

## **Michael Aina Olanrewaju Foundation Terms of Use**

These Terms of Use (“Terms”) are an agreement between you and the Michael Aina Olanrewaju Foundation, a charitable trust existing under the laws of the Federal Republic of Nigeria and our affiliates and subsidiaries (together, “Foundation,” “we,” “us,” or “our”) that governs your use of this website, any other Foundation registration, website, mobile application, online portal, electronic form, survey, interactive exhibit, and any other channel or mobile feature that is managed or operated by the Foundation (collectively, “Sites”). The words “user,” “you,” and “your” refer to entities or individuals that access or use the sites. These terms do not alter in any way the terms or conditions of any other agreement you may have with us.

By accessing or using the sites, you acknowledge that you have read, understood, and agreed to be bound by these terms as amended from time to time, including the disclaimer of warranties and limitations of liability. Do not use the sites if you do not agree to these terms or if your jurisdiction will not honor them.

### **Eligibility**

The sites are only available to users who can form legally binding contracts under applicable law. By accessing or using the Sites, you represent and warrant that (a) you are at least 18 years of age, or over the age of majority in the state or country where you are a resident or citizen, and (b) if you are using the Sites on behalf of an entity, you are authorized to accept these Terms on that entity’s behalf.

### **Additional Terms**

Any new or additional features, tools, sites, portals, or content that are added to the sites will also be subject to these terms unless expressly stated otherwise. Certain features of the Sites (“Additional Sites”) may be subject to additional terms (“Additional Terms”) presented within the Additional Sites. You must agree to any applicable additional terms before using those additional sites. Unless otherwise specified in any Additional Terms, the Additional Terms supplement and are incorporated into these Terms. If you do not agree to the Additional Terms, you may not use the Additional Sites. If any of the Additional Terms are inconsistent with these Terms, the Additional Terms will govern solely with respect to those Additional Sites.

### **Restricted Use**

#### **a. General Use Restrictions**

The Sites may contain (without limitation) information, materials, data, text, software, music, sound, photographs, graphics, video, messages, instructional documents, and any other materials (collectively, the “Content”). The content is the sole and exclusive property of the Foundation or its licensors. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the content and the

sites solely for your own noncommercial and internal purposes. Except as set forth in this Section, you may not download, copy, duplicate, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, display, transfer, upload, post, create derivative works of, exploit, sublicense, or otherwise assign to any third party the Sites or Content.

Any scraping, automated access, or other unauthorized access to or storage of the sites or content may, in our sole discretion, result in the immediate suspension or termination of your access to the sites, content, your credentials, or your account (as defined below). Use of the sites or content for any purpose other than what is described in this section is prohibited.

We reserve the right to monitor and exercise all other rights of ours and to modify or remove any content or user contribution (as defined below) at any time, but we do not undertake any duty to do so. Any opinions, advice, statements, assistance, services, offers, or information expressed or made available by third parties, including users, are those of the respective author(s) or distributor(s) and not of the Foundation.

#### **b. Charitable or Governmental Use**

We may provide content that, if so designated (“**designated content**”), may be downloaded and used by you for additional purposes pursuant to this Section. You may review, download, copy, distribute, and use designated content solely for the purpose of furthering your charitable or governmental purpose and in the ordinary course of any attendant operations. You may not sell or exploit designated content or otherwise distribute it for a fee. You will not use or disclose designated content to any third parties except as expressly permitted by these terms.

In addition, notwithstanding anything to the contrary herein, with respect to the sites, content, and user contributions (as defined below), you are not permitted to:

- a. remove any proprietary notices, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management, authentication, or security system used as part of the Sites, Content, or User Contributions or any host, network, system, or account related thereto;
- b. interfere with or disrupt the proper functioning of the Sites, Content, User Contributions, or of any Foundation networks or systems, including those used by the Foundation or Foundation Third Parties to host or provide the Sites;
- c. infringe, misappropriate, or violate the intellectual property, proprietary, or privacy rights of any third party;
- d. use the Sites, Content, or User Contributions for any purpose or in any manner that is unlawful or violates any applicable local, state, national, or international law;
- e. provide or upload any content, data, or information to the Sites that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of

- another's privacy or right of publicity, hateful, or racially, ethnically, or otherwise objectionable;
- f. provide or upload through the Sites or User Contributions information, including personal data, of others that you are not authorized to provide;
  - g. use the Sites, Content, or User Contributions to develop applications, websites, or any other functionalities that leverage the Sites, Content, or User Contributions;
  - h. provide the Sites, Content, or User Contributions to the public, or otherwise make available any links, hypertext (Universal Resource Locator (URL) address), or otherwise grant access (other than a "bookmark" from a web browser) to the Sites or any part thereof;
  - i. link or shortcut to our sites from your website, blog, or similar application;
  - j. use the sites, content, or user contributions in a way that suggests you are a representative of the Foundation or for any lobbying or political activities;
- or
- k. cause damage to the Foundation's business, reputation, employees, members, facilities, or to any other person or legal entity.

