

## **INSTITUTE OF ICT PROFESSIONALS (IIPGH)**

### **WEBSITE/PORTAL TERMS AND CONDITIONS OF USE**

The general website terms and conditions of use set out below regulate the access to the website [www.iipgh.org](http://www.iipgh.org) and the use of related services.

#### **1 Company Information**

The website [www.iipgh.org](http://www.iipgh.org) is owned by the Institute of ICT Professionals Ghana (IIPGH) having registered office in Accra, Ghana, under the laws of Ghana with Business Registration No. CG039432017.

Hereinafter both the website/portal and the company owning the website/portal shall be indifferently referred to as Institute of ICT Professionals.

#### **2 Definitions**

"Portal" means the website [www.iipgh.org](http://www.iipgh.org)

"User" means the person using the services provided by the Portal, who may or not have any direct financial relationship of any nature whatsoever with the Institute of ICT Professionals.

"Producer" means the organization producing/publishing content, organizing initiatives or projects relating to the activities of the organization.

The relationship between the Producer and the Institute of ICT Professionals Ghana is regulated by a separate agreement.

**3 Acceptance of the Terms and Conditions of User Access to the Portal and use of related services is subject to acceptance by the User of the Terms and Conditions of use set out in this agreement, which s/he undertakes to read entirely and carefully. In the event that the User fails to accept the terms and conditions of use, s/he shall not be entitled to use the said services. By registration or, tacitly, by using website services, the User accepts the Terms and Conditions of Use.**

#### **4 Goals, Purposes and Services provided**

The Portal manages and brings together all professionals, students, and users of ICT in Ghana and around the world under one professional body, to positively influence the development, standardization, and delivery of Information & Communication Technology (ICT) across the country.

The Portal is freely accessible (without any charge) by anyone who connects to the website [www.iipgh.org](http://www.iipgh.org). However, registration is required to become a member of IIPGH and consequently committing to an annual fee to be a member in good standing.

#### **5 Service Provision**

IIPGH does not guarantee service continuity.

Although the Portal is subject to regular checks, updates and rectifications, blocks, interruptions, etc. may occur because of technical issues, malfunctions, maintenance/update operations or national and international server/provider failures, hackers' attacks, and so on.

IIPGH reserves the right to add new services and modify or remove existing services/information in whole or in part. The Portal as a constantly changing project aims at improving existing services/information as well as launching new ones.

The User hereby acknowledges that Portal services may be amended or changed without any obligation by IIPGH to give prior notice to users.

The suspension shall be unilaterally decided by IIPGH without any obligation to give notice to website Users.

Any malfunctions of the website shall be reported to [info@iipgh.org](mailto:info@iipgh.org)

IIPGH gives no guarantee as to the functionality, usability, and suitability for any purpose of website.

Connection costs shall be entirely borne by the User.

## **6 Intellectual Property**

IIPGH is the sole owner of the website/portal, which is protected and regulated by national and international laws.

All brands displayed or mentioned belong to their legitimate owners.

Documents, images, layouts, artistic work, graphics, application software and all codes and format scripts used to implement the website are owned by IIPGH and may be reproduced, transmitted, amended, published, copied, transferred, reused, in whole or in part, to create other products only upon prior written approval by the Institute of ICT Professionals Ghana (IIPGH).

The User may use the brands, the logo, and the name of IIPGH and in general any of its distinctive features only in relation to the activities provided for in this agreement and without altering the characteristics thereof.

Users may store the above mentioned contents on their computers and print excerpts from the website pages for personal, non-commercial use only.

The material may be reproduced for educational purposes. The User hereby agrees not to reproduce, duplicate, copy, sell, trade or distribute the services and database of IIPGH.

## **7 User Registration**

By registration or, tacitly, by using website services, the User accepts the Terms and Conditions of Use. Acceptance of the Terms and Conditions of Use Access to the Portal and use of related services is subject to acceptance by the User of the Terms and Conditions of Use set out in this agreement, which s/he undertakes to read entirely and carefully. In the event that the User fails to accept the terms and conditions of use, s/he shall not be entitled to use the said services.

As stated above, registration is required to access the Portal features to become a member of IIPGH.

The Institute of ICT Professionals reserves the right (without assuming any obligation or liability pertaining thereto), at its sole discretion, to reject, refuse, remove the registration of any User at any

time for any reason whatsoever or without any reason, with or without prior notice or explanation, without assuming liability for any claim of any nature whatsoever against the Institute of ICT Professionals itself.

Solely legal adults may register to the website, whereby legal adult shall mean anyone who has reached 18 years of age or the age of majority or minority provided for by the applicable law. The User declares to enjoy full civil and political rights.

The Portal has a guided procedure for User registration: personal data are entered, membership is created and an email confirmation is finally sent to the User. The password selected by the user is personal, secret and must be stored with diligence. The User assumes full liability for all activities relating to his/her membership.

In the event of any unauthorized use of the password or the account, the User must immediately notify IIPGH in writing using the following address: [info@iipgh.org](mailto:info@iipgh.org) or [membership@iipgh.org](mailto:membership@iipgh.org)

Upon registration the User hereby undertakes:

- Not to provide false information;
- To verify that such information is correct and up-to-date;
- Always act in compliance with the laws and rules in force.

IIPGH reserves the right to remove, at its sole discretion, any data which may conflict with the above-mentioned conditions.

Once the User is registered, some of his/her account data will be visible to other Users.

