

Draft Privacy Policy and Disclaimer

Terms of Use

JOIN LMS Terms of Use

Please read these Terms of Use carefully before using JOIN LMS (www.joinlearning.online). By using any of the features or services of JOIN LMS (whether online, downloaded to a mobile device, or otherwise), you enter into an agreement with the Allm Africa by which you accept and agree to these Terms of Use.

1. Description of JOIN LMS

JOIN LMS is Allm Africa's new, interactive, web-based CPD platform that offers online courses to health workers in Kenya and Africa as a whole.

JOIN LMS imparts critical expertise from Allm Africa and its key partners -as well as the respective medical associations, boards and councils - to health care workers.

The JOIN LMS platform delivers Allm Africa's and partners' expertise closer to where it is needed and provides information in user-friendly formats.

Users take part in a worldwide, social learning network that is based on interactive, online courses and materials covering a variety of subjects. JOIN LMS also serves as a forum for the timely sharing of public health expertise and in-depth discussion and feedback.

2. Using JOIN LMS

You may use JOIN LMS only in compliance with these Terms of Use. When you create your JOIN LMS account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. Certain courses may have additional requirements and/or restrictions.

You agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account.

3. Copyright and Related Rights

The JOIN LMS website, and, unless expressly stated otherwise, all content therein, is © Allm Africa, 2023. All rights reserved. Except as otherwise indicated herein, Allm Africa owns and shall retain all right, title and interest in and to JOIN LMS, including all intellectual property rights embodied therein, including all of the service marks, trademarks, trade names or any other designations associated with JOIN LMS and all copyrights, patent rights, trade secret rights, and other proprietary rights relating to JOIN LMS.

Nothing contained in these Terms of Use, or your use of JOIN LMS, shall be deemed to convey to you any title or ownership in JOIN LMS or any other materials of ALLM AFRICA.

4. JOIN LMS Content

JOIN LMS content, including its courses, is offered subject to these Terms of Use, including the Disclaimers by Allm Africa and Limitations of Allm Africa's of Liability sections below.

Allm Africa reserves the right to cancel, interrupt, reschedule, or modify any JOIN LMS content, including courses, at any time.

Nothing in these Terms of Use or otherwise with respect to your participation in any course: establishes any relationship between you and Allm Africa or any other organization with which JOIN LMS may be affiliated; enrolls or registers you in any educational institution, or in any course offered by any educational institution; or entitles you to use the resources of Allm Africa or any other institution beyond participation in the course.

5. Acceptable Use of JOIN LMS

You are permitted to use JOIN LMS for your personal, non-commercial use.

You are prohibited from using JOIN LMS:

- to infringe the rights of any person or entity, including Allm Africa;
- in, or in association with, any product marketing, promotional, or commercial activities, including, without limitation, in, or in association with, advertisements, product brochures, company-sponsored web sites, annual reports, or other non-educational publications or distributions;
- in, or in connection with, the promotion of a commercial enterprise and/or its product(s) or service(s), and/or in any way that suggests that Allm Africa endorses any specific company or product(s);
- in any way which is contrary to the policies and principles of Allm Africa and/or which might otherwise jeopardize the name or reputation of Allm Africa, its special programmes, and/or its research projects;
- to harass or "spam" others, or to distribute malware, spam or any other unwanted activity or content;
- in any manner which is, or could be considered to be, illegal, or promoting illegal activities; or
- in any manner which is in violation of these Terms of Use.

You are further not permitted to do any of the following with or relating to JOIN LMS:

- sharing your password, let anyone access your account, or do anything that might put your account at risk;
- attempting to access any other user's account;
- reproducing, transferring, selling, reselling, or otherwise misusing any content from JOIN LMS;
- accessing, tampering with, or using non-public areas of JOIN LMS;
- breaking or circumventing Allm Africa's authentication or security measures or otherwise testing the vulnerability of JOIN LMS;
- trying to reverse engineer any portion of JOIN LMS;
- trying to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing;
- impersonating or misrepresenting your affiliation with any person or entity; or
- encouraging or help anyone do any of the above.

Allm Africa may screen or monitor content provided by users, and may remove or edit inappropriate content or activity reported to us or suspend, disable, or terminate a user's access to all or part of JOIN LMS.

6. User Content

JOIN LMS enables you to share your content, such as posts you make in the forums ("User Content"), with JOIN LMS, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.

To the extent that you provide User Content, you grant Allm Africa a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. This license includes granting Allm Africa the right to authorize participating institutions to use your User Content. Nothing in these Terms of Use shall restrict other legal rights Allm Africa may have to User Content.

Allm Africa welcomes your suggestions, ideas, comments, and other feedback regarding JOIN LMS. By submitting any feedback, you grant Allm Africa the right to use the feedback without any restriction or any compensation to you. By accepting your feedback, Allm Africa does not waive any rights to use similar or related feedback previously known to Allm Africa, developed by its employees or contractors, or obtained from other sources.

7. Security

Allm Africa does not guarantee that unauthorized third parties will not be able to defeat its security measures.

8. Third Party Content, including User Postings

Through JOIN LMS, you may have the ability to access and/or use content provided by instructors, other users, and/or other third parties, including user postings on the JOIN LMS site, and links to websites and materials maintained by third parties.

The views expressed in such third-party content do not necessarily represent the decisions or the stated policy of Allm Africa.

Allm Africa has no obligation to monitor any user postings or any other user communications through JOIN LMS. However, Allm Africa reserves the right to review user postings and to exercise its sole discretion to edit or remove, in Allm Africale or in part, any user posting at any time and for any reason. Without limiting the foregoing, upon receiving notice from a user or a content owner that a user posting allegedly does not conform to these Terms of Use, Allm Africa may investigate the allegation and determine in its sole discretion whether to remove the user posting, which it reserves the right to do at any time and without notice.

Any inclusion or use of any third party content in JOIN LMS does not imply that such third party content is endorsed or recommended by Allm Africa, including in preference to others of a similar nature.

Certain reference documents, articles, or other information on JOIN LMS may be used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using JOIN LMS you agree to abide by all such rules and conditions.

9. Certificates

Allm Africa may provide for certificates of completion of certain courses on JOIN LMS, pursuant to Allm Africa's rules and regulations and at Allm Africa's sole discretion. Such certificates are provided as part of Allm Africa's organizational mission in health and to JOIN LMS participants on an individual, non-commercial basis, without any requirement of fee or other consideration.

Should you obtain such a certificate, you represent that you have completed all examinations and requirements for that certificate yourself.

Recipients of certificates are not permitted to make reference to the Allm Africa name or emblem, or to use such certificate in any commercial or promotional activity.

10. Education Research

Records of your participation in JOIN LMS courses may be used for education research. In the interest of this research, you may be exposed to variations in the course content. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

11. Modifying or Terminating JOIN LMS

Allm Africa may add or remove functions, features, or requirements to JOIN LMS and may suspend or stop JOIN LMS or any part thereof at any time at its sole discretion.

Accordingly, Allm Africa may terminate your use of JOIN LMS for any reason. Neither Allm Africa nor any other affiliated entity shall have any liability to you for any such action.

You may cease using JOIN LMS at any time.

12. Use of Allm Africa Name and Emblem

In no case shall you use the Allm Africa name or emblem, or any abbreviation thereof, or state or imply that Allm Africa endorses or is affiliated with you, or your organization, or that Allm Africa endorses any entity, organization, company, or product. All requests to use the Allm Africa name and/or emblem require advance written approval of Allm Africa.

13. Disclaimers by Allm Africa

You participate and use JOIN LMS, including its course materials, at your own risk.

Allm Africa disclaims all liability and responsibility related to JOIN LMS, its content, and any use or activity related or resulting thereto.

While Allm Africa will endeavour to keep the content of JOIN LMS and its courses up-to-date, Allm Africa makes no representations regarding the completeness or accuracy of any of the information provided in JOIN LMS, including any JOIN LMS course content. In that respect, and without limitation, Allm Africa hereby notifies you of the following non-exclusive risks and known issues related to JOIN LMS:

- JOIN LMS course materials (videos and otherwise) may express opinions, ideas, and/or recommendations of experts that are the best knowledge as of the time of such recordings and clearance, but may later be outdated;
- Materials on JOIN LMS may contain errors or mistakes, or may be otherwise inaccurate or incomplete;
- To facilitate debate and collaboration, Allm Africa may host material of partner organisations, which may not have been co-produced or cleared by Allm Africa; and
- There may be issues relating to access to JOIN LMS in the online context.

Allm Africa provides JOIN LMS “as is”, and does not represent that JOIN LMS is operational, appropriate for your use, complete, accurate, free of defects, virus free, able to operate on an uninterrupted basis, or appropriate for your technical system.

Allm Africa makes no warranty with respect to JOIN LMS, and disclaims all statutory or implied warranties, expressed or implied, as to the accuracy, completeness or usefulness of any information, apparatus, product, or process related to JOIN LMS, including, without limitation, to any warranty of design or fitness for a particular purpose, even if Allm Africa has been informed of such purpose.

Any designations employed or material contained in JOIN LMS do not imply the expression of any opinion whatsoever on the part of Allm Africa concerning the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries.

Any mention of specific companies or of certain manufacturers’ products in JOIN LMS does not imply that they are endorsed or recommended by Allm Africa in preference to others of a similar nature that are not mentioned. Errors and omissions excepted, the names of proprietary products are distinguished by initial capital letters.

14. Limitation of Allm Africa’s Liability

Allm Africa shall not be liable for any loss or damage arising directly or indirectly in connection with, or resulting from, your use of JOIN LMS.

Allm Africa further expressly excludes liability for any indirect, special, incidental or consequential damages which may arise in respect of JOIN LMS and its use, and the results thereof.

15. Your Indemnification of Allm Africa

You shall indemnify, hold harmless, and defend at your own expense ALLM AFRICA, its officers, agents, and employees from and against any claims, demands, causes of action, and liability of any nature or kind resulting from or relating to your use of JOIN LMS.

16. Term and Termination of your use of JOIN LMS

These Terms of Use shall form an agreement between you and Allm Africa and shall remain in effect so long as you use JOIN LMS in any format. These Terms of Use, including the rights granted under them, shall terminate automatically upon any breach by you of any of these Terms of Use. Further, Allm Africa may terminate the agreement between you and Allm Africa, including the rights granted under it, at any time, with immediate effect, for any reason, by notice to you.

Upon termination of the agreement between you and JOIN LMS pursuant to these Terms of Use for any reason whatsoever, you shall immediately cease all use of JOIN LMS and destroy and/or remove all copies of JOIN LMS from your computer systems and storage media.

17. General Provisions

Allm Africa reserves the right to make changes and updates to these Terms of Use without prior notification to you by posting updated Terms of Use on the JOIN LMS website. Such changes and updates shall be applied as of the date of their issuance. These Terms of Use may not otherwise be supplemented, modified, amended, released or discharged unless approved in writing by Allm Africa.

Any waiver by Allm Africa of any default or breach hereunder shall not constitute a waiver of any provision of these Terms of Use or of any subsequent default or breach of the same or a different kind.

If any provision of these Terms of Use is invalid or unenforceable, it is to that extent to be deemed omitted. The remainder of these Terms of use shall be valid and enforceable to the maximum extent possible.

18. Dispute Resolution, Privileges and Immunities

Any dispute relating to the interpretation or application of these Terms of Use or your use of JOIN LMS in any other respect shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance

with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

Nothing contained herein or related to JOIN LMS in any respect shall be construed as a waiver of any of the privileges and immunities enjoyed by the World Health Organization under national or international law, and/or as submitting the World Health Organization to any national court jurisdiction.