



THE DUCHESS INTERNATIONAL HOSPITAL LIMITED

TERMS OF USE

Introduction

These Terms of Use govern your use of the DUCHESS International Hospital (“DUCHESS”) Website and The DUCHESS Web Portal (the Portal”). This document (referred to as our ‘Terms of Use’) gives you information about the terms upon which we agree to provide, permit and allow you access and use of the Website and the Portal.

All your dealings on the Portal shall be in strict compliance with the policies, regulations, codes of conduct and ethics as applicable. You are advised to familiarize yourself with these policies, regulations, codes of conduct and ethics.

If it is necessary to change the Terms of Use, add, or remove any part at any time, we will post such changes on our website. It is your responsibility to check the Website and portal for any changes. You agree to be bound by such changes if you should continue to use the Systems and Services.

IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SYSTEMS AND SERVICES. YOUR CONTINUED USE OF THE SYSTEMS AND SERVICES NOW OR FOLLOWING THE POSTING OF ANY SUCH CHANGES WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND OF ANY SUCH CHANGES.

Meaning of words and phrases in these terms

‘Account’	means your Account that we operate, and you control within the Portal. For the avoidance of doubt, this includes the area where you instruct The DUCHESS and manage the process of all our products and services.
‘Content’	means all the content, documents, information and matters on or in your Account or contained within the Website and or the Portal, whether through the Website and/or the Portal or uploaded manually. means the Nigeria Data Protection Regulations 2019.
‘Data Protection Regulations’	
‘the Portal’	means The DUCHESS Web Portal and or software provided to customers in accordance with these Terms of Use.
‘Privacy Policy’	means the Privacy Policy as amended from time to time and published on the Website and the Portal.

'Products & Services'	means all and each of the products and/or services offered from time to time by the DUCHESS, within the Website and the Portal.
'Systems'	means the Website and free or subscribed (following a payment) access to the Portal
'Terms'	means these Terms of Use and Privacy Policy as amended from time to time. means you or anyone who uses the Systems.
'User'	
'Website'	means www.duchesshospital.com including all systems, Software and processes hosted therein.

When these terms apply

These Terms and Conditions shall apply to real time usage of the website by registered clients of the DUCHESS and through the Portal.

By entering your details on our website or Portal you are agreeing to be bound by these Terms to the extent they apply to your use of the DUCHESS' Services.

Should you wish to end your agreement with the DUCHESS, you should inform us in writing.

Acceptable use terms

There are rules and standards that you must abide by in connection with your use of the Systems. This is for the protection of all Users.

The DUCHESS has the right to enforce those guidelines, as it deems appropriate in its sole discretion. This means that if you or anyone using your Account violate these Terms, the DUCHESS may take any and all actions from the issuance of a warning to terminating your right to use the Systems (without refund or part credit of any fees paid) to involvement of the appropriate authorities that the DUCHESS deems necessary or appropriate. The DUCHESS is not required to provide notice prior to terminating your right to use the Systems for violating these Terms, but it may choose to do so.

BY USING THE SYSTEMS, YOU AGREE TO WAIVE ANY CLAIMS YOU MAY HAVE AGAINST THE DUCHESS, AND TO HOLD THE DUCHESS HARMLESS AND INDEMNIFY THE DUCHESS WITH RESPECT TO ANY CLAIMS RELATING TO ANY ACTION TAKEN BY THE DUCHESS AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED OR THE WITHDRAWAL OF THE SYSTEMS WHETHER TEMPORARILY OR PERMANENT. THIS MEANS

THAT YOU CANNOT SUE THE DUCHESS OR RECOVER ANY DAMAGES WHATSOEVER FROM THE DUCHESS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SYSTEMS, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF THE DUCHESS' CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

Disclaimer of Warranties; Liability Limitations

You expressly agree that your use of, or inability to use, the Systems is at your sole risk. The Systems are provided 'as-is' and 'as-available' for use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

In no case shall the DUCHESS, its Directors, Officers, Employees, Affiliates, Agents or Contractors be liable for any direct, indirect, incidental, special or consequential damages arising from your use of any of the Systems or for any other claim related in any way to your use of the Systems.

