

## **Privacy Policy**

### Overview

Isabirye Foundation (“ISABIRYE FOUNDATION,” “us,” or “we”) respects your privacy, and we want you to understand how we may collect personal information about you through our website (“Website”), and how that information may be used, maintained and, in some cases, shared. This privacy policy (“Privacy Policy”) sets forth the privacy practices and policies governing our Web Applications.

“Personal information”, is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to you. Personal information includes “sensitive personal information” and “pseudonymised personal information” but excludes anonymous information or information that has had the identity of an individual permanently removed.

BY USING OR ACCESSING OUR WEB APPLICATIONS OR BY PROVIDING PERSONAL INFORMATION TO US ON OR THROUGH THESE WEB APPLICATIONS, YOU CONSENT TO THE COLLECTION, USE, TRANSFER AND DISCLOSURE OF THAT INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND APPLICABLE LAW.

Please read our Privacy Policy to understand:

### **Information We Collect and How We Use It**

- *Information You Provide to Us*
- *Social Networking Activities*
- *Financial Transactions*
- *Site Use Information*
- *How We Use Information*
- **Cookies Policy**
- **Opting Out of Communications**

- [Disclosing Information to Third Parties](#)
- [Security](#)
- [Links to Other Web Applications](#)
- [Child Privacy](#)
- [Consent to Transfer of Information from Outside the Uganda](#)
- [Governing Law](#)
- [Changes to this Privacy Policy](#)
- [Contact](#)

#### Information we collect and how we Use it

The following describes the types of personal and other information we may collect about you, and how we use and maintain that information:

#### *Information You Provide to Us*

The Isabirye Foundation gathers and retains personal information about you, including name, email address, physical address, phone number, or other personal or background information when you voluntarily submit it to us. If you submit information in connection with an employment opportunity listed on our Careers page, in addition to contact information we may collect your date of birth, education history, military service, immigration status and employment history as well as information about references you identify.

Before you can utilize some portions of our Web Applications, we may require that you request access to those portions by providing us with your contact information, a username and a password. If you provide us with a telephone number or an email address, you expressly agree that we, or our authorized agents, can use that information to contact you about your access request or your account, or about the Isabirye Foundation and its associated activities.

The Isabirye Foundation collects information reported by individuals and entities as part of its regulatory activities, which may include personal information such as names of reporting entities' personnel, business and mailing addresses, phone numbers, accounting license numbers, and pending or concluded criminal, civil or administrative actions. If you submit personal information of others to the Isabirye Foundation, you represent and warrant that you have the necessary consent or authority to do so.

We may keep any information that you provide to us indefinitely.

### *Social Networking Activities*

Our Web Applications may allow you to enter social networking Web Applications such as Facebook, YouTube, LinkedIn, and Twitter. If you choose to follow, like, friend, share, or comment on our social media Web Applications, or otherwise share information on these social networking Web Applications, we may receive information about you. We may use such information about you in a variety of ways, including to enhance your experience with the Isabirye Foundation's outreach and to communicate with you about new Isabirye Foundation activities. We may keep all of this information indefinitely.

### *Financial Transactions*

If you pay registration or annual fees using the Isabirye Foundation "Registration, Annual and Special Reporting" ("RASR") system, you will be engaging in a financial transaction through our RASR Website, [www.isabiryefoundation.org](http://www.isabiryefoundation.org). In any such transaction, you will be asked to provide certain financial information, such as your bank account number and routing details, to effectuate a bank transfer. We retain such information for our records, and may also transfer it to a third party for payment processing. We use technology designed to encrypt the transmission of data to us through the system, as well as financial information we receive, transfer or maintain. If you submit financial information through <https://payments.www.isabiryefoundation.org>, all of that information is submitted directly and securely to a third-party payment processor; the Isabirye Foundation does not receive or retain any financial information submitted through <https://payments.isabiryefoundation.org>.

### *Site Use Information*

The Isabirye Foundation may collect technical information relating to each time a visitor comes to our Web Applications, including the IP address of visitors to our Web Applications. Such information is considered personal information under this Privacy Policy. We may also collect information about your use of our Web Applications, including number of visits, average time spent on the Web Applications, pages viewed, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call us. Gathering this information helps us to improve the content we offer. You do not have to register with our Web Applications before we can collect this information. We may share with third parties this information or other data on an aggregated basis without the use of any information that personally identifies you.

