

Terms and Conditions

Our Terms and Conditions were last updated on **17th September 2024**.

Please read these terms and conditions carefully before using our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **“Application”** means the contents provided by the Organization visited by You on any electronic device, belongs to EEPAR organization.
- **“Account”** means a unique account created for you to access our service or parts of our Service.
- **“Organisation”** means Eden Environmental and Poverty Alleviation Research(EEPAR) duly registered under on August 11st, 2022 as a non – governmental organisation (NGO) under the NGOs Act of 2002 with core mission of seek and disseminate environmentally friendly solutions to help subsistence households cross the poverty line.
- **“Country”** refers to United Republic of Tanzania.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by you, regardless of the form of that content.
- **“Device”** means any device that can access the service such as a computer, a cell phone or a digital tablet and any other related device.
- **“NGO”** means Non-governmental organisation registered under the Laws of Country.
- **“Feedback”** means feedback, innovations or suggestions sent by you regarding the attributes, performance or features of our Service.
- **“Service”** refers to the Website.

- **“Terms and Conditions”** (also referred as "Terms") means these Terms and Conditions that form the entire agreement between you and the organisation regarding the use of the Service.
- **“Third-Party Social Media Service”** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **“Website”** refers to <https://eepar.org>,
- **“You”** means an individual accessing or using the Service, the organisation, company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between you and the organisation . These Terms and Conditions set out the rights and obligations of all users regarding the use of our Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the Service.

You represent that you are over the age of 18. The Organization does not permit those under 18 to use the Service. *(Subject to amendment, taking into consideration of the objectives of our organisation)*

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Privacy Policy of the organisation. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Website and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

User Accounts

When you create an account with us, You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether Your password is with our Service or a Third-Party Social Media Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than yours without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content

Your Right to Post Content

Our Service allows you to post content. You are responsible for the content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

You retain any and all of your rights to any content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You agree that this license includes the right for us to make your content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that:

- a) That, the content is yours (You own it) or You have the right to use it and grant us the rights and license as provided in these Terms.
- b) That, the posting of our content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The organisation is not responsible for the content of the Service's users. You expressly understand and agree that you are solely responsible for the content and for all activity that occurs under your account, whether done so by you or any third person using your account.

You may not transmit any content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the organisation and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.
- Any act that hinders core objectives of the organisation.

The organisation reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this terms, refuse or remove this content. The organisation further reserves the right to make formatting and edits and change the manner of any content.

The organisation can also limit or revoke the use of the service if you post such objectionable content. As the organisation cannot control all content posted by users and/or third parties on

the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will the organisation be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the organisation does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or those changes during the time a backup is performed.

The organisation will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But you acknowledge that the organisation has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit your notice in writing to the attention of our copyright agent via email: info@eepar.org and include in our notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

Notice and Procedure for Copyright Infringement Claims

Notice and procedures for copyright Infringement claims shall be conducted and followed in pursuance to the Laws of United Republic of Tanzania, **WHEREAS**, before referring to these laws, any claim shall be first be presented to the organisation for want of amicable settlement of such claim.

Intellectual Property

The Service and its original content (excluding Content provided by you or other users), features and functionality are and will remain the exclusive property of the organisation and its licensors.

The Service is protected by copyright laws, service mark laws, and other laws of the Country and international Intellectual property laws.

Our service mark and service address may not be used in connection with any product or service without the prior written consent of the organisation.

Your Feedback to us

You assign all rights; title and interest in any feedback you provide the organisation. If for any reason such assignment is ineffective, You agree to grant the Organization a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the organisation. The organisation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree that the organisation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your Account immediately, without prior notice or liability, for any reasonable reason whatsoever, including without limitation if you breach these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of the organisation and any of its suppliers under any provision of this Terms and your exclusive remedy for all of the foregoing shall be limited to the maximum extent permitted by applicable law.

Note, under this party we should take into consideration laws of land that protects consumers.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the organisation, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties that may arise out of course of dealing, course of performance, usage or Services practice.

Without limitation to the foregoing, the organisation provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the organisation nor any of the organisation's provider makes any representation or warranty of any kind, express or implied:

- i. as to the operation or availability of the Service, or the information and content,
- ii. that the Service will be uninterrupted or error-free as to the accuracy, reliability, or currency of any information or content provided through the Service; or

- iii. that the Service, its servers, the content, or e-mails sent from or on behalf of the organisation are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

NOTE; Again, here take note that, the above exclusion warranties are subject to laws that protects consumers, to mean that, they must be reasonable and not affect the root of this agreement.

Governing Law

The Laws of the Country shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If you have any concern or dispute about the Service, You agree to first try to resolve the dispute through available Alternative Dispute Settlement mechanism by contacting the organisation.

Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole reasonable discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact us:

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: <https://eepar.org>
- By sending us an email: info@eepar.org
- P.O.Box 955, Tabora-Tanzania