### **Ownership and Intellectual Property**

The sites and content are protected by copyright, trademark, patent, and other intellectual property and proprietary rights laws. All title, ownership rights, and intellectual property rights in and to the content and sites are owned by the Foundation or our licensors. All rights not expressly granted to you are reserved. The Sites and Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms. All trademarks, service marks, logos, trade names, and any other proprietary designations of the Foundation used herein are trademarks or registered trademarks of the Foundation, our affiliates, or suppliers. You may not use any of our trademarks, logos, or trade dress without our express written consent. If you receive such consent, you must use all assets in accordance with our guidelines.

### **Account Registration**

Access to and use of some areas of our sites may require you to create a profile or register for a user account ("Account"). For example, when you respond to a request for a proposal or membership, you may need to create an account through our proposal submission portal. If you register for an account, you will create an account username and password ("Credentials"). You must provide us with accurate, complete, and current information during account registration and at all other times, and you must update all information provided to us so that it remains accurate. You agree to keep your credentials confidential and not provide them to or allow any third party to use your credentials or account. You are solely responsible for all use of your account and your credentials, whether it occurs with or without your knowledge. You agree that all uses of the identifier established for you during a registration or similar process will be attributed to and legally bind you and may be relied upon by us and any Foundation Third Party as being

a use made by you, even if someone else uses your identifier. “Foundation Third Party” means any third-party partner or service provider with whom we work to provide the sites, content, and any related services, or to pursue our mission, including, but not limited to, their respective affiliates, officers, employees, partners, representatives, and agents. You agree to notify us immediately if you suspect any unauthorized use of your account or credentials or any other breach of security. You may not sell or otherwise transfer your account. We have the right to cancel or suspend your account for any reason or for no reason at any time, as determined in our sole discretion.

### **User Contributions**

You may provide photographs, images, information, comments, data, text, or other materials, opinions, or tips, all of which may be published or displayed (hereinafter, “posted”) in public areas of the Sites or transmitted to other users of the Sites or third parties, including, for example, third-party websites and services like social media services that are integrated into or linked to the Sites (collectively, “**User Contributions**”). Your user contributions are posted on the site and transmitted to others at your own risk. We cannot control the actions of other users of the sites or third parties with whom you may choose to share your user contributions. Such third parties may have their own policies and terms that apply to your user contributions, and we are not responsible for any third party’s policies or terms. We cannot and do not guarantee that unauthorized persons will not view your user contributions.

You acknowledge, represent, and agree that all User Contributions that you post are provided voluntarily and that if you provide a User Contribution to any area of the Sites that is available to others, the Foundation and Foundation Third Parties do not control and are not responsible for the use of your User Contribution by others. If you post your user contributions on one of our online community sites, such user contributions are subject to our guidelines. If you elect to submit, provide, or make available your User Contribution to the Foundation, Foundation Third Parties, or the Sites, you:

- a. grant to us a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, irrevocable license under all of your intellectual property rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, translate, offer to sell and sell, rent, lease or lend copies of your User Contribution (and derivative works thereof) in any form or medium (whether now known or later developed), without credit or compensation to you, and in the Foundation or any Foundation Third Party’s sole discretion, to publish your name and other information about you in connection with your User Contribution;

- b. acknowledge and agree that, subject to applicable law, we may keep User Contributions indefinitely and disclose them for any purpose, including but not limited to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any User Contribution violates the rights of third parties; or (iv) without undertaking a duty to do so, protect the rights, property, or personal safety of the Foundation, its users, and the public;
- c. acknowledge and agree that you receive no licenses to the sites or content except as expressly provided in these Terms. We are under no obligation to allow you to post your User Contributions on the Sites and may, in our sole discretion, use automated or other means to edit, block, refuse to post, or remove any User Contribution (including your User Contribution) at any time.
- d. represent and warrant that you have the rights necessary to grant the rights in this Section and that your user contributions do not infringe the rights of the Foundation or any third party or violate these Terms or any applicable law.