### *How We Use Information*

We use your personal information according to the terms of the Privacy Policy in effect at the time of our use. We will only process your personal information, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party (including your registration or agreements with us), (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial or regulatory interests, provided your interests and fundamental rights do not override those interests.

- a. We use the personal information you give us, that we collect through social networking activities and that we receive through financial transactions:
  - i. to carry out our obligations arising from your registration and any other agreement entered into between you and us;
  - ii. to identify you and communicate with you;
  - iii. to update and communicate with you regarding your account as required;

- iv. to provide you with the information and services you request from us;
  - v. to conduct our regulatory activities and to conduct research and analysis;
  - vi. to respond to your questions and provide related services;
  - vii. to improve the Isabirye Foundation Web Applications;
  - viii. to enhance your experience with the Isabirye Foundation's outreach;
  - ix. to communicate with you about new or existing Isabirye Foundation activities and other information that Isabirye Foundation believes is relevant and useful to its visitors, where you have not opted out of receiving such information;
  - x. to send you third party information that Isabirye Foundation believes is relevant and useful to you, where you have given your consent;
  - xi. to notify you about changes to our activities or related services or to ask you to provide feedback;
  - xii. to enable you to participate in a conference, seminar or complete a survey;
  - xiii. to administer and protect our business and Web Applications (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data); or
  - xiv. To process and consider you for employment at Isabirye Foundation.
- b. We use the aggregate, anonymous site use data collected to perform statistical analyses of the collective characteristics and behaviour of visitors to the Web Applications; to measure user interests regarding specific areas of the Web Applications; and to analyse how and where best to use our resources. Without such data, we would not know which parts of the Web Applications are the most popular, and we would not be able to change and update the content and services appropriately.

## Cookies Policy

Like most Web Applications, we may employ “cookies” or similar technologies on certain pages of our Web Applications. Cookies make the use of the Web Applications easier by, among other things, saving your preferences. We may also use cookies to deliver content tailored to your interests. We may use information collected with cookies to statistically analyse usage of our Web Applications, and to improve and customize our content and other offerings.

Types of cookies we may use on our Web Applications include:

- **Session cookies:** These temporary cookies expire and are automatically erased whenever you close your browser window. We may use session cookies to grant our users access to content and to enable actions such as remembering application or payment information as you are in the process of entering it.
- **Persistent cookies:** These cookies usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We may use persistent cookies to better understand usage patterns so we can improve the Web Applications for our users. For example, we may use a persistent cookie to associate you with your account or to remember your choices on the Web Applications.
- **Third-party cookies:** We may permit third-party service providers to place cookies through our Web Applications to provide us with better insights into the use of the Web Applications or user demographics or to provide relevant services to you. These third parties may collect information about a user’s online activities over time and across different Web Applications when he or she uses our website. For example, we may use a third-party tool to analyse usage patterns of the Web Applications. Such a tool may generate a cookie to capture information about your use of the Web Applications which the third-party provider uses to compile reports on website activity for us and to provide other related services. The third-party provider may use a portion of your IP address to identify its cookie. We do not control the use of third-party cookies or the resulting information and we are not responsible for any actions or policies of such third parties. In particular, our

Web Applications may use Google Analytics and Hot jar to collect and process data. For more information on Google Analytics, please see Google’s privacy policy and Google Analytics help pages (located at <https://www.google.com/policies/privacy/> and <https://support.google.com/analytics/?hl=en#topic=3544906>). To opt out of being tracked by Google Analytics across all Web Applications, please visit <https://tools.google.com/dlpage/gaoptout>. For more information on Hot jar, please see Hotjar’s privacy policy (located at <https://www.hotjar.com/legal/policies/privacy>). To opt out of being tracked by Hot jar, please visit <https://www.hotjar.com/legal/compliance/opt-out>.