### **8 User Comments/Content Sharing**

The User shall ensure that the comments or in general the contents which s/he intends to publish on the Portal are true, correct, complete, lawful, not offensive, and not contrary to good taste, not secret, freely reproducible, and compatible with the Portal mission, whereby the User assumes full liability with respect thereto.

IIPGH reserves the right to (but does not assume any obligation) filter, remove, reject, report the information received and deemed inadequate, offensive, unlawful, etc.

The publication of comments, reviews, and contents is totally free and does not give a right to any claim to the person who published the Contents, whatever its nature.

### **9 Relations**

The User declares to be aware that the content and any other are entirely managed by the Producers. Any initiative with respect thereto is prepared and published on the Portal directly by the Producers.

The Portal serves solely as an online platform for the mobilization, organization, facilitation, description and promotion of such initiatives.

All liability relating to the management of information and services provided, shall be equally assumed by the Producer.

IIPGH assumes no liability for the fulfilment of the Producers' or Users' obligations.

## **10 Links**

Any Links contained in the website/Portal to third party websites shall be used under the sole responsibility of the User for the purposes permitted by law and according to the requirements imposed by the website owners and/or managers.

IIPGH declines any liability for the contents and purposes of such websites as well as their reliability. The User connecting to such websites assumes any related risk or liability. The possibility to use a link to third party websites shall not imply any approval, sharing, authorization by IIPGH.

IIPGH reserves the right, but does not assume any obligation, to monitor all or part of the Links published on the Portal and remove, delete, erase them at any time at its sole discretion without assuming liability for any claim against IIPGH itself.

## **11 Cookies**

As regards the use of the so-called "cookies" reference is made to the relevant Cookie Policy.

## **12 User Notifications**

The Portal reserves the right to send technical notifications about its Services. Messages, notifications, notices, etc. may be sent to the Users via the Website or email.

## **13 Advertisements**

IIPGH may decide to amend its terms of usage for the Portal advertising spaces and all other related aspects without any obligation to give prior notice to the Users.

## **14 Privacy**

IIPGH acknowledges and agrees that any processing of personal data in connection with the execution of this agreement shall be carried out according to the provisions of the Data Protection Act of Ghana.

The data provided by the User or otherwise acquired within the framework of the activities mentioned above may be subject to processing according to the aforementioned Act.

Data shall be processed using instruments that ensure safety and confidentiality; automated systems may be used to store, manage and transmit data. The foregoing shall be carried out according to the legislative provisions thereto. The provision of data is mandatory; without such information the member/user details could not be managed correctly. The Data Controller is the Institute of ICT Professionals Ghana with registered office at OKSART Place, 6<sup>th</sup> Floor, Accra, Ghana with Business Registration No. CG039432017.

Users have all the rights provided for in the Legislative Decree. Therefore, users have the right to access their own data, ask for the correction, integration and, as the case may be, erasure or blocking of data according to the provisions.

## **15 Amendments**

IIPGH reserves the right to amend at any time any terms of this Agreement with prior notice to the User on the website/Portal Homepage and/or via email.

Amendments may be due to administrative, legal requirements or the need to introduce new features or correct errors and/or inaccuracies. The User agrees to go through any amendments and integrations any time s/he logs in to the website/Portal.

The use of the Portal following the amendments of the Terms of Use shall constitute implicit acceptance of the amended terms.

By express agreement, the Agreement versions published from time to time on the Portal as updated replace older versions.

That being said, this Agreement with any subsequent amendments shall remain fully in force for so long as the User uses it or is registered to the Portal.

If the User does not agree to accept the terms and conditions of use set out in this Agreement (and its subsequent amendments/integrations), s/he shall immediately stop using the Portal.

#### **16 Disclaimer**

Notwithstanding the specific provisions and rules of conduct for Users and Producers/publishers as well as the periodic checks and alerting/reporting systems, for obvious reasons, the Portal cannot verify all contents and information published or shared by Users and Producers on the Portal. Therefore, IIPGH shall not be liable for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable information or content published on its website. Furthermore, IIPGH shall not be in any way liable for the conduct, whether online or offline, of any registered User or Producer. IIPGH undertakes to keep the Portal updated, functional, free of errors and safe but the User agrees to use it at his/her own risk. The Portal is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, etc.

In no event shall IIPGH be liable for any error, interruption, delay, or imperfection.

IIPGH shall not be liable for any error, omission, interruption, erasure, defect, delay in Portal operation or transmission, anomalies on the line, theft, destruction, unauthorized access or alteration of Users' content, identity theft and any other unlawful conduct of Users or third parties whether online or through other means.

IIPGH shall not be liable for technical failures attributable to networks, online computer systems, servers or providers, computer equipment, software and non-operation of email or audio/video reproduction programs resulting from technical failures or Internet/Portal traffic congestion.

#### **17 Termination**

IIPGH reserves the right to disable or deny users the opportunity to use the services provided when, with intent or gross negligence, s/he fails to comply with the rules set out in this Agreement.

In the event of noncompliance with even one of the obligations set out in paragraphs 3. 6. 7. 8., IIPGH shall have the right to terminate this Agreement.

Notwithstanding the above, IIPGH shall retain the right to act against the User to claim compensation for the damage suffered.

#### **18 Applicable Law**

The User hereby acknowledges that this Agreement is governed by and construed in accordance with the Ghanaian Law.

#### **19 Language**

This document is drafted in English.

#### **20 Communications to IIPGH**

For any communication, including reports and/or claims, the User shall write an email to: [info@iipgh.org](mailto:info@iipgh.org) or [membership@iipgh.org](mailto:membership@iipgh.org)