ARIPO GENERAL DISCLAIMER & PRIVACY POLICY

1. Disclaimer

1.1. Access to, and use of, any part of the website of the African Regional Intellectual Property Organization (hereinafter "the Website"), any document, material or other information, including text, images, sound and software (hereinafter "Information") made available on the Website and any of the services provided via the Website (hereinafter "Services") are governed by these terms and conditions of use (hereinafter "Terms and Conditions") and constitute acceptance of these Terms and Conditions by the user.

1.2. These Terms and Conditions may be superseded by other terms and conditions applicable to individual services or parts of the Website, irrespective of whether or not these Terms and Conditions expressly refer to such other terms and conditions.

1.3. The African Regional Intellectual Property Organization (ARIPO) reserves the right to amend these Terms and Conditions at any time by posting amended Terms and Conditions on the Website. Such amendments take effect on the date on which they are posted. Users are entitled to object to them within two weeks of posting. Continued use of the Website or its services constitutes acceptance of the changes concerned. If a user explicitly objects to any new terms and conditions, ARIPO is entitled to revoke his access rights.

1.4. If any provision of these Terms and Conditions is for any reason held to be invalid, illegal or otherwise unenforceable, such unenforceability does not affect any other provision; the Terms and Conditions are then to be construed as if they had never contained the provision(s) in question and are to be interpreted, in so far as possible, in such a way as to maintain their original intent.

2. Purpose of the Website, modifications, access

2.1. The general purpose of the Website is to enhance public access to information about ARIPO and its activities and, in particular, to grant access to documents held by ARIPO in accordance with applicable legal provisions; it will also offer additional services, such as facilities for interactive communication with ARIPO and/or other and for web-based transactions.

2.2. Subject to any legal provision governing access to documents held by ARIPO in electronic form, ARIPO reserves the right to modify, limit or discontinue - in full or in part and without prior notice - the Services and Information available on the Website at any time, to restrict access to the Website and to deny, without notice and at its sole discretion, any user's access to the Website or any part thereof.

3. User obligations, registration

3.1. Users of the Website must comply with all applicable laws and regulations. They must refrain from violating or attempting to violate ARIPO's network security, and, in particular, from uploading or attaching virus-containing or corrupted files or any software or programs that might damage the operation of another user's computer. Users must furthermore refrain from restricting, or attempting to restrict in any way access to
or use of the Website or any Services by other users (for example by generating, whether manually or in an automated fashion, unusually high numbers of service accesses).

3.2. Some of the Services available on this Website require prior registration. Users must provide correct and complete information when registering, and update it if necessary. They must not misuse any access authorization granted to them (for example by transferring data to unauthorised third persons). By registering, users agree to being contacted by ARIPO by e-mail.

3.3. Registered users are responsible for maintaining the confidentiality of their account and password to prevent unauthorised access to that account. Users must take all necessary steps to keep their password secure and must inform ARIPO without delay at politeadmin@aripo.org if it is being or could be used without authorization.

3.4. In the event of any violation of the above user obligations, ARIPO is entitled to revoke the user's access rights without prior notice.

4. Content

4.1. Unless otherwise stated, the Information is of a general nature only and not intended to address the specific circumstances of any particular case, individual or entity. ARIPO cannot guarantee that the Information is always comprehensive, complete, accurate and up-to-date. Consequently, ARIPO accepts no responsibility for any loss or damage that may arise from reliance on the Information.

4.2. The Information in no case constitutes professional or legal advice.

4.3. Official documents published or intended for publication in paper form (such as the protocols) are made available on the Website for users' convenience only. It cannot be guaranteed that they accurately replicate the originals.

4.4. Where parts of the Information bear the name of their author(s) or are otherwise clearly attributable to a person or institution not directly affiliated to ARIPO (e.g. recorded speeches or postings in Forums), they do not necessarily reflect the views of ARIPO, which cannot guarantee their accuracy and reliability.

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5.2.3. Where users establish links to a specific part or site of the Website, the Website must be the sole element of the browser’s window, i.e. it must not appear within another website’s frame.

5.2.4. This right to use does not allow the user to copy all - or a substantial part of - data, data structure and software of ARIPO databases made available on the Website; in particular, it does not allow any use of data mining, robots, or similar data-gathering and extraction tools.

5.2.5. Any commercial use of the content of ARIPO databases available on the Website to provide database search or information retrieval services, including marketing-related activities such as, but not limited to, search aids to ARIPO or third parties, requires the conclusion of a separate Licence Agreement with ARIPO.

No other use of the Information is permitted without prior written authorization from ARIPO.