The specific cookies that may be used on the Web Applications are:

Type of Cookies	Who Serves these Cookies	How to Refu
<p><b>Essential Cookies</b></p> <p>These are cookies that are necessary for the operation of Isabirye foundation Web Applications. They include, for example, cookies that enable you to log into secure areas of our Web Applications, use a shopping cart or make use of e-billing. For example:</p> <p><b>WSS_ Full Screen Mode</b> -Determines whether the page should be shown in "full screen" depending on the particular local system configuration.</p> <p><b>Isabirye foundation Outdated Browser Ack</b> -Tracks whether users have clicked to accept the outdated browser notice.</p> <p><b>Isabirye foundation PrivacyPolicyAck201506</b> - Tracks whether users have clicked to accept the cookies notice.</p>		<p>These cookies cannot be re settings, how</p>
<p><b>Performance and Functionality Cookies</b></p>	<p>Isabirye foundation</p>	<p>These cookie</p>

These are used to recognize you when you return to the Web Applications. This enables us to personalize our content for you and remember your preferences (for example, your choice of language or region), but are non-essential to the performance of the Web Applications. For example:

**WOPISessionContext** -Identifies where to redirect a web application.

**Search Session** - Contains an identifier for the current search session.

**Search Query** - Contains the text of the last search performed by the user.

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### **Analytical or Customization Cookies**

These cookies collect information about how users access and move through the Web Applications. We use this information in either aggregate form to help us to improve the way the Web Applications work, or to personalize the Web Applications to your interests. For example:

ISABIRYE

These cookie

FOUNDATION

Alternatively

Google

Mail Chimp

Hot jar

- Google

Analyt

- Hotjar

**Google Analytics (ga and \_gat)** - Collects anonymised information about how users use the Web Applications, including the number of users visiting the Web Applications, where they came from, and the page or pages they visited.

**Mail chimp** –Cookie tracker in emails improves the understanding of our users to provide more user-friendly information to them.

**Hot jar**- Collects users’ clicks, scrolling, and mouse behaviour to improve the understanding of users engagement on the Web Applications and to provide more user-friendly layouts and information. Asks users that are leaving the Web Applications if they would take an exit poll. To see a list of Hot jar’s cookies, please visit <https://www.hotjar.com/legal/policies/cookie-information>.

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When you first access our Web Applications from certain jurisdictions, you will receive a message advising you that cookies and similar technologies are in use. By clicking “accept



cookies”, closing the message, or continuing to browse the Website, you signify that you understand and agree to the use of these technologies, as described in this Cookie Policy.

You do not have to accept cookies and consent can be withdrawn at any time. If you prefer not to receive cookies through our Web Applications, you can set your browser to either reject all cookies, to allow only “trusted” Web Applications to set them, or to accept only those cookies from those sites you are currently on. Unless you have adjusted the setting of your browser so that it will refuse cookies, our system may issue cookies when you log on to our Web Applications. If your browser is set to reject cookies, or if your browser notifies you that you are about to receive a cookie and you reject it, then your use of our Web Applications may not be as efficient as it would be if the cookie were enabled, and some parts of the Web Applications may not work at all. In addition, you can exercise advertising cookie choices by visiting <http://www.aboutads.info/choices/>, <http://www.networkadvertising.org/choices/>; or <http://youronlinechoices.com/>.

As well as cookies, we may use other technologies to recognize and track visitors to the Web Applications. A web beacon (also known as a “tracking pixel” or “clear GIF”) is a clear graphic image (typically a one-pixel tag) that is delivered through a web browser or HTML e-mail, typically in conjunction with a cookie.

Web beacons allows us, for example, to monitor how users move from one page within our Web Applications to another, to track access to our communications, to understand whether users have come to our Web Applications from an online advertisement displayed on a third-party website, to measure how ads have been viewed and to improve site performance.

We do not use technology that recognizes a “do-not-track” signal from your web browser because we do not track users other than for aggregate statistical purposes.

### Opting Out of Communications

If you have subscribed to or are otherwise receiving ISABIRYE FOUNDATION news or similar information from us by email and no longer want to receive such information in the future, you may opt out of receiving these emails by clicking the “unsubscribe” link at

the bottom of those emails you receive or on the [unsubscribe page](#) on the Web Applications. Please allow ample time for us to process your request. If you are having difficulty unsubscribing, please contact us directly at [info@Isabirye Foundationus.org](mailto:info@Isabirye Foundationus.org).

Please note that even if you opt out of receiving emails, you may still receive communications related to the ISABIRYE FOUNDATION's oversight activities or otherwise as required by law. Also note that we may need to keep information we have collected about you for record-keeping, research and other purposes.

