

Terms & Conditions

Welcome to the Clinical Trials Community (CTC)

Conditions of use

Please read these Terms & Conditions carefully before using this Platform. By using this Platform, you signify your agreement to be bound by these conditions.

About these terms

This page (together with the documents referred to in it) sets out the terms on which you may make use of this Platform <https://www.ctc.africa> and any subdomains (the “Platform”), whether as a guest or a registered user. The use of the Platform includes accessing, browsing, or registering to use the Platform.

Please read these Terms & Conditions carefully before you start to use the Platform: by using the Platform, you confirm that you accept these terms of use and that you agree to comply with them.

The Platform reserves the right to make changes to these Terms and Conditions.

Other applicable terms

These Terms & Conditions refer to the following additional documents, which also apply to your use of the Platform:

- The Privacy Policy, which sets out the terms on which any personal data collected from you will be processed. By using the Platform, you consent to such processing and you warrant that all data provided by you is accurate.
- The [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of the Platform. You must be compliant with this policy when using the Platform.
- The [Terms of Submission](#), which set out the terms on which you may submit content to the Platform. You must be compliant with this policy when submitting any content to the Platform.
- The [Cookie Statement](#), which sets out information about the use of cookies on the Platform.

Please note that there may be other additional terms published elsewhere on the Platform concerning specific services or functionalities of the Platform.

Information about us

The goal of the CTC is to increase the level of Clinical Trial investments in Africa by increasing the visibility of African clinical trialists and research Platforms as well as making transparent and accessible individual country regulatory and ethics procedures to inform decision making.

The Clinical Trials Community provides a platform for constant engagement among key stakeholders to increase efficiency and promote steady collaborations.

Electronic Communications

When you use this Platform or send e-mails to us, you are communicating with us electronically. While we will communicate with you electronically usually via email, we may communicate with you in other ways such as calls, text, or via the Platform. For contractual purposes, you agree that these satisfy any legal agreement that such communications be in writing unless mandatory applicable laws specifically require a different form of communication.

Accessing the Platform

The Platform does not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. The Platform may suspend, withdraw, discontinue, or change all or any part of the Platform but, where possible, reasonable notice will be given. The Platform will not be liable to you if for any reason the Platform is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Platform.

Changes to the Platform

The Platform may update the Platform from time to time and may change the content at any time.

The Platform does not guarantee that the Platform, or any content on it, will be free from errors or omissions.

Use of CTC platform

You may use the CTC platform solely for the purpose of enabling you to use and enjoy CTC and as permitted by these Terms and Conditions. You may not incorporate any portion of the CTC platform into your own program, transfer it for use in another service, or sell, rent or lease, lend, loan or distribute or sub-license or assign rights of any of the CTC software. You may not use this software for any illegal activities. We may, at our discretion, cease to provide

you with access to the CTC Software and terminate your right to use of the CTC platform at any time, without prior notice.

No reliance on information

The Platform disclaims all liability and responsibility arising from any reliance placed on any content by you or any third party that may be informed of such content.

Although the Platform makes reasonable efforts to update the information on the Platform, it makes no representations, warranties, or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date.

Registration and passwords

From time to time, the Platform may restrict access to some parts of the Platform, or the entire Platform, to users who have registered with it.

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

The Platform has the right to disable any user identification code or password, whether chosen by you or allocated by the Platform, at any time, if in its reasonable opinion you have failed to comply with any of the provisions of these Terms & Conditions.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify the Platform at support@ctc.africa

Intellectual property rights

nuvoteQ Pty Ltd is the owner or the licensee of all intellectual property rights in the Platform, and in the content published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You must not use any content in such a way as to suggest any form of association, approval, or endorsement on the Platform's part where none exists.

You must not use any trademarks, logos, illustrations, photographs, video or audio sequences or any graphics separately from any accompanying, unmodified text.

The status of the Platform (and that of any identified contributors) as the authors of the content on the Platform must always be acknowledged.

You must not use any part of the content on the Platform for commercial purposes without obtaining a license to do so from the Platform or its licensors.

If you use any content in breach of these Terms & Conditions, your right to use the Platform will cease immediately and you must, at the Platform's option, return or destroy any copies of the content you have made.

License fees and access

Subject to your compliance with these Conditions of Use and the Platform's approval for your organization to be registered on the portal, the Platform grants you a limited non-transferable, non-sublicensable access and make non-commercial use the Platform. You may not misuse this Platform or its content or use it for commercial or business purposes. You may only use the Platform for its intended purpose. The licenses granted will terminate if you do not comply with these Conditions of Use.

Platform's liability

The Platform 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, the Platform;
- use of or reliance on any content displayed on the Platform;
- 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.

The Platform 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 the Platform or to your downloading of any content on it, or on any Platform linked to it.

The Platform assumes no responsibility for the content of Platforms linked on the Platform. Such links should not be interpreted as endorsement by the Platform of those linked Platforms. The Platform will not be liable for any loss or damage that may arise from your use of them.

You undertake to make no claim in connection with the Platform against any employee, agent, or appointee of the Platform (apart from claims based on fraud or deliberate default). This undertaking is intended to give protection to individuals: it does not prejudice any right which you might have to claim against the Platform. The benefit conferred by this sub-clause is intended to be enforceable by the persons referred to in it.

If notwithstanding the provisions of these Terms of Use, the Platform is held to be liable to you for any reason, the Platform's aggregate liability to you shall not exceed one hundred US dollars (\$100).

Uploading content to the Platform

Whenever you make use of a feature that allows you to upload content to the Platform, or to make contact with other users of the Platform, you must comply with the content standards set out in the Acceptable Use Policy and the Terms of Submission.

You warrant that any such contribution does comply with the Acceptable Use Policy and the Terms of Submission, and you indemnify the Platform for any breach of this warranty.

Any content you upload to the Platform will be treated in accordance with the Terms of Submission.

The Platform will be entitled to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

The Platform 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 the Platform.

The Platform will have the right to remove any posting you make on the Platform if, in its opinion, your post does not comply with the content standards set out in our Acceptable Use Policy or any provision of the Terms of Submission.

The views expressed by other users on the Platform do not represent the Platform's views or values.

Viruses

The Platform does not guarantee that the Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Platform. You should use your own virus protection software.

You must not misuse the Platform 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 the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 the Platform will cease immediately.

Linking to the Platform

You may link to the home page, provided you do so in a way that is fair and legal and does not damage the Platform's reputation or take advantage of it.

The Platform must not be framed on any other Platform, nor may you create a link to any part of the Platform other than the home page.

You must not establish a link to the Platform in any Platform that is not owned by you.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the Platform's part where none exists.

The Platform reserves the right to withdraw linking permission without notice.

The Platform in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of the content on the Platform other than that set out above, please contact us at support@ctc.africa

Third party links and resources

Where the Platform contains links to other Platforms and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those Platforms or resources.

Migration

Please note that the Platform infrastructure is currently coordinated and hosted by nuvoteQ Pty Ltd. The Platform may transfer the coordination and / or hosting to another organization.

Changes to these Terms & Conditions

The Platform may revise these Terms & Conditions at any time by amending this page.

Please check this page from time to time to take notice of any changes the Platform may make, as they are binding on you.

Applicable Law

These Terms & Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be

governed by and construed in accordance with the law of the Republic of South Africa. The courts of the Republic of South Africa will have exclusive jurisdiction over any claim.

Contact us

To contact us, please contact us at support@ctc.africa

Thank you for visiting The Clinical Trials Community.