If we suspect violations of the foregoing, we may institute legal action and cooperate with law enforcement authorities in bringing legal proceedings against violators. You are solely responsible for your user contribution and any other user contribution you provide to us or make available through the sites. You are responsible for backing up your user contributions and the information that you upload to the sites. To the extent applicable, you unconditionally and irrevocably waive (and to the extent that a waiver is not permissible under applicable law, undertake not to assert) with respect to the User Contributions all moral rights to which you may now or at any future time be entitled under applicable law.

The foundation takes no responsibility and assumes no liability for any user contribution, including loss or damage resulting from your reliance on information or other materials contained in user contributions. Under no circumstances are you entitled to payment for your user contributions. All user contributions are non-confidential and non-proprietary.

## **User feedback and submissions**

### **a. General**

You may provide to the Foundation or a Foundation Third Party feedback, ideas, remarks, data, reports, surveys, or other suggestions regarding the Sites, Content, or any service of the Foundation (“**Feedback**”). Separately, for purposes including responding to a request for proposal, seeking funding for a grant, proposing or otherwise providing information regarding actual or potential research, or for the general furtherance of our mission, you may submit to the Foundation or a Foundation Third Party proposals, documents, communications, and associated materials (“**Submissions**”). You acknowledge, confirm, and agree that: (i) your

Feedback or Submissions do not infringe or violate the rights of others or contain confidential or proprietary information of you or any third party; (ii) we are not under any obligations of confidentiality with respect to the Feedback or Submissions; (iii) we may freely use, reproduce, distribute, and otherwise exploit the Feedback or any Submission for any purpose; and (iv) you are not entitled to any compensation or funding of any kind from us for your Feedback or any Submission. You hereby grant to the Foundation a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, irrevocable license under all of your intellectual property rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, translate, offer to sell and sell, rent, lease or lend copies of your Feedback or any Submission (and derivative works thereof) in any form or medium (whether now known or later developed), without credit or compensation to you, and in the Foundation or any Foundation Third Party's sole discretion, to publish your name and other information about you in connection with your Feedback or Submissions. The foregoing license is in addition to any licenses (if any) that you may be required to provide under any separate agreement between us and you (including grants or other agreements).

#### **b. Communications Regarding Submissions**

As related to any Submission, you may receive information, comments, feedback, recommendations, and/or other inquiries from the Foundation or a Foundation Third Party (collectively, "**Submission Comments**"). Submission comments are expressly subject to the disclaimers and limitations of liability. For the avoidance of doubt, submission comments are solely and exclusively intended to facilitate clear communication and assist the foundation or any third party in evaluating a submission. Submission comments are not intended in any way to provide directly or indirectly advice, counsel, or guidance on the design and/or content of a submission, and the foundation and any foundation third party take no responsibility for the design, legal or regulatory compliance, and/or content of any submission. You are completely and exclusively responsible for all aspects of any submission and all related activities.

#### **c. Global Access**

The concept of global access to intellectual property rights plays an important role in achieving the foundation's goals. Before providing any submission, the Foundation requires that you review and seriously consider the concept of liberal global access to intellectual property.

#### **Online Community Site Guidelines**

When you visit, join, or interact with any of our online community sites, we expect that you will treat others with respect. These sites are intended to provide space for meaningful, inclusive, and safe dialogue, and they must not be used in a manner inconsistent with that purpose. In accordance with these terms, you are solely responsible for your conduct, all of your user contributions, and your

compliance with the requirements of these terms. Without limiting any of our rights or remedies under these Terms, we reserve the right to terminate your access to our Sites if you fail to interact with other users in a respectful or appropriate manner (for example, if you threaten, bully, or harass others, or if you intentionally spread false information).

### **Copyright Notice and Takedown Policy**

If you are a copyright owner and you believe your work has been copied and used improperly on the sites, please contact our copyright compliance officer as outlined below. The notification to us must include the following information: (a) the physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) a description of the work you claim has been infringed and the description and location of the alleged infringement on the sites; (c) your contact information, including address, telephone number, and email address; (d) a written statement that you have a good faith belief the accused usage is infringing; and (e) a statement by you under penalty of perjury that the information in the notice is accurate and that you are duly authorized to act on behalf of the copyright owner.

