

Terms and Conditions

This website (<https://gfesl.com/>) is owned and operated by GlobalFast Educational Services Limited (RC NO. 7151956), also known as (**GFESL**). By accessing, using, registering with, visiting, viewing or interacting with this website or its content, you explicitly agree to be irrevocably bound by the following Terms and Conditions. If you do not agree, please cease accessing this website and content immediately.

Background

1. AGREED TERMS

- (i) GFESL provides access to educational materials, services, products and other resources to private and public entities worldwide.
- (ii) GFESL grants the Customer the right to use the Services on the following Terms and Conditions

1.1 In this Agreement

a) a reference to “You”, “Your” or “Customer” is a reference to any user, customer, client or subscriber or otherwise that accesses GFESL’s Services and products including:

- i. A registered School that has as its major activity the provision of education, either primary, secondary or tertiary (or all) or of a kind, or for children of a kind, prescribed by the Regulations, and/or;
- ii. A Person, defined as any individual, business, company, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof.

b) **Claim** means any claim, demand or cause of action whether arising in contract, tort, under statute or otherwise;

c) **Confidential information** means any and all information in oral, visual, written, electronic or other form which is relating to or concerning the parties, their goods or Software or their partners, including any and all relevant:

- A. design, specification and content of the GFESL IP;
- B. terms upon which the GFESL IP is being supplied, installed and supported pursuant to this Agreement;
- C. know-how or trade secrets;
- D. information about the business affairs, personnel, policies, business strategies, activities and practices of the parties or their partners; and
- E. personal information for the purposes of the Nigeria Data Protection Act 2023 or its equivalent in the jurisdiction;
- iii. lawfully disclosed to or acquired by the parties or a third party under or in connection with this Agreement or the terms of any prior agreements between the parties; or
- iv. generally not publicly available; but does NOT include any information which the recipient party can prove;
- v. has lawfully been in a party’s possession before disclosure or acquisition by the other party under or in connection with this Agreement;
- vi. has lawfully become publicly available through no fault of any person owing an obligation of confidence to a party; or

vii. was lawfully received from another person who had the unrestricted legal right to disclose that information free from any obligation to keep it confidential

d) **Intellectual Property Rights** means any and all rights in respect of or in connection with any copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs or trade marks throughout the world, whether such rights are afforded protection by a system of registration or not, and includes all rights to apply for registration of such rights where applicable, the right to take action and obtain any damages and/or other remedies (including an account of profits) for past infringement of, or wrongful interference with those rights.

e) **Jurisdiction** means Nigeria.

f) **Loss** means any liability, cost or expense suffered or incurred by a party (whether actual or contingent);

g) **GFESL IP** means all present and future rights to industrial and intellectual property including, without limitation, any inventions and improvements, trade marks (whether registered or common law trade marks), design, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula, techniques and Confidential Information of GFESL;

2.

THE SERVICES

2.1 GFESL makes use of its online platforms to provide products and services to its users. These online platforms may contain learning materials, videos, downloadable content and other content, as well as other products and services. You may be permitted to upload content on these platforms, subject to GFESL's explicit approval, and You agree that all uploaded content may be accessible to others subject to the terms and conditions of this Agreement.

2.2 GFESL may allow You access to selected physical premises for the purpose of training, education or any other purpose as determined by GFESL, subject to GFESL's explicit approval.

2.3 GFESL may provide, or allow You to provide, physical spaces at Your premises for the purpose of GFESL's operations. This may involve a retail space, learning space, or any other space, structure or building as determined by GFESL, supplied to or by You from time to time.

2.4 You wish to access and use GFESL's learning resources and content, and to upload and share work produced.

2.5 By registering for and/or using the Services, You have agreed to all terms and conditions governing the use of the Services including the Acceptable Use Policy outlined in this Agreement and in Schedule

1, Privacy Policy and Privacy Collection Notice. GFESL reserves the right to update the Acceptable Use Policy or Agreement any time, effective upon a notification via the Services or via an email address you have registered with GFESL. Your continued use of the Services will be deemed acceptance to any variation of the Acceptable Use Policy.