### Disclosing Information to Third Parties

We will not share, rent, sell or otherwise disclose any personal information that we collect about you through our Web Applications, except in any of the following situations or otherwise described in this Privacy Policy:

- You request or authorize the release of your personal information.
- We may disclose personal information to our third-party contractors and payment processors who perform services for us in connection with the Web Applications, or to complete or confirm a transaction or series of transactions that you conduct with us. We may also disclose personal information to service providers or suppliers if the disclosure will enable that party to perform business, professional or technical support for us.
- We may disclose personal information as part of a transfer of the assets or related interests of the ISABIRYE FOUNDATION. We do not guarantee that any entity receiving such information in connection with one of these transactions will comply with all the terms of this Privacy Policy.
- We may disclose personal information to comply with the law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas, or to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others. We reserve the right to release information that we collect to law enforcement or other government officials, as we, in our sole and absolute discretion, deem necessary or appropriate.

- In accordance with our regulatory function, we post to our Web Applications certain information reported to the ISABIRYE FOUNDATION by individuals and entities, that may include personal information such as names of reporting entities' personnel, business and mailing addresses, phone numbers, accounting license numbers, and pending or concluded criminal, civil or administrative actions. The reporting individual or entity is responsible for obtaining any necessary consent or authority for disclosure of such personal information.
- We may also share aggregated or anonymous information that cannot identify you with third parties. For example, we may disclose the number of visitors to our Web Applications or the number of people who have downloaded a particular document.

## Security

We use technology designed to encrypt the transmission of data to us through our Web Applications, including through our RASR system, through <https://payments.Isabirye Foundation us.org> and through <https://bdpayments.Isabirye Foundationus.org>. In addition, we take steps to protect all user data we collect against any unauthorized access. However, you should keep in mind that the Web Applications are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control.

While we take steps to protect your personal information and keep it secure, you also play a role in protecting your information. You must maintain the security of your online transactions by not sharing your passwords and account information with any unauthorized parties.

Please also be aware that despite our best intentions and the guidelines outlined in this Privacy Policy, no data transmission over the Internet or encryption method can be guaranteed to be 100 percent secure. The ISABIRYE FOUNDATION cannot guarantee the security of any information you transmit to us or from our Web Applications, and therefore, you use our Web Applications at your own risk.

## Links to Other Web Applications

Our Web Applications may contain links to other Web Applications, including social media Web Applications hosted by third-party providers; however, this Privacy Policy only addresses the ISABIRYE FOUNDATION's use and disclosure of your information collected through our Web Applications, if any. If you choose to link to an external website from our website, you will leave our website. We are not responsible for the privacy practices of any third parties or the content of linked Web Applications. We encourage you to read the applicable privacy policies and terms and conditions of such parties or Web Applications.

## Child Privacy

If you are under the age of 18, please do not use or access the Web Applications. It is not our intention to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18, and are asked to delete such information from our system, we will promptly do so.

## Consent to Transfer of Information from Outside of the Uganda

If you access the Web Applications from outside of the Uganda, information that we collect about you will be transferred to servers inside the Uganda and maintained indefinitely, which may involve the transfer of information out of your country of origin. By allowing us to collect information about you, you consent to such transfer and processing of your data.

We will not collect your personal information through the Web Applications unless you have provided it to us voluntarily or the collection is pursuant to the regulatory activities of the ISABIRYE FOUNDATION. In situations other than those listed in this Privacy Policy, you will be informed if your personal information will be disclosed to third parties and will have the opportunity to opt out of such disclosure, unless such disclosure to third parties is pursuant to the regulatory activities of the ISABIRYE FOUNDATION or is otherwise required by law.

## Governing Law

By choosing to visit our Web Applications or provide information to us, you agree that any dispute over privacy or the terms contained in this Privacy Policy will be governed by the laws of the Republic of Uganda. You also agree to abide by any limitation on damages contained in our Terms of Use, or other agreement that we have with you.

## Changes to this Privacy Policy

We may occasionally amend this Privacy Policy to reflect ISABIRYE FOUNDATION activities and user feedback and we reserve the right to make changes to this Privacy Policy at any time. If at any point we decide to use personal information in a manner that is materially different from that stated at the time it was collected, we will endeavour to notify you of such changes prior to implementing them by posting a revised Privacy Policy with a new “Last Updated” date, displaying the word “updated” next to the Privacy Policy link on each page of the Web Applications or otherwise. The use of your information is subject to the Privacy Policy and Terms of Use in effect at the time of use. The provisions contained in this Privacy Policy supersede all previous notices or policies regarding our privacy practices with respect to our Web Applications. Please check the “Last Updated” legend at the top of this page to see when this Privacy Policy was last revised. We encourage you to check frequently to see the current Privacy Policy to be informed of how the ISABIRYE FOUNDATION is committed to protecting your information and providing you with improved content on our Web Applications in order to enhance your experience.