### **Linked Sites**

The sites may contain links to other websites and sites that we think may interest you (collectively, "linked sites"). Linked Sites are not under the control of the Foundation, and the Foundation is not responsible for Linked Sites, for any information or materials on, or for any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by the Foundation of the Linked Sites or any association with the operators of the Linked Sites. The Foundation does not investigate, verify, or monitor the linked sites. The Foundation provides links to linked sites for your convenience only. Linked Sites may have their own policies and terms, and we are not responsible for any Linked Site's policies or terms. You access linked sites at your own risk.

### **Privacy Policy**

Please refer to our privacy policy, which describes our practices and policies related to the collection, use, and storage of personal data collected through the sites. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information.

### **No Commissions**

We do not deal with persons desiring to be paid for services, support, or other activities unless we intentionally enter into an express contract to do so. This means, for example, that we do not pay commissions or other sums to anyone who helps arrange a grant, fulfill a job, or anything else unless we have expressly contracted to do so in writing prior to any such arrangement. We may also use, delete, or ignore any information you provide without paying you anything and without

undertaking any duties to you or anyone else. If you do not agree to this restriction, then do not submit any information.

### **Disclaimer of warranties**

To the maximum extent permitted by applicable law, the sites, content, submission comments, and user contributions are provided “as is,” “with all faults,” and “as available,” and the entire risk of use and performance remains with you. The foundation does not warrant that the sites, content, submission comments, or user contributions contain accurate information, will be free from bugs, defects, or errors, or will be accessible without interruption. The foundation, third parties, and their sellers and suppliers do not make any representations, warranties, or conditions, express, implied, or statutory, and hereby disclaim any implied warranties of merchantability, merchantable quality, fitness for a particular purpose, title, quiet enjoyment, or non-infringement.

### **Disclaimer of Certain Damages**

In no event will the foundation or foundation third parties be liable for any consequential; special; incidental; indirect; punitive damages; for loss of profits, business, goodwill, anticipated savings, or use; loss or corruption of data, confidential information, or other information; business interruption; personal injury; property damage; loss of privacy; failure to meet any duty of good faith or reasonable care; negligence; and any other pecuniary or other loss whatsoever, arising out of, based on, resulting from or in any way related to the sites, the content, submission comments, or these terms, even if the foundation or foundation third parties have been advised of the possibility of such damages.

### **Limitation of Liability and Exclusive Remedies**

To the maximum extent permitted by applicable law and to the extent they are not excluded or disclaimed under in this terms, the foundation and foundation third parties' maximum, aggregate liability to you, and your exclusive remedy under these terms for any and all damages, injuries, and losses arising from any and all claims and causes of action arising out of, based on, resulting from, or in any way related to the sites, the content, user contributions, submission comments, or these terms will be at our option: (a) substitution, correction or replacement of all or part of the content, sites, or submission comments causing your damage (if any); or (b) the amount of your damages that are not excluded and which you actually incur in reasonable reliance, which amount will be the lesser of the amount you actually paid for the item or service causing the damage (if any) or the amount of said damages so incurred. The existence of multiple claims or suits under these terms or related to the content, sites, user contributions, or submission comments will not enlarge or extend the limitation of money damages.

### **Important Notice Regarding Limitations**

Some jurisdictions do not allow exclusions and limitations of certain damages, such as the limitation of loss or liability from intentional acts (including fraud, fraudulent

misrepresentation, and failure to disclose defects), product liability, or death or personal injury. Nothing in these terms will be interpreted as excluding liability that cannot be excluded under applicable law. If you live in or are otherwise subject to the laws of one of such jurisdictions, any statutory entitlement available to you will be deemed limited to the extent (if at all) permissible under that law, and if limitation is not permitted, the exclusions in this section may not apply to you.

### **Independent Remedies**

The exclusion of damages is independent of your exclusive remedy, and it survives even if the exclusive remedy fails to fulfill its essential purpose or is otherwise deemed unenforceable. Each of the limitations of liability applies without regard to whether loss, liability, or damage arises from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

### **Indemnification**

To the maximum extent allowed by applicable law, you agree to defend, indemnify, and hold harmless the Foundation, Foundation Third Parties, its officers, employees, agents, partners, suppliers, affiliates, and licensors (“Indemnified Parties”), from and against all claims, suits, proceedings, losses, liabilities, and expenses, including attorneys’ fees and costs, whether in tort, contract or otherwise (“Claims”), relating to, arising from, or allegedly arising from (a) your use of the Sites, the Content, and/or any products or services provided by the Foundation or Foundation Third Parties; (b) activities occurring under your Account; (c) any violation of these Terms; (d) User Contributions, Feedback, or Submissions; and (e) your violation of any other party’s rights or applicable law. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you, and you will not settle any matter without our prior written consent in a non-electronic record. Your obligation to defend, indemnify, and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable national, federal, state, or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of national, federal, state, or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to these Terms.

