

## **GOD'S CHILDREN GREAT TALENT: TERMS OF WEBSITE USE**

Effective 11 March, 2017

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

This site has been created for your personal enjoyment and entertainment. By visiting the Site, you accept and agree to be bound by these Terms of Use, including any future modifications, which constitute an agreement ("Agreement") between you and the site operators and to abide by all applicable laws, rules and regulations (collectively, "Applicable Law"). If you do not agree to be bound by this Agreement, you must immediately leave the site and discontinue use.

These terms of use (together with the documents referred to in it) tell you the terms of use on which you may make use of our website, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

### **Term**

This Agreement shall remain in full force and effect while you use the site or have an account. GCGT Trust may terminate your subscription at any time, without warning. Even after your account expires or is terminated, this Agreement will remain in effect.

### **Other applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [<http://gcgt.org/privacy.pdf>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### **Information about us**

[[www.gcgt.org](http://www.gcgt.org)] is a site operated by God's Children Great Talent Trust ("GCGT Trust"). We are registered in Nigeria with IT NO. 74781 and have our registered office at Dideolu Estate, off Ligali Ayorinde street, Victoria Island, Lagos. We are a trust registered under part C of the Companies and Allied Matters Act, 2004

### **Changes to these terms**

We may revise these terms of use by amending this page at any time without notice and such modification(s) will be effective upon posting on the site. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Changes to our site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Accessing our site**

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@gcgt.org](mailto:info@gcgt.org)

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Our name and device have been trademarked and the works on the website are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to our site will be considered non-confidential and non-proprietary, and will be used within the constraints of our privacy policy.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards. The views expressed by other users on our site do not represent our views or values. These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the Nigeria and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person or organisation.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote promiscuity
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. • Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Disclaimer**

The site is provided "AS-IS" and "As Available" and GCGT Trust does not guarantee or promise any specific results from use of the site. GCGT Trust expressly disclaims any warranties and conditions of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, GCGT Trust makes no warranty that your use of the site will be uninterrupted, timely, secure or error-free or that any information obtained by you on, through or in connection with third party services (including but not limited to, through user content or third party advertisements) will be accurate or reliable.

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site through a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards.

If you wish to make any use of content on our site other than that set out above, please contact [[www.gcgt.org](http://www.gcgt.org)]

## **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by Nigerian law. You and we both agree that the courts of Nigeria will have exclusive jurisdiction.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Nigerian law. We both agree to the exclusive jurisdiction of the courts of Nigeria.

**Contact us**

To contact us, please email to [info@gcgt.org](mailto:info@gcgt.org). Thank you for visiting our site.