IN NO EVENT DO WE ACCEPT LIABILITY OF ANY DESCRIPTION INCLUDING LIABILITY FOR NEGLIGENCE FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE OR PERFORMANCE OF THIS SITE OR ANY OF ITS CONTENTS. WE DO NOT ACCEPT LIABILITY FOR ANY INACCURACIES OR OMISSIONS ON THIS SITE. ALL IMPLIED WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW. THE DUCHESS DOES NOT GIVE ANY WARRANTY OF UNINTERRUPTED USE OF THIS SITE AND THE DUCHESS DOES NOT ACCEPT LIABILITY FOR ANY INFORMATION POSTED ON THIS SITE BY THIRD PARTIES. NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED AS TOTALLY SECURE. WHILST WE STRIVE TO PROTECT SUCH INFORMATION WE DO NOT WARRANT AND CANNOT ENSURE THE SECURITY OF ANY INFORMATION WHICH YOU TRANSMIT TO US, WE WILL HOWEVER TAKE REASONABLE STEPS TO PRESERVE THE SECURITY OF SUCH INFORMATION IN LINE WITH THE DATA PROTECTION REGULATIONS.

Notices

The DUCHESS may send you notices with respect to the Systems by sending an email message to the email address listed in your Account or by sending a letter to the contact address listed in your Account.

Legal principles

You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any person other than you, as a User of the Systems.

If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The DUCHESS' failure to enforce any right or provisions in the Terms will not constitute a waiver of such provision, or any other provision of the Terms.

The personal information that you give to the DUCHESS when registering for access to the Systems will be used in connection with your use of the Systems and will be transferred to and maintained in the DUCHESS records. If you do not consent to this transfer, do not accept these terms and conditions.

No ownership

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in any password, email address, domain name, or similar resource used by you in connection with the Systems or the Software.

Our Privacy Policy

You understand that by using the Systems, you consent and agree to the collection and use of certain information about you and your use of the Website in accordance with our Privacy Policy. You further consent and agree that we may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Systems, and any features therein, to you. Information collected by us when you use the Systems may also include technical or diagnostic information related to your use that may be used by us to support, improve and enhance our Systems. For more information, please read our full [Privacy Policy](#)

Registration

To take advantage of the Portal you will need to register on www.duchesshospital.com

You must provide accurate information about yourself and agree to our verification process. We will, as part of that process, take details of your IP address. By registering with the DUCHESS, you give us express permission to do so. Once registration is complete, we will open an Account for you, which will give you access to the Portal.

You should keep all your Account information, usernames and passwords secret and do not disclose the details to anyone.

Access to the Online Platform

Once you have registered with the DUCHESS, you will be given access to the Portal. You will then be able to use the Portal subject to these Terms of Use, the Privacy Policy and any other terms and conditions you have agreed to. Please ensure you have full knowledge of these terms and conditions.

Your agreement

You agree that you will NOT use the Systems to:

- upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise illegal;
- stalk, harass, threaten, or harm another;
- pretend to be anyone, or any entity you are not — you may not impersonate or misrepresent yourself as another person, entity, another User, the DUCHESS employee, or otherwise misrepresent your affiliation with a person or entity. The DUCHESS reserves the right to reject or block any ID or e-mail address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- engage in any copyright infringement or other intellectual property infringement or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Systems (or any part thereof), or any other computer software or hardware;
- plan or engage in any illegal activity; and/or gather and store personal information on any other Users of the Systems to be used in connection with any of the foregoing prohibited activities.

You further agree:

- not to reveal your Account information to anyone;
- that you are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify the DUCHESS of any security breach;
- that the Products and Services are designed and intended for personal use on an individual basis and you should not share your Account information and/or password details with other individuals and/or corporate bodies;
- that provided we have exercised reasonable skill and due care, the DUCHESS shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules;
- The DUCHESS will never ask you to reveal your account password either verbally or in writing;
- to provide accurate and complete information when you register with, and as you use the Systems and you agree to update your account information to keep it accurate and complete.

- that failure to provide accurate, current, and complete Account information and data may result in the suspension and/or termination of your Account and/or Products and Services (without refund or part credit of fees paid).

Removal of content

The DUCHESS reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

Furthermore, The DUCHESS reserves the right to access your account (which may involve taking complete control) to ensure the orderly and reasonable conduct in accordance with these terms, and the Privacy Policy. This may include withdrawal of its products and services. You will be provided with a verbal notice to take the necessary steps to remedy the issue. Should you fail to respond to this request within 2days, we will provide a further notice for 2days in writing, after which the appropriate action will be taken by the DUCHESS.

Access to your Account and Content

The DUCHESS reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that the DUCHESS may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and any party, as the DUCHESS believes is reasonably necessary or appropriate, if legally required to do so or if we believe that such access, use, disclosure, or preservation is reasonably necessary to:

- a) comply with legal process or request;
- b) enforce this Agreement, including investigation of any potential violation thereof;
- c) detect, prevent or otherwise address security, fraud or technical issues; or
- d) protect the rights, property or safety of the DUCHESS, its Users, or the public as required or permitted by law.

For the avoidance of doubt, the DUCHESS reserves the right to take control of your Account, including changing your login details and password, in order to enforce all or any element of these Terms.

Information and data

Any information and or data provided by you to the DUCHESS and used by the DUCHESS directly or indirectly in the performance of the Terms shall remain at all times your property. It shall be identified, clearly marked, and recorded as such by the DUCHESS on all media and in all documentation.

The DUCHESS shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of this data and information.

The DUCHESS agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in relevant laws and regulations (as amended from time to time).

All personal data acquired by the DUCHESS from you shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without your consent, other than in circumstances detailed in this Agreement.

Nothing in this Agreement shall oblige you to disclose any information to the DUCHESS if it is of the view that to do so would be a breach of the Data Protection Regulations.

In fulfillment of its obligations above, the DUCHESS will have in place and will maintain at all times the Data Protection Regulations which will deal comprehensively with:

- The protection of the confidentiality, integrity and security of all and any information supplied to the DUCHESS by you;
- The audit procedures in place to deal with the requirements of data protection regulations;
- The reliability and training of staff to ensure awareness of (and compliance with) their obligations;
- Any other measures and procedures to ensure that the DUCHESS obligations under the above clauses are met.

Violations of this Agreement

If while using the Systems, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to info@duchesshospital.com

License from you

The DUCHESS does not claim ownership of Content you make available on the Systems. However, by submitting such Content on areas of the Systems that are accessible by the public or other Users with whom you consent to share such Content, you grant the DUCHESS worldwide, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Systems solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content submitted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful. By submitting such Content on areas of the Systems that are accessible by the public or other Users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

Trademark information

The DUCHESS logo and other trademarks, Systems marks, graphics, and logos used in connection with the Systems and Software are trademarks or registered trademarks of the DUCHESS, including the intellectual property rights of the DUCHESS. Other trademarks, Systems marks, graphics, and logos used in connection with the Systems or Software may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Product(s) or Software.

The DUCHESS Hospital's proprietary rights

You acknowledge and agree that the DUCHESS and/or its licensors own all legal right, title and interest in and to the Systems, including but not limited to graphics, User interface, the scripts, logos, sounds, music, artwork, videos, computer code and software used to implement the Systems, and any software provided to you as a part of and/or in connection with the Systems, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Systems (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Systems in compliance with this Agreement.

THE USE OF THE SYSTEMS OR ANY PART OF THE SYSTEMS, EXCEPT AS PERMITTED IN THE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

Hyperlinks materials

Certain content, components or features of the Systems may include materials and/or services from hyperlinks to other web sites, resources or Content. Because the DUCHESS may have no control over such third-party sites, services and/or materials, you acknowledge and agree that the DUCHESS is not responsible for the availability of such sites, services or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, Systems or materials on or available from such sites or resources. You further acknowledge and agree that the DUCHESS shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such content, advertising, systems or materials on or available from such sites or resources.

Changes to these terms

We may change these terms from time to time in whole or in part, without further consent from you. We will notify you of material changes to these Terms by sending you the amended Terms by email. We will also make the amended Terms available on our website, subject to regulatory requirements.