5.3. As an exception to the above:
   5.3.1. the reproduction, publication or reprinting of parts of the Information which bear the name of their author(s) or are otherwise clearly attributable to a person not directly affiliated to ARIPO (e.g. recorded speeches), whether in whole or in part, in print or by electronic means, requires prior written authorization from ARIPO or the author;
   5.3.2. ARIPO’s official logo and registered trademarks remain protected and may not be used or reproduced without ARIPO’s prior written consent, which may be requested at mail@aripo.org;
   5.3.3. photographs and other graphical or image material may not be reproduced, published or reprinted without ARIPO’s prior written consent, unless the photographs and material are expressly made available for download.

6. Technical errors and malfunctions, availability

   6.1. ARIPO aims at minimising technical errors and malfunctions. However, some data or other parts of the Information may have been created or structured in files or formats that are not error-free. ARIPO cannot guarantee that the underlying files and the formats used are error-free and will not cause the user's systems to malfunction.
   6.2. ARIPO cannot guarantee that the Website and the Services will always be available. Whilst ARIPO is committed to ensuring that the availability of the Website will be essentially uninterrupted and that transmissions will be error-free, this cannot be guaranteed. Access to the Website and its Services may also occasionally be suspended, restricted or impeded to permit repairs, maintenance or the introduction of new services or facilities.
6.3. ARIPPO accepts no responsibility with regard to such problems (including, but not limited to, failure of performance, computer virus, communication line failure, alteration of content, etc.) encountered as a result of using the Website or any linked external sites.

7. Security
For some Services and parts of the Website, ARIPPO offers data security by means of secure socket layer (SSL) technology. A number of Services may be accessed by authorised users by way of a self-defined username and password, while others may require identification by means of electronic signature in the form of a smart card issued or recognised by ARIPPO. The issuance, use and recognition of smart cards are governed by specific terms and conditions of use.

However, ARIPPO cannot guarantee that data transmitted is absolutely secure at all times from attack by third parties, nor can it guarantee the absolute security of the data transmission process.

8. Liability
8.1. ARIPPO shall be liable only for damage caused by an intentional or grossly negligent breach of duty by its employees, statutory representatives or auxiliary persons. Where a claim for compensation for damage against ARIPPO is based on simple negligence on the part of ARIPPO (including the persons listed above), ARIPPO shall be liable only to the extent that the claim rests on an injury to life, body or health or is attributable to a violation of an essential contractual obligation. In the latter case, if the claimant is an entrepreneur, ARIPPO's liability is limited to typical and foreseeable damage.

ARIPPO does not accept any responsibility for the accuracy of data and information on the legal status of patents subsequent to their grant originating from other authorities than ARIPPO; in particular, ARIPPO does not guarantee that they are complete, up-to-date or fit for specific purposes.

8.2. ARIPPO shall not be liable and accepts no representation or responsibility for the accuracy, completeness and reliability of information given in documents bearing the name of their author(s) or otherwise clearly attributable to a person or third party not directly affiliated to ARIPPO (e.g. recorded speeches, postings in Forums, or data relating to the post-grant phase obtained from national patent offices). The respective author or speaker bears sole responsibility for the content of such parts of the Information.

8.3. Any software made available for download on the Website is supplied "as is" without further warranties of any kind, either express or implied, including, but not limited to, the quality, performance, merchantability or fitness for a particular use or purpose. ARIPPO shall not be liable for any damages, including but not limited to direct, indirect, special, incidental, punitive, exemplary or consequential damages arising out of the use or the inability to use such software, even if ARIPPO is advised of the possibility of such damages. Specifically, ARIPPO is not responsible for any loss of profits or revenue, loss of the use of the computer program, loss of data, the cost of recovering programs or data, the substitute program and any claims by third parties caused by the use of such software.

8.4. ARIPPO shall not be liable and accepts no representation or responsibility for the functionality or contents of external websites, services or software products hyperlinked
from the Website. The use of such websites, services or software products is at the sole risk of the user.

8.5. These provisions are not intended to limit ARIPO's liability in breach of any national law applicable or to exclude its liability for matters which cannot be excluded under such law.