## Contact

If you have any questions or complaints regarding our Privacy Policy or our Web Applications, please contact us at [info@Isabirye Foundationus.org](mailto:info@Isabirye Foundationus.org) or send a letter to:

P. O BOX 33930,KAMPALA GPO

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## Terms of Use

**Last Updated:** August 30, 2021

This Terms of Use Agreement (this "Agreement") is a legal agreement between you and the Isabirye Foundation ("ISABIRYE FOUNDATION," "us," "we," or "our") governing your use of our Web Applications: <https://Isabiryefoundation.org>, [https://rasr.Isabirye Foundationus.org](https://rasr.IsabiryeFoundationus.org),<https://payments.IsabiryeFoundationus.org>,and[https://bdpayments. Isabirye Foundationus.org](https://bdpayments.Isabirye Foundationus.org) (each a "Website" and collectively the "Web Applications"). By using or accessing a Website or downloading materials from a Website, you agree to be legally bound by this Agreement.

- [\*\*Updates to this Agreement\*\*](#)
- [\*\*Authorized Use\*\*](#)
- [\*\*Intellectual Property Rights\*\*](#)
- [\*\*User-Submitted Information\*\*](#)
- [\*\*Secure User Accounts\*\*](#)
- [\*\*Changes to the Web Applications\*\*](#)
- [\*\*Third-Party Content\*\*](#)
- [\*\*Links to Third-Party Web Applications\*\*](#)
- [\*\*Social Media Pages\*\*](#)
- [\*\*Notice of Copyright Infringement\*\*](#)
- [\*\*Other Policies and Terms\*\*](#)
- [\*\*Termination\*\*](#)
- [\*\*Child Privacy\*\*](#)
- [\*\*Disclaimer of Warranty\*\*](#)
- [\*\*Limitation of Liability\*\*](#)

- [Indemnity](#)
- [Consent to Communication](#)
- [Effect of Invalidity](#)
- [Waivers](#)
- [International Users](#)
- [Choice of Law](#)
- [Contact](#)

### Updates to this Agreement

We may revise or otherwise change or update this Agreement. Please check the "Last Updated" legend at the top of this page to see when this Agreement was last revised. Changes will become effective immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you. If you do not agree to this Agreement as modified, then you must discontinue your use of the Web Applications. Your continued use of Web applications will signify your continued agreement to this Agreement as it may be revised from time to time.

### Authorized Use

While using Web applications, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use Web applications for any fraudulent or unlawful purpose, and you may not take any action to interfere with Web applications or any other user's use of a Website. In addition, we expect users of the Web Applications to respect the rights and dignity of others. By way of example and not of limitation, you may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through Web applications any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or

otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;

- Reproduce, duplicate or copy any portion of Web applications, except as authorized by this Agreement;
- Sell, resell or otherwise exploit for any commercial purposes, the use of or access to a Web application or any portion thereof without the prior written consent of the ISABIRYE FOUNDATION;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Web application, or express or imply that we endorse any statement you make;
- Violate or attempt to violate the security of Web applications;
- Disseminate on a Website any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on a Website or to collect any information from a Website or any other user of a Website; or
- Assist or permit any persons in violating this Agreement or applicable statutes, orders, regulations, rules, and other laws governing the use of the Web Applications.

### Intellectual Property Rights

All content ("Content") available through the Web Applications is protected by copyrights, trademarks or other proprietary rights and laws. Except as set forth herein or otherwise agreed in writing by the ISABIRYE FOUNDATION or other rights owner(s), the use of any Content available on a Website is strictly prohibited.

The ISABIRYE FOUNDATION seeks to ensure that public accounting firms, issuers, investors and the general public have ready access to the rules and standards of the



ISABIRYE FOUNDATION, as well as to the forms, releases, orders, notices, guidance, reports, papers and similar materials that the ISABIRYE FOUNDATION disseminates to the public through the Web Applications ("ISABIRYE FOUNDATION Public Materials"). Subject to third-party copyright noted on the Web Applications, the ISABIRYE FOUNDATION therefore allows, and will not assert copyright infringement claims based solely on, the use, publication, display or distribution of all or any portion of such ISABIRYE FOUNDATION Public Materials.

