

MUDSReH DATA PORTAL TERMS AND CONDITIONS

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Terms of Use

Effective Date: September 30, 2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

Welcome to MUDSReH Data Portal. Please read on to learn the rules and restrictions that govern your use of our Portal, data, products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us helpdesk.mudsreh@must.ac.ug. These Terms of Use (the “Terms”) are a binding contract between you and MUDSReH. (“MUDSReH,” “we” and “us”). MUDSReH is organized under the laws of the Uganda, and has offices located at Mbarara University of Science and Technology P.O Box 1410, Mbarara. You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy, Data Use Agreement, Data Transfer Agreement and the Data Use Request Form. In these Terms, the words “include” or “including” mean “including but not limited to”, and examples are for illustration purposes and are not limiting.

1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement between you (the user) and MUDSReH, concerning your access to and use of MUDSReH Data Portal. You agree that by accessing the MUDSReH Data Portal, you have read, understood and agree to be bound by all its terms and conditions of use. IF YOU DO NOT AGREE BY ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE KINDLY PROHIBITED FROM USING MUDSReH DATA PORTAL AND YOU MUST DISCONTINUE USE IMMEDIATELY. TO THE EXTENT YOU ARE USING THE SERVICES ON BEHALF OF AN ORGANIZATION (E.G. UNIVERSITIES, RESEARCH INSTITUTIONS, HOSPITALS OR MEDICAL CENTERS), EITHER YOU HEREBY

(I) WARRANT AND ACKNOWLEDGE THAT YOUR ORGANIZATION HAS AGREED TO THESE TERMS AND IS BOUND BY THEM; OR (II) AGREE TO THESE TERMS ON BEHALF OF YOUR ORGANIZATION AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION TO THESE TERMS.

Supplemental terms and conditions

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. You waive the rights to receive any such changes or modifications. It is also your responsibility to periodically review these Terms and Conditions to stay informed of the updates. You will be subject to, and will be deemed to have been made aware of and to have accented to the changes in any revised Terms and Conditions when you continue to use MUDSReH Data Portal. MUDSReH Data Portal is not for distribution or use by any person or in any jurisdiction or country where such distribution would be contrary to the law or regulation of that country.

2. USE OF THE SERVICES

Subject to agreement, by either you, your organization, you, as the end user, may use the MUDSReH Data Portal Services in accordance with the Terms. The Services are allowed for use only by appropriately authorized adult individuals who would want to conduct health data science research. If you do not meet these requirements, you may not use the Services. In order to use the Services, you must open (register for) an account, and you will be required to provide us with certain details, as more specifically explained in Section 5 “User registration, and presentation” and our Privacy Policy. You agree to keep these details accurate, complete and up-to-date. Your failure to maintain accurate, complete and up-to-date details may result in your inability to use the Services or suspension or termination of your Account.

By creating an Account, you represent and warrant that:

- i. All information that you provide is current, complete and accurate to the best of your knowledge;
- ii. You will maintain the security of your password, not share your password with any other person and bear all risks of unauthorized access to your Account;
- iii. You will use the Services in accordance with MUDSReH’s instructions as may be updated from time to time;

- iv. You will use the Services solely for lawful purposes and in compliance with any and all applicable laws and regulations. Specifically, you agree not to use the Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms;
- v. You have not previously had your right to use the Services suspended or terminated.

3. LIABILITY

IN NO EVENT OR CIRCUMSTANCE WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR DAMAGES, LOSS OF DATA OR ANY OTHER DAMAGE RESULTING FROM USING MUDSReH DATA PORTAL EVEN IF WE HAVE BEEN WARNED OF SUCH DAMAGES.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the MUDSReH Data Portal is our proprietary property and all source codes, logo, data sets, functionality, graphics, images and photos owned or controlled by us or licensed to us in relation thereto are protected by copyright or trademark law and other various intellectual property laws. No part of MUDSReH Data Portal or trademarks may be copied or reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose, whatsoever without our permission.