2.6 GFESL reserves the right to change these terms at any time in the absence of any other agreement in writing between You and the GFESL. Any change shall become effective upon a

notification via the Services or via an email address you have registered with GFESL or an email address that you have subsequently provided to GFESL. It is your obligation to ensure that you have read, understood and agree to any changes in the terms if notified. Your continued use of the Services will be deemed acceptance to any variation of these terms.

3. THE ROLE OF YOU

3.1 You will utilise educational materials and learning resources provided by GFESL.

3.2 You will be responsible for the correct use and administering of GFESL's materials, resources and content for the achievement of GFESL's desired outcomes, in line with the terms and conditions of this Agreement.

3.3 You will be fully responsible for any/all liabilities, Occupational Health and Safety incidents and/or any legal matters either indirectly or directly arising from using any of GFESL's learning materials, resources, products, and/or from participating in any activities as prescribed or implied by GFESL.

3.4 You will supply all relevant materials necessary for the undertaking of any/all courses and/or lessons offered by GFESL, including all stationery, computers, physical objects, classrooms, outdoor spaces and other necessary items, structures and resources that have not been, nor will be, supplied by GFESL.

3.5 Nothing in this Agreement, imposes an obligation on GFESL to assume any responsibility for (or bear the risk in) any materials or equipment owned, leased or used by You when undertaking any courses or lessons offered by GFESL.

3.6 You will undertake lessons, use course materials, resources or other activities related to GFESL at suitably safe, adequate, comfortable premises compliant with any regulations.

3.7 Nothing in this Agreement, imposes an obligation on GFESL to assume any responsibility for (or bear the risk in) any premises owned, leased or used by You when undertaking any courses or lessons offered by GFESL.

3.8 You will undertake retail activities pertaining to GFESL whilst ensuring all products delivered, received, handled, stored, packed and posted are safe, secure and kept in the condition received, and will ensure no damage or harm comes to the items. All ownership resides with GFESL unless otherwise advised by GFESL in writing, including via a paid invoice. Any/all funds derived from the sale of products at prices set by GFESL are owned by GFESL and are not to be used, shared or distributed to anyone other than GFESL unless otherwise agreed by GFESL in writing.

3.9 You must, at your own cost, take out and keep current adequate insurance to protect GFESL's interests and to ensure You have adequate protection against any/all liabilities arising from Your responsibilities, liabilities and assumed liabilities outlined in this Agreement.

3.10 You will ensure that all work produced as a result of participation in any activity, lesson or request of GFESL is free from explicit, harmful, discriminatory, illegal, bullying or any other type of unacceptable material at all times, as outlined in Schedule 1. GFESL is not responsible nor liable for any material produced by You or by students in Your care.

3.11 You must ensure any/all funds raised as part of any/all fundraising activities, purchases, financial transactions of any sort, related to GFESL or any business introduced to You by GFESL, associated with GFESL, or related to any cause listed or advertised by GFESL are kept safe at all

times and provided to GFESL in full. You warrant that you have the authority to collect these funds, have clear control of these funds, and can provide to GFESL without any encumbrances, caveats or any other liability which may negatively affect the value or ownership of the funds. For the avoidance of doubt, funds must not be the proceeds of crime, stolen or not lawfully allowed to be provided to GFESL. The ownership of funds rests with GFESL for the purposes intended by GFESL including supporting related causes or projects at GFESL's determination.

3.12 You agree to protect the interests of GFESL at all times, including behaving in an ethical, morally acceptable way, ensuring best practice and high quality standards are met at all times.

3.13 You agree to adhere to the terms and conditions outlined in this Agreement, and to the terms and conditions outlined in Schedule 1 (Acceptable Use Policy) attached to this Agreement.

4. THE ROLE OF GFESL

4.1 To provide and assess learning resources, online content, downloadable materials, course materials, retail supplies, and any other resource deemed necessary by GFESL for the adequate delivery of learning, teaching and assessment of relevant course content.

4.2 You acknowledge and agree that GFESL may publicise learning activities, work produced or other aspects of learning and teaching related to GFESL's course content via media channels and mediums selected by GFESL, and it is expressly agreed by You that You or any individual or group participating in GFESL's activities, programs or courses agree to allow this to occur and to release to GFESL any/all permissions to use these materials in any which way as determined by GFESL for the purpose of marketing and promoting GFESL, You, the work generated and/or outcomes achieved by participating in GFESL's courses.

5. INDEMNITY

5.1 You hereby indemnify GFESL and will keep them indemnified from and against all Loss or any Claims made against GFESL (whether by You or otherwise), arising from or in connection with:

- a) Any breach of this Agreement by You or students in Your care;
- b) Any wrongful or negligent act or omission by You or students in Your care;
- c) Use of the services in accordance with this Agreement and the Acceptable Use Policy by You or students in Your care.

5.2 The provisions of this clause shall survive the expiration or termination of this Agreement.

6. GFESL's MAXIMUM LIABILITY

6.1 Notwithstanding anything else contained in this Agreement, the maximum aggregate liability of GFESL for all proven Loss and/or Claim arising out of this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by You to GFESL under this Agreement in the 12-month period immediately prior to the notice of the then current Claim.

6.2 Despite any other clause, GFESL is not liable to You or to any other person for:

- a) Any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission of You or any of your officers, employees, agents or contractors, or any other third party;
- b) Any indirect, incidental, consequential or damage, economic loss or loss of profits howsoever described or claimed;
- c) Any Claim or Loss in respect of personal injury or the death of any person or loss of, or damage to, property resulting from any default, unlawful act or omission or any negligence by You, your officers, employees or agents.

6.3 Notwithstanding any other provision contained in this Agreement, the extent GFESL shall be liable to compensate You under this Agreement shall be reduced in proportion to the extent that You caused or contributed to its loss.

6.4 You must take all reasonable steps to mitigate any loss or damage arising from the exercise of this Agreement.

6.5 The provisions of this clause shall survive the expiration or termination of this Agreement.

6.6 By receiving, setting up, using and/or establishing GFESL's facilities, at any location, You agree to indemnify GFESL from any/all liabilities related to establishing, operating and maintaining these facilities. As such, You agree to take full responsibility for all liabilities, legal responsibilities and events of any nature related to GFESL.

7. YOUR WARRANTIES

7.1 You warrant that You:

- a) have sufficient rights and consents to provide any data (including Personal Information and sensitive information, as those terms are defined in the Nigeria Data Protection Act 2023 or its equivalent in the Jurisdiction, to GFESL for use of that data in accordance with this Agreement (including for sales and marketing purposes);
- b) have the resources, skills, knowledge, experience and abilities necessary to perform your obligations under this Agreement;
- c) will at all times comply with all applicable laws and regulations and hold all necessary approvals, rights and licences to use the Services; and
- d) will ensure that each student agrees to the GFESL Website Terms of Use, Privacy Policy and Privacy Collection Notice prior to or at the time of using the Services.

7.2 You warrant that each warranty contained in this Agreement is correct and not misleading on each date between (and including) the date this Agreement is signed and the date this Agreement is terminated.

8. IMPLIED WARRANTIES

8.1 Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on the parties by The Federal Competition and Consumer Protection Act, 2018, or its equivalent in the Jurisdiction, or any other applicable law that cannot be excluded, restricted or modified by agreement.

8.2 Subject to sub-clause (6.1) above, any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

8.3 To the fullest extent permitted by law, the liability of GFESL for a breach of a non-excludable condition or warranty referred to in sub-clause (6.1) is limited, at GFESL's option, to:

- a) the supplying of the Services again; or
- b) the payment of the cost of having the Services supplied again.

8.4 The provisions of this clause shall survive the expiration or termination of this Agreement.

9. THIRD PARTY MATERIALS

9.1 Notwithstanding anything contained in this Agreement, to the maximum extent permitted by law, You acknowledges and agree that GFESL will not be liable for any Claim and/or Loss incurred by You arising directly or indirectly from the use of any third party materials.

9.2 You acknowledge and agree that none of Your obligations under this Agreement are conditional upon any third party's performance or non-performance of its obligations to You.

9.3 The provisions of this clause shall survive the expiration or termination of this Agreement.

10. GFESL INTELLECTUAL PROPERTY

10.1 You acknowledge and agree that:

- a) the Services contain GFESL IP;
- b) nothing in this Agreement affects ownership of the GFESL IP;
- c) any improvements to the GFESL IP vests in GFESL immediately upon creation or acquisition and You will execute and ensure that your students, employees, agents, contractors and personnel execute all documents that are necessary or desirable to ensure any improvements become and remain vested in GFESL;
- d) all right, title and interest in and to the GFESL IP together with all goodwill attaching to any of it remains at all times the absolute property of GFESL and will not be altered, transferred or assigned merely by virtue of that item's use for the purposes of this Agreement;
- e) you do not obtain any rights by virtue of your use of any GFESL IP;
- f) GFESL does not warrant the accuracy or completeness of the GFESL IP nor that it is free from error;
- g) You are solely responsible for the use, supervision, management and control of the GFESL IP while using the Services; and
- h) You will not file for or in any way assist or be concerned with the registration of any Intellectual Property Rights relating to the GFESL IP in any country of the world except where such registration is to the benefit of GFESL, in which case, You will hold it on trust absolutely for GFESL.

10.2 Without GFESL's written permission, You must not and must not allow any third party to:

- a) access or use the GFESL IP for any purpose other than as authorised under the terms of this Agreement;

- b) reproduce, publish, perform or communicate to the public, any aspect of the GFESL IP other than as authorised under the terms of this Agreement;
- c) use, copy, modify, alter, reproduce or exploit the GFESL IP for any purpose other than as authorised under the terms of this Agreement or in any way that could:
 - i. Damage the reputation of GFESL;
 - ii. Jeopardise any Intellectual Property Rights of GFESL;
 - iii. Cause GFESL or the GFESL IP to be brought into disrepute;
- d) Deface, hide, modify, alter or remove any notices concerning the Intellectual Property Rights applied to any of the GFESL IP;
- e) De-compile, disassemble or otherwise reverse engineer the GFESL IP;
- f) Sell, charge, mortgage or otherwise encumber the GFESL IP in any way;
- g) Assert any right to any of the GFESL IP in any manner inconsistent with Your rights under this Agreement; or
- h) Take any action which would or might invalidate, challenge, oppose or otherwise put in dispute the validity of the GFESL IP, GFESL's title to the GFESL IP or GFESL's rights to use and exploit the GFESL IP.

10.3 The provisions of this clause shall survive the expiration or termination of this Agreement.

10.4 All intellectual property rights arising out of or in connection with this website are used by GFESL pursuant to a licence agreement with the owner of those intellectual property rights.

11. TERMINATION

11.1 This Agreement may be terminated by either Party at any time without notice.

11.2 A Party may terminate this Agreement immediately in writing if the other Party commits a material breach of the Agreement and fails to remedy the breach within five days of receiving written notice from the Terminating Party requiring it to do so.

12. PUBLICITY

12.1 GFESL may publicise activities or participation in GFESL's programs as reasonably determined by GFESL in consultation with You. You will cooperate with any such promotion which will be run at GFESL's cost.

12.2 If You wish to run Your own promotion of GFESL, this will be at Your cost and is subject to clauses 11.4 and 11.5.

12.3 Any press releases or other publicity material related to GFESL which You issue must be consistent with GFESL's guidelines for publication provided to You from time to time and upon request.

12.4 You may not use GFESL's intellectual property without prior written agreement. In particular, You must not use GFESL names or logos (and any other associated trade marks or trading names owned or used by GFESL) in any publicity or promotional material without the prior written approval of GFESL. If requested by GFESL, You agree to cease using all GFESL related material, branding, logos and trade marks immediately.

12.5 Ownership in all trade marks (registered or otherwise), logos and other intellectual property associated with the GFESL remains with GFESL.

13. CONFIDENTIALITY

13.1 Each Party agrees to ensure that the Confidential Information of the other party (**Disclosing Party**) is kept confidential.

13.2 A party who receives the Disclosing Party's Confidential Information (**Receiving Party**) must not, without the express prior written consent of the Disclosing Party:

- a) Directly or indirectly divulge or communicate or otherwise disclose the Confidential Information of the Disclosing Party, in whole or part, to any third party; or
- b) Use any of the Confidential Information of the Disclosing Party for any purpose other than exercising its rights or fulfilling its obligations under this Agreement.

13.3 A Receiving Party must take all precautions that are reasonably necessary to prevent any unauthorised disclosure of the Disclosing Party's Confidential Information to third parties or unauthorised use of such Confidential Information and shall inform the Disclosing Party of any suspected or actual unauthorised disclosure or use of such Confidential Information.

13.4 A Receiving Party will not be in breach of its obligations with respect to disclosure of the Disclosing Party's Confidential Information if it discloses information that:

- a) Is, or subsequently enters, the public domain, other than through a breach by it of its obligations under this clause.
- b) It is required to disclose by law; or
- c) Was developed independently by it, without the use of any of the Disclosing Party's Confidential Information.

14. Payment

14.1 Fee structure

Your Fee will be as specified by GFESL.

14.2 Payment of Fees

You must pay the Fee to GFESL in consideration for the provision of the Services.

14.3 Out of pocket costs

You must pay all out of pocket expenses (if any) paid or payable to third parties in connection with the provision of the Services.

14.4 Tax Invoice

- a) GFESL will issue regular tax invoices in respect of the fees incurred by You.
- b) The tax invoice must specify the due date for payment of GFESL's fees, and any other reasonable payment terms applicable to the provision of Services under this Agreement.
- c) You must pay the fees specified in the tax invoice by the due date for payment and in accordance with the payment terms set out therein.

15. VAT

15.1 Fees quoted are exclusive of Value Added Tax (VAT), unless expressly stated otherwise.

15.2 In addition to the fee payable for the Services, You must pay to GFESL, on demand, the VAT payable in respect of the supply of the Services.

15.3 For the purposes of these terms and conditions, "VAT" has the same meaning as that word is given in the Value Added Tax Act (*Modification Order*) 2020.

16. INSURANCE

16.1 You must, at Your own cost, take out and maintain the required insurance during the use of GFESL's materials, retail outlets, programs or content, and for a period of at least five years after termination of the Agreement. The required insurance must be with a reputable insurer.

16.2 The required insurance is:

(a) Insurance for losses howsoever arising but including, without limitation, acts or omissions of You, GFESL, and third parties, of up to \$20 million or its equivalent per occurrence for public liability, pure economic loss, property damage, environmental damage and personal injury.

(b) Professional indemnity insurance in respect of Your performance of obligations under this Agreement providing cover for an amount of up to \$10 million or its equivalent per occurrence to cover You, the School, Person, GFESL or any third party against any liability arising under this Agreement; and

(c) Workers' compensation insurance in accordance with Applicable Law.

16.3 You must provide GFESL with certificates of currency and any other evidence of the required insurance that GFESL may reasonably require upon request.

16.4 Any excess amount payable under the required insurance must be approved by GFESL acting reasonably. If incurred, any excess is to be borne solely by You.

17. INCIDENT NOTIFICATION

17.1 Upon becoming aware of any safety issue, accident or environmental incident arising at the School or Person, or from the provision and use of GFESL's learning activities, resources and any other activity, structure or requirement, You must notify GFESL as soon as reasonably practical and, in any event, within 5 business days.

17.2 You must also notify GFESL immediately of any material notice, breach notice, requirement, action or proceeding issued to it or threatened to be issued by a regulator, court, governmental agency or third party in connection with GFESL, You or the GFESL's products or services.

18. RELATIONSHIP OF PARTIES

18.1 Nothing in this Agreement is or is taken to be a relationship of master and servant, partnership or joint venture between the Parties.

18.2 Except as expressly provided in this Agreement, neither Party has authority or power to bind the other party to a contract or commitment or create a liability against the other party.

19. ASSIGNMENT

19.1 The rights and obligations of each party under this Agreement are personal.

19.2 Neither Party may assign or attempt to assign or otherwise transfer any right or obligation arising out of this Agreement without the prior written consent of the other Party.

20. WAIVER

20.1 The failure of a Party at any time to insist on performance by the other Party of any obligation under this Agreement is not a waiver of its right:

(a) to insist on the provision of, or to claim damages for breach of, that obligation unless that Party acknowledges in writing that the failure is a waiver; and

(b) at any other time to insist on performance of that or any other obligation of the other Party under this Agreement.

21. SEVERABILITY

The whole or any part of any clause of this Agreement that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of this Agreement.

22. LICENCING

22.1 You agree that all works, designs or any other file or product that You and/or your students submit or upload into GFESL's online platforms or servers, or any works submitted to GFESL in any form, are immediately and exclusively licensed to GFESL free of charge.

22.2 You explicitly permit GFESL to use, replicate, reproduce, print, copy, retail, distribute or otherwise make any and full use of the design or product submitted by You or your students without charge and without recourse. For the avoidance of doubt, if You or your students upload any file, design or other product or work into GFESL's platforms, You agree to allow GFESL free use of these items for any purpose and have no claim to any royalties, payments or any other entitlement as a result of GFESL's use of it.

23. AVAILABILITY OF THE SERVICES

23.1 GFESL may, in its sole discretion, make enhancements, updates or new releases of the materials available through its platforms from time to time in order to enhance

or improve the functionality or operation of the Services or comply with legislative requirements.

23.2 GFESL will use its best endeavours to maintain the reliability and efficiency of its products and services subject to unscheduled interruptions to the availability of its products and services due to factors beyond GFESL's control – including any actions by You or third parties, including telecommunications providers. You will communicate any difficulties encountered with the GFESL's products and services to GFESL as soon as is reasonably practicable following detection.

24. ACKNOWLEDGEMENTS

24.1 You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, GFESL gives no warranty or representation that their products and services will be wholly free from defects, errors and bugs. Among other things, the operation and availability of the systems used for accessing GFESL's platforms, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to it. You acknowledge that GFESL or its suppliers are not in any way responsible for any such interference or prevention of your access or use of GFESL's products and services, and will not hold GFESL or its suppliers liable for any disruption to Services.

24.2 You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, GFESL will take reasonable steps to ensure that its platforms are secure. You acknowledge that You will not hold GFESL liable for any failure in protecting the privacy, security or integrity of material provided by You to GFESL, provided to You by GFESL, uploaded by You, or any other failure related to interacting with GFESL or participating in its programs, registration, platforms or content.

24.3 You acknowledge that it is Your sole responsibility to determine that GFESL's products and services meet Your needs.

24.4 You acknowledge the GFESL's products and services do not of themselves constitute, and are no substitute for, Your own identification of, and compliance with, applicable laws and regulations in your jurisdiction.

24.5 GFESL does not provide any warranty regarding the ability of its products and services to ensure your compliance with all applicable laws and regulations in your jurisdiction

24.6 You acknowledge that GFESL does not purport to provide any legal advice, nor comply with any applicable law, by providing the products and services under this Agreement.

25. GOVERNING LAW

This Agreement will be governed by the laws of Nigeria and the parties agree to submit to the non-exclusive jurisdiction of the courts in that jurisdiction.

Schedule

1

(Acceptable Use Policy)

1. Introduction

1.1 This acceptable use policy (the “Policy”) sets out the rules governing:

(a) the use of the Service(s) made available by GFESL to You as a service via the internet including offline components, if any (the “Service”); and

(b) the transmission, storage and processing of content by You, or by any person on your behalf, using the Service, including the uploading of files to GFESL’s platforms which may be viewable by others (“Content”).

1.2 By using the Service, You agree to the rules set out in this Policy.

1.3 We will ask for your express agreement to the terms of this Policy before you submit any content or otherwise use the Service.

2. General usage rules

2.1 You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service.

2.2 You must not use the Service:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3 You must not:

(a) attempt to undermine the security or integrity of GFESL’s computing systems or networks or, where the Software is hosted by a third party, that third party’s computing systems and networks.

(b) use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or impair the ability of any other user to use the Software or Website.

