

African Law Library: Terms of Service Agreement

Welcome to the African Law Library.

1. About this document

1.1 The African Law Library is a programme of the African Innovation Foundation (www.africaninnovation.org), which is based in Zürich and acting under Swiss law. The products, services and the Website of the African Law Library referred to as the “service” in this document - is subject to the terms of a legal agreement between you and African Innovation Foundation.

1.2 This document entitled “African Law Library: Terms of Service Agreement” is the legal basis of the relationship between the user and African Innovation Foundation, the service provider.

2. African Law Library

2.1 The African Law Library (hereafter referred to as the Library) is a service provided by African Innovation Foundation in cooperation with its manifold African and international partners.

2.2 The Library is available and accessible over the Internet at the website www.africanlawlibrary.net. The Library itself is a service and has many component services, referred to as the service hereafter in this document.

3. Acceptance of the Terms

3.1 African Innovation Foundation requires the user to accept the Terms of Service (hereafter referred to as Terms) in order to use the service.

3.2 You can accept the Terms by:

a) Clicking to accept or agree to the Terms where such an option is provided to you by the service provider while avoiding any particular service and/or all the services as a whole; and;

b) Actually using the service or part of it by which the user indicates her/his understanding and agreement that the usage shall be treated by the service provider as her/his acceptance to the Terms from that point on-wards.

4. Provision of Services of the African Innovation Foundation

4.1 African Innovation Foundation has entered into partnership agreements - non-commercial and commercial in nature - with institutions and individuals to develop and deliver various services to you through the Library. You understand and agree that those partners are entitled to provide you with the service on behalf of the African Innovation Foundation.

4.2 Since the service is dependent on many aspects of technical and non-technical performance of the partners, it is unavoidable that there may be occasional failures or other technical difficulties due to the technical performance either on the website of the partner concerned or on the website of the service provider you acknowledge and agree

that the service provider may not be held responsible for such difficulties, caused by third parties, in providing the service to you.

4.3 It is the constant endeavour of the service provider to deliver to you the best and most innovative service. The service provider makes every possible effort to communicate any changes in the service being provided to you in advance, through email and/or posting a notice on the website; it reserves the right, however, to change the form and nature of the service from time to time without giving prior notice to you.

4.4 The service provider may suspend - temporarily or permanently - the service or any part of it for innovation, maintenance, upgrading, routine back up, or any other unforeseen reasons, without giving prior notice to you.

4.5 The service provider may stop, disable or terminate at any point of time your account in the website, on grounds that the organisation may deem justified. As a result of that, you may not be able to access your account or any files and content kept in your account in the website of the Service Provider.

4.6 Whereas it is the sole endeavour of the service provider to preserve and maintain the files and content for as long a period as you may desire, the service provider retains the right through a stated policy to that effect to either delete or preserve in inactivated form any file you have deposited in the website.

4.7 Whereas the service provider takes every possible step to ensure the long-term preservation and archiving of the files and content you have deposited in the website, the service provider cannot be held liable and responsible for accidental deletion of the said files and content.

4.8. Whereas the service provider strictly adheres to your privacy according to the stated Privacy Policy which is part of this Term, the organisation may choose to retain the file(s) and content you submitted in the Library, even though you may have deleted your account in the website and choose to withdraw your content from other parts of the website.

4.9 The service provider may, at its own discretion, put an upper limit on the storage space provided and the number of transactions permitted during a given time period for you.

5. Your Privacy and Personal Information

5.1 Information on how the service provider collects, stores and uses your personal information and protects your privacy can be found in the service provider Privacy Policy, available at the footer of each page of the website.

5.2 You agree to the afore-mentioned Privacy Policy by using the service.

6. Password and your account security

6.1 The service provider provides the service to you in good faith, in accordance with the rules and procedures it applies to conducting its own business and partnership agreements it has entered to bring the service to you.

6.2 You shall be held liable for any activities that may occur under your account.

6.3 You shall notify the service provider immediately of any unwarranted and unlawful access to your account or unauthorised use of your password of your account in the website as soon as you become aware of it. You can contact the African Innovation Foundation at infoweb@africanlawlibrary.net

7. Content of the Library Services

7.1 The Library shall host multiple types of content, hereafter referred to as "content", in the forms of texts, data files, image files, audio files, video files, etc. from various sources.

7.2 The service provider recognises that content available in the Library or other parts of the website are protected by relevant intellectual property rights by those who provide that content to the Website or any third party. The specific terms and conditions governing copyright can be found in the copyright policy. In general, content available in the website is meant for your personal use only. You may not modify, rent, lease, loan, sell, distribute such content or create derivative works based on it (either in whole or in part) unless you have been explicitly permitted to do so by the service provider, or by the specific conditions laid down in the Intellectual Property law applicable to the content in question, normally mentioned on the document or in the metadata of the document.

7.3 The service provider has put in place a mechanism to review the appropriateness of the content available in the Library for our users. The service provider, therefore, reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from any Service.

7.4 The service provider actively prohibits uploading and/or submission of content in the Library that is unlawful in nature according to the law of the country in which you reside. Such content may include, but is not limited to, pornographic materials (including child pornography) per se (that is, not content that is concerned with academic and scientific discussion of pornography in relation to the business of the service); unauthorised copies of books, music, movies, and other licensed or protected materials including copies without proper attribution. The service provider also reserves the right to remove content which proves to be deliberately detrimental to the social, cultural, economic or political standings of individuals and/or groups of individuals. You may notify the service provider immediately upon noticing such unlawful activities with content by sending an email to infoweb@africanlawlibrary.net

7.5 The service provider respects and promotes diversity of opinion and freedom of expression. You may therefore find that part of the content is offensive to you. You agree and understand that you are using the Service by your own choice and that the Service Provider cannot be held responsible for any offense caused to you by the content.

7.6 The service provider shall not assume any responsibility whatsoever for the consequences of any content you may submit to the Service.

8. Content License from the user

8.1 Copyright to the content available in the Library is retained by the respective copyright owner who creates or submits the content, as the case may be.

8.2 By submitting, posting or displaying the content in the Library, you give the service provider a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to reproduce, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through the services. The service provider also retains the right to revoke the content to comply with court orders and applicable laws (see African Law Library Copyright Policy).

8.3 You understand and agree that, unless agreed otherwise in writing, the service provider may (a) index, retrieve, transmit or distribute your content (metadata and/or full text) over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media.

9. Content License from the service provider

9.1 The service provider gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Services as provided to you by the service provider.

9.2 You agree and understand that the copyright for and other rights to the content available in the Library, is vested in the respective owners. You are responsible for compliance with the applicable legal restrictions and for adherence to the terms and conditions defined by the respective owner. The service provider maintains a register of copyright information of specific publishers at website link.

9.3 You understand and agree that transmission, reproduction or reuse of protected material, beyond that allowed by the copyright laws applicable in the specific case, requires the written permission of the copyright owners.

9.4 Crawlers and other automated processes may not be used to systematically download content in batches from the Library.

10. Ending the relationship between the user and The Service Provider

10.1 The service provider is entitled to terminate the relationship with the user at any time without advance notice and to remove content submitted by the user from the service provider Library.

11.2 The user is entitled to terminate the relationship with the service provider at any time without advance notice and to request that content submitted by him/her be removed from the Library. If the user makes no such request within 30 days after he/she has terminated the relationship, the service provider may choose to either continue to offer the content on the website or to remove it from the Library.

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