Any and all comments, suggestions or recommendations (verbal or written) that you provide to MUDSReH in connection with the Data Portal Services (including, without limitation, regarding modifications, enhancements, improvements or other changes to the Services) (collectively, “Feedback”) is voluntary, is at no cost to MUDSReH, and is without any restrictions on MUDSReH. You hereby acknowledge that any and all intellectual property rights in the Feedback and any changes or improvements to the Services resulting from the Feedback, is and shall remain the property of MUDSReH.

5. USER REGISTRATION AND PRESENTATION

By using MUDSReH Data Portal, you agree to provide true, accurate and complete information as per the registration requirements. If you provide inaccurate and incomplete information, we reserve the right to suspend and/or terminate your access and use of the portal. You also agree to comply with

the Terms and Conditions set forth and that you will not use MUDSReH Data Portal for any purposes other than research, linking you to a data analysis platform or to professionals in your research area.

6. LICENSE TO USE SERVICES

Subject to your compliance with these Terms, MUDSReH grants you a nonexclusive, non-commercial, non-transferable, non-sublicensable, free and fully revocable limited license to register, access and use the Services.

Under this license you have the right to use MUDSReH Data Portal Services solely for the purpose for which they were provided to you (as specified in these Terms), and subject to the conditions and limitations set out in these Terms.

We reserve all other rights to the Services, and everything provided therewith, and you have no right to, and you may not, make any use that has not been specifically authorized herein, including without limitation: sublicense, copy, transfer, modify or make derivative works of the Services.

Unless we approve to you otherwise in writing, the license ends when your use of the Services ends for whatever reason, including, without limitation, if you voluntarily deleted your Account or complete the research study undertaken. You hereby agree that upon the termination of the license, for any reason, we may remotely disable your Account.

7. USE RESTRICTIONS

You will only have access to services that will be endorsed to you. Without derogating from any other restrictions in these Terms, unless otherwise explicitly permitted by MUDSReH in writing, you may not, whether by yourself or anyone on your behalf: (a) remove any copyright, trademark or other proprietary notices from any portion of the Services; (b) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile or disassemble any portion of the Services or publicly display, reproduce, create derivative works of, perform, distribute, or otherwise use Services or any material in connection therewith including without limitation text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Portal, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features available on the Services; (c) reverse engineer or attempt to extract the source code of the Services we provide, (d) use the Services for any illegal, immoral, unlawful or unauthorized purposes; (e) use the Services other than as specifically permitted in these Terms including without limitation: distribute, resell or offer the Services for rent or lease or offer any of the above to the

public in any manner, or integrate any of the above within a service of your own, sell, license, or otherwise exploit the Service; (f) interfere with or violate clinicians' or patients' rights to privacy and other rights, or harvest or collect personal information about clinicians or patients without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Services and retrieve, index or data-mine information; (g) interfere with or disrupt the operation of the Services, or the servers or networks that host them, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks; (h) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that MUDSReH endorses you or your organization, or any statement you make, or present false or inaccurate information about the Services; (i) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our online-platform

8. GUIDELINES FOR RATING

You will be required to rate our services after access and use of the Data Portal.

9. DATA PORTAL MANAGEMENT

We reserve the right, but not the obligation to a) monitor any misuse of these Terms and Conditions, b) take appropriate legal action against anyone who in our sole discretion violates these Terms of Use, including without limitation, reporting such user to the law enforcement authorities, deny, restrict access to, limit the availability of or disable content, data, images, and other services, in our sole discretion and without limitation, notice or liable to remove and manage MUDSReH Data Portal, in a manner designed to protect our rights.

10. PRIVACY

We are committed to treat the personal information you share with us voluntarily and knowingly in accordance with our Privacy Policy. Please also review our privacy policy on http://154.72.198.210/mudsreh_system/docs/MUDSReH%20Data%20Portal%20Privacy%20Policy%20Final.pdf. By using MUDSReH Data Portal, you agree to our Privacy Policy which is part of these Terms and Conditions. Please be advised that MUDSReH Data Portal is governed by the Laws of Uganda. Any restricted data access and use of outside Uganda will require additional information as indicated in our Data Use Request Form (DURF)

11. MODIFICATION

We reserve the right to modify, change, add or delete the contents of our Portal Services at any time for any reason. We may also experience software problems or upgrades that may result in delays or errors. You agree that we have no liability whatsoever for any loss, damage or discontinuance of you using MUDSReH Data Portal during such times.

