between ABI and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between ABI and you in relation to the access to and use of the ABI website.
- 13.2 No joint venture, partnership, employment, or agency relationship exists between you and ABI as a result of this Agreement or your use of the ABI website.
- 13.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
- 13.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.
- 13.5 If you have any questions about these Terms please email us at (info@awesomeandbeautiful.org)

PREPARED BY
Primus Law Partnership