9. Forums

9.1. Where the Website contains facilities for the online exchange of information or communication with ARIPO or other users, be it through bulletin boards, chat rooms, wiki sites, access to mailing lists or other message or document posting facilities (hereinafter collectively "Forums"), the user agrees to use the Forums only to send and receive messages and materials that relate to the Forum's subject and to respect generally accepted standards of politeness and correctness in communications. Forums are for non-commercial use only. In particular, users must not

9.1.1. defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
9.1.2. publish, post, distribute or disseminate any defamatory, injurious, obscene, indecent or unlawful material or information;
9.1.3. use the Forum for postings relating to proceedings pending before ARIPO including those relating to specific patent applications;
9.1.4. upload or attach material or files that contain software or other material protected as intellectual property (or by rights of privacy and publicity), unless the user owns or controls the rights thereto or has received such consent as may be required by law;
9.1.5. upload or attach virus-containing or corrupted files or any other software or programs that might damage the operation of another's computer;
9.1.6. delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
9.1.7. forge the origin or source of software or other material contained in a file that is uploaded;
9.1.8. advertise or offer for sale any goods or services, or conduct or forward surveys, contests or chain letters;
9.1.9. copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, create a derivative work or otherwise use content of a Forum in any way other than for their own personal, non-commercial use. Where the user knows, or may reasonably be expected to know, that the content or material cannot legally be distributed in such manner, he may not use or distribute it even for his personal, non-commercial use.

9.2. By sending messages and material to the Forums, the user accepts full liability vis-à-vis ARIPO for any claim made against ARIPO in connection with such posting, including, but not limited to, claims for infringement of copyright or other intellectual property rights.

9.3. Unless otherwise stated, ARIPO does not screen, edit or approve postings on the Forums. It therefore does not endorse any Forum content, and disclaims all liability as regards such content. However, ARIPO reserves the right, at any time and at its sole discretion;
9.3.1. to remove content of a personal character or posted contrary to paragraph 1 above,
9.3.2. to edit any posting or topic title,
9.3.3. to merge, split, or move any thread or sub-thread.

9.4. By uploading content to the Forum or submitting material for use therein, the user grants
ARIPO a transferable right to use, reproduce or modify such content or material. In exercising
that right ARIPO must respect the moral rights of the user, including the right
to be identified as the author.

10. Web-based transactions

10.1. The placing of an order for products or services via the website constitutes an
offer to ARIPO to conclude a contract for the provision of such products or services.
ARIPO may accept such offers by sending a confirmation e-mail or letter, by
dispatching the product or by commencing with the provision of the service.

Where applicable, the confirmation e-mail or letter will contain details of the amount to
be paid and the method of payment for the products or services ordered. Where such a
confirmation e-mail or letter is sent, and unless otherwise stated, the contract is not
deemed to be concluded until ARIPO receives the payment. An e-mail or letter which
merely confirms receipt of the order and the details of said order does not constitute
acceptance of the user’s offer.

10.2. With respect to products delivered or services rendered by ARIPO in accordance
with a contract concluded via the website, ARIPO is liable for damage caused by a
breach of duty on the part of its employees, statutory representatives or auxiliary persons
only to the extent that such breach of duty was either intentional or the result of gross
negligence. ARIPO also disclaims all liability for external services or data obtained from
third parties (such as bibliographic data, legal status data, etc.), in particular, but not
exclusively, in respect of their completeness, currency and fitness for specific purposes.

10.3. With respect to enrolment for training courses or other events, online registration
constitutes an offer to ARIPO to conclude a contract to take part in the event.

10.4. Unless otherwise stated, prices include packaging and taxes. Delivery may be
included in the price or charged for separately. Where delivery is charged for separately,
this must be clearly indicated.

11. Specific terms and conditions of use for POLite+ eservices

11.1. POLite+ e-services is an entry-level, internet-based IP document search service. It
provides basic search and retrieval functions for a range of IP-related documents. It is
not a replacement for professional services or advice. A zero result from a POLite+ e-
services search, for example, should not be interpreted as conferring freedom of action.
Commercially relevant or financial decisions should not be based on the results of
POLite+ e-services searches.

11.2. ARIPO makes every effort to prevent technical malfunctions and ensure that the
POLite+ e-services service is available 24 hours a day, 7 days a week.
12. Data protection

12.1. When the Website is accessed, certain information about users, such as internet protocol (IP) addresses, navigation through the site, software used and time spent, may be stored by ARIPO or on its behalf. This information may be used for website traffic analysis only, and not to identify users. No attempt will be made to monitor systematically individual users of IP addresses, or the actions that they perform.

12.2. Personal data may not be recorded or saved without the user's express consent. By completing any data collection form on the Website, the user expressly agrees to the storage and processing of the data entered. All data provided by the user (such as, names, addresses, credit card details, account information, etc.) will be treated as confidential, stored and processed only for the purpose for which it was collected, and made available only to the unit responsible for dealing with it. In particular, personal data will not be passed on to third parties or published or made available for general access without the user's express agreement or unless necessary to comply with a request by or for the conclusion or fulfilment of a contract with that user, or unless ARIPO is obliged to make such data available to public authorities.