



NOTICE

Before you register for the ACBF UBORA Academy programs, please carefully review the terms and conditions for participating in the program.

By registering to enrol on the program, you are entering into a contract, the UBORA Academy Participant Agreement set forth below.

Participant Agreement

This Participant Agreement ("Agreement") is made and entered into between Africa Capacity Building Foundation (ACBF) with the person appending their signature to this Agreement as Participant to ACBF UBORA Program.

By registering to participate in the ACBF UBORA course, the Participant accepts that they are entering into a binding and enforceable agreement and are willing to be bound by all the terms and conditions of this Agreement.

(Please carefully review the terms of this Agreement before appending your signature. If You do not wish to accept this Agreement, as it is presented, do not proceed with the registration).

By becoming a registered participant, you acknowledge that you have read and understood this Agreement, and You agree to be bound by all of the terms and conditions of this Agreement. ACBF may change the terms of this Agreement from time to time. Any changes to this Agreement will be advised to you in writing and will become effective and be binding on you immediately upon receipt of the communication. ACBF may also change the terms by notifying you by any other reasonable form of notification, effective immediately upon notice being provided. Your continued use of the Training following such notice constitutes Your acceptance of those changes.

Password Use and Security

By entering into this Agreement, you acknowledge that the benefits of a participant are for your exclusive use only.

Should your participation required use of a User Name on any platform, You are solely responsible for maintaining the confidentiality of Your Username and

Password and for all activities that occur under Your Username and Password. In the event of unauthorized use of your credentials, You agree to take all reasonable steps to stop such unauthorized use and to cooperate with ACBF in any investigation of such unauthorized uses or of infringements of ACBF's intellectual property rights in the Training. ACBF shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses. ACBF is in no way liable for any claims related to the use or misuse of Your Username and Password due to the activities of any third party outside of our control or due to Your failure to maintain their confidentiality and security.

Use of the UBORA Academy Service Offerings

ACBF grants to UBORA Academy registered users, a non-transferable, non-exclusive and revocable license to use the training material in each program according to the terms and conditions set forth in this Agreement.

Training is solely for Participant's personal, non-commercial use; you may not use the Training in any way in exchange for monetary consideration.

The Participant is permitted online access to the Training and may download, save, or print one hard copy of discreet sections of the text, search results, or other information from the Training solely for the personal, non-commercial use of the Participant, provided the Participant includes all copyright and other proprietary rights notices that appear on the original and that you include a customary bibliographic citation, including author attribution, date, article title, the ACBF e-Learning program, and the URL www.ACBF.org. You may not disseminate any portion of the training through electronic means, including emails lists or bulletin boards, without the prior consent of ACBF.

The Participant may only use this online access in a way that conforms to all applicable laws and regulations. Except as expressly granted by this Agreement, You acquire no right, title or license in the Training or the content or other data or materials incorporated in the Training and may not sublicense, sell, or resell the whole or any part of the Training or its contents. Except as expressed granted by this Agreement, you may not reproduce, transmit, distribute, or use the Training or the content or other data or materials incorporated in the Training without ACBF's permission. You may not commingle any portion of the Training with any other information and shall not edit, modify, or alter any portion. For permission to copy beyond what is expressly provided herein, and/or to reprint articles or any other content offered via the Training, contact the Copyright Clearance Center.

Any violation of this Agreement or abuse of the policies of the Training will result in the immediate and permanent cessation of access to all ACBF servers and services and of your rights to participate in the UBORA Programs and will be pursued to the fullest extent permitted under all applicable laws.

Copyright

While ACBF grants You the nonexclusive and limited right to use the Training as set forth in this Agreement, you acknowledge that ACBF is the sole and exclusive owner of copyright and other proprietary rights in and to the Training and in and to the content and other data and materials incorporated in the Training which is subject to intellectual property rights. All uses of the Training are subject to ACBF's copyright and other intellectual property rights.

Fees and Payments for Course Registration

ACBF will charge registration (subscription) fees for access to Training Program content and may change the fees charged at any time. When fees are changed, ACBF will notify You by e-mail, by posting a notice on the Site, or by any other reasonable form of notification. The fee options available to You will be presented within the program descriptions and at the point of registration. Access to the training will be available for the registration term specific to each program type as stated in the program descriptions following completed payment for the training. Your access to the course will be terminated at the end of the term in effect.

All fees and charges incurred in connection with Your Username and Password are your responsibility and will be billed to You.

You also are responsible for any charges incurred to access the Training, such as telephone and other equipment charges, and fees charged by an Internet access provider or other third-party service.

Limitation of Liability

You agree that the liability of ACBF, directors, officers, employees, agents and licensors, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the service or the content therein shall not exceed the amount you paid to ACBF for this service.

It is your responsibility to ensure that ACBF is paid in full for the fees due from you to participate in the course.

In no event shall ACBF, its directors, officers, employees, agents and licensors be liable to you or to any third party for any special, incidental, indirect, consequential, or punitive damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability (whether in contract, tort or otherwise), arising out of or in connection with the use or performance of the training or the content therein.

There are no representations or warranties of any kind, either express or implied, including, but not limited to: no representations or warranties as to the accuracy or completeness of information relied upon in submissions made during the training; and no representations or warranties that the service offerings or anything else provided pursuant to this agreement will not infringe proprietary rights of third parties.

Participant understands that ACBF UBORA Academy Programs are for educational purposes only. Descriptions of, or references to, products or publications does not imply endorsement of that product or publication.

ACBF UBORA Academy programs are continually under development, and changes may be made to the programs at any time.

Term and Termination

This Agreement will become effective upon Your acceptance of the terms of this Agreement {by appending your signature at the bottom or by clicking the button and, subject to the terms and conditions of this Agreement, will remain in effect while the Participant maintains a current, fully paid online registration to the program, or until terminated by ACBF.

No Assignment

This agreement is personal to You, and You may not assign Your rights or obligations to anyone.

No Waiver

Neither failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach

consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

Severability

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

Governing Law and Venue

This Agreement will be governed by and construed in accordance with international law, without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Disputes shall be resolved by negotiation failing which the matter shall be referred for arbitration. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be in accordance with UNCITRAL Arbitration Rules.

Entire Agreement

This Agreement constitutes the entire agreement between You and ACBF governing your participation in the UBORA Academy Program and supersedes any prior agreements, if any, between You and ACBF relating to any matter dealt with in this Agreement.