### **Governing Law and Exclusive Jurisdiction; Dispute Resolution**

These Terms and your use of the Sites are governed by the laws of the Federal Republic of Nigeria, without regard to its choice of law provisions, except where you are required by published governmental law, regulation, directive, order, or the like to contract for application of the law of your jurisdiction. You hereby consent to the exclusive jurisdiction of the High Court of the Federal Capital

Territory, Abuja, or the Federal High Court of Nigeria sitting in Abuja (FCT). The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms. For any dispute or claim you may have arising out of or relating to the Sites, Content, User Contributions, or these Terms, you and the Foundation will each give the other the opportunity to resolve it by sending the other a written description of the dispute or claim, along with contact information, relevant documents, supporting information, and the proposed resolution, before pursuing a claim in accordance with this Section. A notice to the foundation will be sent as specified herein. The Foundation will notify you in writing at the email or mailing address that you provide to us in your notice to us or in your account information. You and the Foundation each agree to negotiate disputes and claims in good faith. If the parties are unable to resolve the dispute or claim within 90 days after either the Foundation receives your notice or we mail notice to you, you and the Foundation agree that each may pursue the dispute or claim.

### **Changes to Terms**

The Foundation reserves the right to change these Terms at any time upon notice to you, which may be provided by any legally permissible means, including (a) updating these Terms and posting them on the Sites; or (b) emailing the address you provided in your Account. You agree to periodically review these terms for changes, and you can review the most current terms. The updated terms are binding on you as of the effective date indicated in our notice. Your continued use of the sites after the effective date indicates your acceptance of the updated terms, even if you have not reviewed them. If, at any time, you do not agree to the terms, do not use the sites.

### **Termination**

We may deny or suspend access to or terminate your use of the sites in our sole and absolute discretion at any time and without prior notice. We may suspend or terminate the Sites and terminate these Terms, in our sole and absolute discretion, at any time and without prior notice, and take whatever action we deem necessary to preserve the integrity of the Sites and Content. Termination will not limit any of the Foundation's rights or remedies.

### **International Use**

Please be aware that we are headquartered in Abuja, Nigeria, and that the sites and content are governed by the laws of the Federal Republic of Nigeria. If you are using the sites or accessing the content from outside Nigeria, your information may be transferred to, stored, and processed in Nigeria or another location where our servers may be located. The Foundation makes no representation that the Sites or Content are appropriate or available for use in locations outside of Nigeria, and access to the Sites or Content from territories where the Sites or Content is illegal is prohibited. Those who choose to access the sites and content from locations outside Nigeria do so on their own initiative and are responsible for

compliance with applicable local laws. You may not use or export the sites or content in violation of Nigerian laws and regulations.

### **Force Majeure**

We are not liable or responsible to you and will not be in default or breach for any failure or delay in our performance when a failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### **General Terms**

These Terms and any: (a) notices, terms, or other items incorporated herein; (b) additional terms and conditions contained on the Sites, as a part of your participation in a particular activity or related to any Content; and (c) any additional consents or agreements provided by you on or in connection with the Sites or any Content, service, or other activity, constitute the entire agreement between you and the Foundation regarding the Sites or the subject matter hereof. If any provision of these terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and the Foundation intend that the provisions of these terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and the Foundation agree that if any provision of these Terms is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are for convenience only and have no legal or contractual significance. Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” The Foundation may assign these terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense any rights or delegate any duties hereunder. The Foundation’s failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on the Foundation if it is in a written document signed by the Foundation. Both you and the Foundation warrant to each other that, in entering these Terms, neither the Foundation nor you have relied on, or will have any right or remedy based upon, any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and the Foundation, or the Foundation’s successors and permitted assigns, will have any right to enforce any of these terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications

between you and us, whether written or verbal, regarding the subject matter of these Terms.

**Notices**

The Foundation may give you all notices (including legal process) that the Foundation is required to give by any lawful method, including by posting notices on the Sites or by sending them to any email or mailing address that you provide to the Foundation. You agree to provide current and accurate contact information to the Foundation and to check for notices posted on the sites. You agree to send the Foundation any notice by mailing it to: