#### **Terms & Conditions**

## Registration

Praelex Limited requires you to register and provide information that personally identifies you, including your content preferences, for three primary purposes namely to:

- a. allow you to personalize the Praelex.net websites you are visiting to show content relevant to your interests.
- b. enable features such as password reminder, news alerts, email a colleague, and linking from Praelex and its affiliate sites to your website
- c. produce demographic feedback for our content providers who contribute content for free for your use

We hope that our registered users will support us in maintaining our free-to-view business model by consenting to our use of your personal data as described below-

Our services are paid for by our content providers in exchange for Praelex providing them with access to information about who accesses their content. Once personal data is transferred to our content providers, they become a data controller of this personal data. They use it to, (a) measure what they receive from their articles, as a form of market research, and (b) provide Praelex users with information about their products and services

Please note that the details of each content provider to which your personal data will be transferred to is clearly stated within the content that you access. For full details of how this content provider will use your personal data, you are advised to review each content provider's Privacy Notice.

### Praelex Terms & Conditions

Praelex.net is owned and managed by Praelex Ltd ("Praelex"). Praelex grants you a non-exclusive, revocable licence to access its website and associated services, such as the Praelex News Alerts ("Services"), subject to and in consideration of your compliance with the following terms and conditions of use ("Terms"). Your use of Praelex's website and/or Services constitutes your agreement to the Terms. Praelex may terminate your use of its website and Services if you are in breach of these Terms or if Praelex decides to terminate the licence granted hereunder for any reason whatsoever.

# Usage of www.praelex.net

To use Praelex.com you must (a) be at least 18 years of age, (b) be legally capable of entering into contracts, and (c) not in any way prohibited by law to enter into these Terms in the jurisdiction which you are currently located.

You may use Praelex.com ("Website") as an unregistered user. However, you are required to register as a user if you wish to read the full text of the Content or to receive the Services

You are not required to modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, link, display, or in any way exploit any of the content, in whole or in part, except as expressly permitted in these Terms or with the prior written consent of Praelex. This also includes the use electronic or other means to extract details or information from the content, or extraction of information about users or content providers in order to offer them any services or products.

In your use of the Website and/or Services you shall-

- a. comply with all applicable laws and regulations which apply to your use of the Website and/or Services in whatever country you are physically located including without limitation any and all consumer law, export control laws and regulations;
- b. provide to us correct and accurate information and promptly inform us in the event that any information that you have provided to us changes or becomes inaccurate;
- notify Praelex immediately of any circumstances where you have reason to believe that
  any intellectual property rights or any other rights of any third party may have been
  breached;
- d. co-operate with reasonable security or other checks or requests for information made by Praelex from time to time; and will be fully liable for the breach of any of these Terms by a third party using your login details to access the Website and/or Services
- e. not do anything likely to impair, interfere with or damage or cause harm or distress to any persons,
- f. not do anything that will breach any intellectual property rights or other rights of Praelex or any third party
- g. not use the Website, Services and/or content otherwise than in accordance with these Terms;
- h. not use any trademarks or service marks of Praelex or the content providers, or do anything which may be seen to take unfair advantage of the reputation and goodwill of Praelex or the content providers, or the Website, Services and/or content.

Praelex reserves the right, in its sole discretion, to take any action that it deems necessary and appropriate in the event it considers that there is a breach or threatened breach of the Terms.

### Praelex's Rights and Obligations

Except as otherwise or expressly set out to the contrary, nothing in these Terms shall serve to transfer from Praelex to you, any intellectual property rights owned by and/or licensed to Praelex

and all rights, title and interest in and to such intellectual property rights will remain exclusively with Praelex and/or its licensors.

Praelex shall use its reasonable endeavours to always make the Website and Services available to you. However, we cannot guarantee an uninterrupted and fault free service

Praelex reserves the right to make changes to the services and/or the Website or part thereof, from time to time, and we may add, remove, modify and/or vary any elements of features and functionalities of the Website or the services

Praelex also reserves the right from time to time to monitor your use of the Website and/or services.

## Disclaimer

The content herein is for general information only. Hence, it is not intended to constitute legal advice or seek to be the complete and comprehensive position of the law, nor is it intended to address your specific requirements. Praelex and/or its content providers and other suppliers make no representations about the suitability of the information contained in the content for any purpose. All content is provided without warranty of any kind. Praelex and/or its content providers and other suppliers hereby exclude and disclaim all representations, warranties or guarantees regarding the content, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by law, Praelex expressly excludes all representations, warranties, obligations, and liabilities arising out of or in connection with all content. Therefore, in no event shall Praelex and/or its respective suppliers be liable for any direct, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of the content or performance of Praelex's Services.

## General

Praelex may alter or amend these Terms on the Website. By continuous usage of the Services and/or the Website after such amendment, you will be deemed to have accepted any amendment to these Terms

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and you irrevocably submit to the exclusive jurisdiction of the courts of the Federal Republic of Nigeria to settle any dispute which may arise out of or in connection with these Terms. If you live outside Nigeria, English law shall apply only to the extent that English law shall not deprive you of any legal protection accorded in accordance with the law of the place where you are resident ("Local Law"). In the event English law deprives you of any legal protection which is accorded to you under Local Law, then these terms shall be governed by

Local Law and any dispute or claim arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts where you are resident

You may print and keep a copy of these Terms, which form the entire agreement between you and Praelex and supersede any other communication in respect of the Service and/or the Website

No delay in exercising or non-exercise by you and/or Praelex of any of its rights under or in connection with these Terms shall operate as a waiver or release of each of your or Praelex's right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.

Praelex shall not incur any liability to you on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control of Praelex. Such events, occurrences or causes will include, but not limited to acts of God, strikes, server and network failure, riots, acts of war, earthquakes, fire and explosions.