You may use the ISABIRYE FOUNDATION Public Materials from the Web Applications explicitly made available by the ISABIRYE FOUNDATION for public use, provided that you (a) keep intact all copyright and other proprietary notices; (b) use the ISABIRYE FOUNDATION Public Materials pursuant to any associated licenses; (c) obtain consent of any applicable party with respect to third-party copyright, as necessary, (d) use appropriate attribution where feasible (e.g. "Source: Isabirye Foundation, [www.Isabirye Foundationus.org](http://www.IsabiryeFoundationus.org)); (e) make no modifications to the ISABIRYE FOUNDATION Public Materials; (f) do not make any additional representations or warranties relating to the ISABIRYE FOUNDATION Public Materials on behalf of the ISABIRYE FOUNDATION; and (g) do not use the ISABIRYE FOUNDATION Public Materials in any way that the ISABIRYE FOUNDATION deems inappropriate or inadvisable in its sole discretion.

Any rights not expressly granted herein are reserved.

#### User-Submitted Information

You are responsible for any Content you transmit through our Web Applications. You agree, represent and warrant that any Content you transmit through our Web Applications or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content. You shall not upload, post or otherwise make available on or through a Website any content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s) or the authority to do so. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary rights, or any other harm resulting from such a submission.

We do not want you to, and you should not, send any confidential or proprietary Content to us unless (a) transmitted pursuant to the ISABIRYE FOUNDATION's regulatory activities; (b) specifically requested by us; or (c) provided as tips/referrals/complaints, including those submitted through our [Tip & Referral Canter](#). Please note that any Content sent to the ISABIRYE FOUNDATION other than pursuant to (a)-(c) above will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information or bank account information related to payments made through the Web Applications, you grant to the ISABIRYE FOUNDATION (or warrant that the owner of such Content has expressly granted to the ISABIRYE FOUNDATION) a royalty-free, perpetual, irrevocable and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit, distribute or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, likeness and/or other biographical information in any and all media and/or communications. You also agree that the ISABIRYE FOUNDATION is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

### **Secure User Accounts**

Certain portions of our Web Applications are accessible only to users who have been granted access and given login credentials ("Secure Users"). If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to the ISABIRYE FOUNDATION.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to a Website by emailing us at [info@Isabirye Foundationus.org](mailto:info@IsabiryeFoundationus.org).

The ISABIRYE FOUNDATION reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Web Applications and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

### Changes to the Web Applications

We may make improvements and/or changes to the Web Applications, add or remove features, or terminate a Website at any time without notice. We (a) reserve the right (but have no obligation) to change the Content or other offerings on the Website, at any time without any notice or liability to you or any other person; and (b) do not warrant that information on the Web Applications is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

### Third-Party Content

Any information, statements, opinions or other Content provided by third parties and made available on our Web Applications are those of the respective author(s) and not the ISABIRYE FOUNDATION. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any information, statement, opinion or other Content on our Web Applications other than from an authorized ISABIRYE FOUNDATION representative acting in his or her official capacity. Under no circumstance will the ISABIRYE FOUNDATION be liable for any loss or damage caused, directly or indirectly, by your reliance on any such third-party Content.

### Links to Third-Party Web Applications

The ISABIRYE FOUNDATION may provide on the Web Applications, solely as a convenience to users, links to Web Applications operated by third parties. If you use these links, you will leave our Web Applications. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The ISABIRYE FOUNDATION does

not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked Web Applications or the information appearing thereon or any of the products or services described thereon. Links do not imply that the ISABIRYE FOUNDATION is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of the ISABIRYE FOUNDATION.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEB APPLICATIONS AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB APPLICATIONS AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEB APPLICATIONS AND RESOURCES.

#### [Social Media Pages](#)

The ISABIRYE FOUNDATION may maintain a presence on social media Web Applications, including Facebook, YouTube, LinkedIn and Twitter (collectively, "Social Media Pages"), to provide a place for the public to learn more about the ISABIRYE FOUNDATION and to share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of the ISABIRYE FOUNDATION. All visitors to our Social Media Pages must comply with the respective social media website's Terms of Use. We review some but not all postings to our Social Media Pages, and may remove postings that we determine are inappropriate or offensive.

