# INSTITUTE OF HEAVY EQUIPMENT AND TECHNOLOGY



# Terms and Conditions

## www.ihet.ac.tz

#### **Contact:**

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#### **IHET Terms and Conditions**

#### Effective Date: 05th October, 2024.

Welcome to the Institute of Heavy Equipment and Technology (IHET) website. By accessing and using our website, you agree to comply with the following terms and conditions. These Terms and Conditions govern your use of our website, including any content, features, and services offered. If you do not agree to these terms, you should discontinue use of our site.

#### 1.0 Acceptance of Terms

By accessing or using the IHET website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. IHET reserves the right to modify these terms at any time without prior notice. Your continued use of the website constitutes acceptance of any updates or modifications.

#### 2.0 Use of Website

The IHET website is intended for personal and educational use only. You agree to use the website for lawful purposes and in compliance with all applicable laws and regulations.

#### **Prohibited Activities:**

- i. Uploading or transmitting any malicious code, viruses, or harmful content.
- ii. Using the website to engage in unlawful activities or promote illegal content.
- iii. Collecting or harvesting personal data from other users without their consent.
- iv. Accessing or attempting to access restricted areas of the website without authorization.
- v. Using automated systems (such as robots or scripts) to collect information or interact with the website.

IHET reserves the right to suspend or terminate your access to the website if you engage in any of the above activities or violate these Terms and Conditions.

#### 3.0 Intellectual Property

All content on the IHET website, including text, images, graphics, logos, videos, and other materials, is the property of IHET or its licensors and is protected by intellectual property laws. You may not reproduce, distribute, modify, or display any content from the website without prior written permission from IHET.

#### Permitted Use:

i. You may download, view, and print content from the website for personal, non-commercial use, provided you retain all copyright and proprietary notices.

Any unauthorized use of the content on the IHET website may violate copyright, trademark, and other laws and is strictly prohibited.

## 4.0 User-Generated Content

The IHET website may allow users to submit comments, feedback, or other content (collectively referred to as "User-Generated Content").

By submitting User-Generated Content, you:

- i. Grant IHET a non-exclusive, royalty-free, worldwide license to use, display, modify, and distribute the content for any purpose related to the website or IHET's mission.
- ii. Warrant that you own the rights to the content and that it does not infringe on any third-party intellectual property rights or violate any laws.

IHET reserves the right to review, edit, or remove any User-Generated Content at its discretion, especially if it violates these Terms and Conditions or is deemed inappropriate.

## 5.0 Privacy

Your use of the IHET website is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using the website, you consent to the collection and use of your data as described in the Privacy Policy.

#### 6.0 External Links

The IHET website may contain links to third-party websites for your convenience or informational purposes. IHET is not responsible for the content or practices of these third-party websites, and inclusion of any external links does not imply endorsement by IHET. You acknowledge that your use of third-party websites is governed by the terms and policies of those websites.

# 7.0 Disclaimer of Warranties

The IHET website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to:

- i. Fitness for a particular purpose.
- ii. Non-infringement.
- iii. Accuracy or completeness of information.

IHET does not guarantee that the website will be uninterrupted, error-free, or free of viruses or other harmful components. While we strive to provide accurate and timely information, IHET makes no representations regarding the completeness, accuracy, or reliability of any content on the website.

# 8.0 Limitation of Liability

To the fullest extent permitted by law, IHET shall not be liable for any damages, losses, or liabilities arising from:

- i. Your use or inability to use the website.
- ii. Errors, inaccuracies, or omissions in the website's content.
- iii. Unauthorized access to or alterations of your data or transmissions.
- iv. Any third-party content or links available on the website.

This limitation of liability applies to all claims, whether based on warranty, contract, tort, or any other legal theory, even if IHET has been advised of the possibility of such damages.

## 9.0 Indemnification

You agree to indemnify, defend, and hold IHET and its employees, officers, affiliates, and partners harmless from and against any claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising from:

- i. Your use of the website.
- ii. Any violation of these Terms and Conditions.
- iii. Your submission of User-Generated Content or any infringement of thirdparty rights.

## 10.0 Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Tanzania, without regard to its conflict of law provisions. Any disputes arising from or relating to these terms shall be resolved exclusively in the courts located in Jurisdiction.

#### **11.0 Changes to Terms and Conditions**

IHET reserves the right to modify or update these Terms and Conditions at any time. Any changes will be posted on this page, and the effective date will be updated. We encourage you to review these terms periodically to stay informed about your rights and responsibilities.

#### **12.0** Termination

IHET may, in its sole discretion, terminate or suspend your access to all or part of the website for any reason, including, without limitation, any violation of these Terms and Conditions. Upon termination, all provisions of these terms that by their nature should survive termination shall continue to remain in effect, including intellectual property rights, disclaimers of warranties, and limitations of liability.

#### 13.0 Contact Us

If you have any questions, concerns, or requests regarding these Terms and Conditions, please contact us at:

Legal Office, IHET

*IHET* | *Terms and Conditions – www.ihet.ac.tz* 

Email: principal@ihet.ac.tz Phone: +255754300200 Address: Bagamoyo Road, KLT Building 8<sup>th</sup> floor, Kijitonyama, Dar es Salaam, Tanzania.

By using the IHET website, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

For and on behalf of the IHET directorate

Alland

Director 05<sup>th</sup> October, 2024.