(c) attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Software is hosted.

(d) modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Software or the Website except as is strictly necessary to use either of them for normal operation.

2.4 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person’s legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent Advice

6.1 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

7.4 You must not use the Service to publish any material intended to insult, including such directed at a particular person or group of people.

7.5 You must not use the Service for the purpose of deliberately upsetting or offending others.

7.6 You must not unnecessarily flood the Service with material relating to a particular subject or subject area, whether alone or in conjunction with others.

8. Marketing and spam

8.1 You must not without our written permission use the Service for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering unrelated to the use of the Software and the Service.

8.2 Content must not constitute or contain spam, and you must not use the Service to store or transmit spam – which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

8.3 Any use of the Services which may damage, disable or overload the Service Provider's infrastructure or interfere with the enjoyment of the Services by other users is prohibited. In the event of non-compliance, GFESL reserves the right to immediately block or limit access to the Services or any part of the Services without notice and without refund or any form of compensation.

9. Gambling

You must not use the Service for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

10. Monitoring

You acknowledge that we do not actively monitor the Content or the use of the Service.

11. Harmful software

11.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Service, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

11.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Service, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

12. Use of Data by GFESL

12.1 To enable GFESL to pursue its legitimate interests, including the provision of products and services, You are informed and agree that GFESL may transmit data to third party providers, including providers domiciled outside of Nigeria.

12.2 You expressly agree that GFESL is permitted to undertake such activities for whatever purpose deemed appropriate by GFESL. This will include transferring of uploaded files to third-party printers to produce physical copies of stories produced by You or Your students. You agree that you will not prevent this activity, nor will you hold GFESL responsible for any liabilities or legal issues that may arise as a result of doing so. You are responsible for ensuring that the content You or Your students upload onto GFESL's platforms are suitable for printing in any location around the world and that the content complies with the applicable laws and regulations in each country.

13. Using GFESL's Products and Services at Your Own Risk

13.1 You use GFESL's products and services at your own risk.

13.2 GFESL does not review or edit content for legal issues, uploaded or otherwise, and is not in a position to determine the legality of content. GFESL does not exercise any editorial control over content uploaded onto the platform and, as such, does not guarantee in any manner the reliability, validity, accuracy, or truthfulness of the content. If You access content, you rely on any information provided at your own risk.

13.3 By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. GFESL has no responsibility to keep such content from you and no liability for your access or enrolment in any course or other content, to the extent permissible under applicable law. This also applies to any content relating to health, wellness, and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of content, and by accessing such content You choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. You assume full responsibility for the choices You make before, during, and after your access to the content.

13.4 When you use GFESL's Services, You may find links to other websites that GFESL doesn't own or control, including but not limited to sites such as Canva.com. YouTube.com and Vimeo.com. GFESL is not responsible for the content or any other aspect of these third-party sites, including their collection of information about You. You should also read their terms and conditions and privacy policies.

14. GFESL's Rights

14.1 GFESL owns its platform and Services, including the website, present or future apps and services, and things like GFESL's logos, API, code, and content created by GFESL's employees. You cannot tamper with those or use them without authorization.

14.2 All right, title, and interest in and to GFESL's platforms and Services, including its website, existing or future applications, APIs, databases, and the content its employees or users submit or provide through its Services are and will remain the exclusive property of GFESL.

14.3 GFESL's platforms and services are protected by copyright, trademark, and other laws of Nigeria and foreign countries. Nothing gives you a right to use the GFESL's name or any trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding GFESL or the Services is entirely voluntary and GFESL will be free to use such feedback, comments, or suggestions as they see fit and without any obligation to You.

* You may not do any of the following while accessing or using GFESL's platform and services:

- Access, tamper with, or use non-public areas of the platform (including content storage), GFESL's computer systems, or the technical delivery systems of GFESL's service providers.
- Disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of GFESL's systems.
- Copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on GFESL's platform or Services.
- Access or search or attempt to access or search GFESL's platforms by any means (automated or otherwise) other than through our currently available search functionalities that are provided via GFESL's websites, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.
- In any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as GFESL); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.