#### [Notice of Copyright Infringement](#)

If you believe that any Content on Web application infringes upon any copyright which you own or control, you may send a written notification, containing the information required, to our Designated Copyright Agent as set forth below.

Designated Copyright Agent: ISABIRYE FOUNDATION General Counsel

Email: [isabiryefz@gmail.com](mailto:isabiryefz@gmail.com)

If any user of the Web Applications is deemed to be a repeat copyright infringer, the ISABIRYE FOUNDATION will terminate such user's license to use the Web Applications.

### Other Policies and Terms

This Agreement applies exclusively to your access to and use of the Web Applications and does not alter in any way the terms or conditions of any other agreement or regulatory obligation you may have with the ISABIRYE FOUNDATION. Additional policies and terms may apply to use of all or portions of the Web Applications and are incorporated by reference into this Agreement. Please refer to and review all additional specific terms and conditions as applicable, including the ISABIRYE FOUNDATION's Privacy Policy, which describes how we collect and use information on and through the Web Applications.

### Termination

The Web Applications and this Agreement are in effect until terminated by the ISABIRYE FOUNDATION. In addition to any right or remedy that may be available to the ISABIRYE FOUNDATION under applicable law, and subject to regulatory requirements, the ISABIRYE FOUNDATION may suspend, limit or terminate all or a portion of your access to the Web Applications or any of their features at any time with or without notice and with or without cause, including without limitation, if the ISABIRYE FOUNDATION believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement concerning authorized use, intellectual property rights, user-submitted information, disclaimer of warranty, limitation of liability and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

You agree that if your use of the Web Applications is terminated pursuant to this Agreement, you will not attempt to use a Website under any name, real or assumed. You further agree that if you violate this restriction after your use of the Web Applications is terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

## Child Privacy

If you are under the age of 18, please do not use or access the Web Applications. It is not our intention to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18 and are asked to delete such information from our system, we will promptly do so.

## Disclaimer of Warranty

THE ISABIRYE FOUNDATION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEB APPLICATIONS OR ANY OTHER WEB APPLICATIONS LINKED TO OR FROM THE WEB APPLICATIONS. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEB APPLICATIONS IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEB APPLICATIONS IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE ISABIRYE FOUNDATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## Limitation of Liability

THE ISABIRYE FOUNDATION AND EACH OF ITS BOARD MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEB APPLICATIONS, THE WEB APPLICATIONS' CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. THE RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

THE RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASEES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

### Indemnity

You agree to indemnify and hold harmless the ISABIRYE FOUNDATION and its Board members, directors, officers, employees, agents and contractors from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Web Applications; or (c) unsolicited information you provide to the ISABIRYE FOUNDATION through the Web Applications.

### Consent to Communication

If you provide us with a telephone number or email address, you expressly agree that we, or our authorized agents, can use that number or email address to contact you.

When you use the Web Applications or send emails to the ISABIRYE FOUNDATION, you are communicating with the ISABIRYE FOUNDATION electronically. You consent to receive electronically any communications related to your use of the Web Applications. We may communicate with you by email or by posting notices on the Web Applications. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from the ISABIRYE FOUNDATION intended for receipt by a user in connection with the Web Applications shall be deemed delivered and effective when sent to the email address provided by the user on or through the Web Applications.

## Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of this Agreement shall remain effective.

## Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

## International Users

The Web Applications are controlled, operated and administered by the ISABIRYE FOUNDATION (or its licensees) from its offices within the Uganda and are not intended to subject the ISABIRYE FOUNDATION to the laws or jurisdiction of any state, country or territory other than that of the Uganda. THE ISABIRYE FOUNDATION DOES NOT REPRESENT OR WARRANT THAT THE WEB APPLICATIONS OR ANY PART THEREOF ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UGANDA. Those who choose to access the Web Applications do so on their own initiative and at their own risk, and are responsible for complying with all statutes, orders, regulations, rules and other laws of applicable jurisdictions.

## Choice of Law

You agree that any dispute in connection with the Web Applications, this Agreement or the Privacy Policy will be governed by the laws of Uganda. You also consent to the adjudication of any disputes arising in connection with the Web Applications in the courts of law of Uganda.

## Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Web Applications, please contact us via email at: [isabiryefz@gmail.com](mailto:isabiryefz@gmail.com).