12. GOVERNING LAW

These Terms and Conditions and your use of the MUDSReH Data Portal are governed by and construed in accordance with the laws of Uganda applicable to agreements made and to be entirely performed within Uganda without regard to its conflict of law principles.

13. INDEMINITY

You agree to defend, indemnify and hold us and our partners harmless from and against any loss, damage, liability, claims, breach of the information, information you provide and warranties set forth in these Terms and Conditions. Your violation of the rights or a third party including but not limited to intellectual property rights, we reserve the right at your expenses to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate at your expense with our defense of such claims.

14. USER INFORMATION

We will maintain your information for the purposes of knowing where and how MUDSReH Data Portal is being used. You agree that we shall have no liability to you for any loss or corruption of your information and you hereby waive any right of action against us arising from such loss or corruption of such information.

15. THIRD PARTY INTERACTIONS

Our Services will also be rendered through or integrated with third-party platforms, e.g. cloud compute platforms such as Google, TERRA, eLwazi, etc., and may contain links to third party applications, websites, advertisers, services, offers, or other events or activities that are not owned or controlled by us. We have no control over these third-party interactions and assume no responsibility or liability for the content, privacy policies, performance or practices of any third party interactions. In addition, we will not and cannot censor or edit the content of any third-party site.

If you use the Services with any third-party's platforms or access any third party's website, service, or content from the Services, you do so at your own risk. By using the Services, you expressly release MUDSReH (and its owners, officers, employees, agents, affiliates, or licensors) from any and all liability arising from your use of any third-party interaction including without limitation third party's website, information, materials, products, or services. Accordingly, we encourage you to be cautious and to read the terms and conditions and privacy policy of each third-party interaction that you use. You further agree that you are solely responsible for compliance with third-party policies and terms in connection with your use of the Services and acknowledge that MUDSReH will not be held responsible for your non-compliance with such third-party policies and terms.

16. DISCLAIMER

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SERVICES ARE RENDERED TO YOU "AS-IS" AND "WITH ALL FAULTS AND ERRORS".

EXCEPT FOR ANY EXPRESS WARRANTY THAT IS SPECIFIED IN THE QUOTE, MUDSReH MAKES NO – AND DISCLAIMS ALL – REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT: THE SERVICES WILL BE ERROR-FREE, MALWARE OR ANY OTHER HARMFUL COMPONENTS; THE SERVICES WILL BE AVAILABLE AND FULLY FUNCTION AT ALL TIME.

IN ADDITION TO OTHER DISCLAIMERS CONTAINED IN THESE TERMS, AND UNLESS OTHERWISE STATED IN THE APPLICABLE QUOTE, WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SERVICES IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SERVICES, UNLESS SPECIFIED OTHERWISE IN THE AGREEMENT (III) THAT THE DATA PORTAL WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR MOBILE DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND WE ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS, AND/OR (IV) MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SERVICES INCLUDING THAT THE RESULTS OF USING THEM WILL MEET YOUR

REQUIREMENTS). MUDSReH HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THEIR AVAILABILITY, RELIABILITY OR QUALITY, AND IT IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND INFORMATION DISPLAYED WITHIN THEM.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) WILL MUDSReH (OR ITS LICENSORS OR SUPPLIERS OR PARTNERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION.

MUDSReH COMMUNICATES WITH USERS THROUGH EMAIL OR OTHER DIGITAL MEANS. IF YOU UNSUBSCRIBE FROM OR OTHERWISE BLOCK THESE EMAILS YOU WILL NOT RECEIVE INFORMATION FROM US RELATED TO MAINTENANCE, UPGRADES, UPDATES, AND OTHER CRITICAL INFORMATION. IN SUCH EVENT, MUDSReH SHALL BEAR NO LIABILITY FOR ANY DAMAGES OR DATA LOSSES THAT MAY HAVE BEEN PREVENTED IF YOU HAD RECEIVED THE COMMUNICATION

18. CONTACT US

For any questions (or comments) concerning these Terms, you are welcome to send us an email at: helpdesk.mudsreh@must.ac.ug and phone contacts below. We will make an effort to reply within a reasonable timeframe

Phone Contacts: +256700497421/+256706197961