

COVID-19 SCREENING PLATFORM TERMS AND CONDITIONS (“TERMS”)

This document details the terms and conditions agreed upon in the use of this service. It includes necessary definitions, scope, confirmation on the use of data, security, payment and other general terms and conditions. These terms made herein below constitute acknowledgment and consent by You, and as such, You must read this document carefully as failure to do so does not absolve You of claiming lack of knowledge of the agreed upon terms.

DEFINITIONS

- “Applicable Law” means the laws and regulations of the Federal Republic of Nigeria, if applicable and to the extent according to its international private law as well as all applicable international treaties and regulations.
- “Authorities” means the competent and legally empowered authorities involved in immigration and airport control in the country.
- “Controller” means a personal, or statutory body, which either alone, jointly with other persons or in common with other persons, or another statutory body, determines the purposes for and the manner in which personal data is processed or is to be processed. For the purposes of this terms and conditions, identified Controllers are the NCDC and the Port Health Services of the Nigerian Federal Ministry of Health, alongside others as may become necessary.
- “COVID-19” means the Coronavirus Disease 2019.
- “NCDC” means the Nigeria Centre for Disease Control, Nigeria’s public health institute, a Federal agency which is governed by the laws of the Federal Republic of Nigeria.
- “NDPR” is the Nigeria Data Protection Regulation 2019, the principal data protection legislation applicable under the laws of the Federal Republic of Nigeria. The NDPR also applies to businesses established in other jurisdictions where such business undertakes transactions that involve the processing of personal data of natural persons residing in Nigeria, or outside of Nigeria, but of Nigerian descent. As with all legislation and legal instruments, the NDPR can be amended periodically and these terms will be updated to reflect any and all changes.
- “Personal Data” means any personally identifiable information, content, or data that includes, but is not limited to, identification data, medical data, medical results, travel history etc.
- “Processing” means any operation which is performed on personal data by automated means, such as collection, recording, organising, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- “The Country” means the Federal Republic of Nigeria.
- “The Platform” means the Nigeria International Passenger Travel Portal, the website or application through which the services are made available, controlled, managed and maintained.
- “Third Party” means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.
- “Test” means the RT-PCR screening and tests required to check if any traveller is, or is not, infected with COVID-19.
- “Testing Facility” means the designated laboratories, operated by the NCDC and within its COVID-19 network, from which travellers may choose from to undergo COVID-19 testing.
- “Traveller”, “Passenger”, “Data Subject” or “You” means any individuals intending to travel into the country.

GENERAL TERMS AND CONDITIONS

- By accessing and/or using the Platform, You agree to comply with these Terms and agree to conform to any posted guidelines, procedures and, where applicable, follow-up actions. These terms may be changed or updated periodically by the NCDC at its discretion.
- Any rights, legal responsibilities and liabilities You have against the NCDC are excluded or limited.
- In connection with such content uploaded, posted on, transmitted through, or linked from the Platform, You affirm, acknowledge, represent and covenant that:
 - by You posting your Personal Data or any other data to any area of Platform You agree to and do hereby grant to NCDC, and any other government authorities or relevant bodies, all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the content on the Platform for any purpose which contravenes these Terms. These rights are perpetual and cannot be revoked.
 - NCDC reserves the right to decide if any content is appropriate and comply with these Terms.
 - NCDC does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and may at its sole discretion, remove any content/data without prior notice.

SCOPE AND NATURE OF THE SERVICE

- This Platform will provide travellers with a list of accredited Testing Facilities with which to carry out a COVID-19 Test prior to entering the country, in line with government regulations. By agreeing to this form, You are entering into a legally binding contractual relationship with the NCDC for the purposes of testing and subsequent actions after the result is obtained.
- The Platform will provide travellers with a list of airlines that are permitted to fly into the country, as well as countries whose nationals have been cleared to travel into the country.
- NCDC has been designated as the government agency to accredit and provide Testing Facilities for travellers intending to travel to, and upon their arrival in, Nigeria.
- Within one week, as guided by regulations concerning testing prior to arrival in the country, the traveller may apply to conduct a Test through this Platform and visit the Testing Facility for sample collection.
- NCDC will store the required information provided by the traveller and share it with the Testing Facility to conduct the Test for COVID-19, and share the Test results with the traveller once the results are released by the Testing Facility in accordance to the Testing Facility turnaround time.
- Once the Test result is released by the Testing Facility and uploaded on the Platform, the authorities will be automatically notified of the Test result.
- NCDC will be following high standards of confidentiality and security, as directed by the NDPR 2019, regarding travellers shared personal data. However, NCDC will share personal data, as required, with the Testing Facility to conduct the Test and share its result with necessary authorities and other local governmental authorities where the sample is collected in accordance with regulations concerning international travel into Nigeria.
- For travellers originating from European Union countries or otherwise being protected by GDPR (European Union Regulation 2016/679 on personal data protection), the NCDC will similarly follow GDPR standards to personal data.
- For travellers leaving the Country, personal data and Test results will be shared with Port Health Services of the Federal Ministry of Health.
- NCDC will store the personal data and Test results for subsequent verification and clarification as required. For the avoidance of doubt, personal data and Test results will be stored in the NCDC database and shared only with other relevant government authorities where the sample was collected as necessary.

- The Platform will act as intermediary between You and the Testing Facility by transmitting the relevant personal data of your reservation to undergo testing.
- NCDC does not provide any guarantees or obligations if any complications arise while doing registration, conducting the Test and/or physically visiting the Testing Facility.
- By uploading your personal data on the Platform, You acknowledge You have no objection and give consent to the collection and processing of your personal data as mentioned, as well as agree to get tested for COVID-19 in the Testing Facility chosen.
- The Platform is made available for personal and non-commercial use only. Therefore, You are not allowed to use, copy, monitor, display, alter, download or reproduce any content, information, software or services available on the Platform for any commercial or competitive activity or purpose.
- NCDC at its discretion might use the Personal Data to communicate with You for the purpose of completing the Personal Data to be uploaded in an acceptable manner to NCDC, relevant authorities and the Testing Facility. NCDC will also communicate if another government agency needs to reach out to You on the basis of personal data submitted on the Platform.
- Any additional services out the scope of this Terms shall be the discretion of the You and the Testing Facility.

PERSONAL DATA

- The Platform collects Personal Data provided only by yourself and You are solely responsible for the authentication and validity of such data.
- You are solely responsible for any Personal Data filled and processed through the Platform.
- You are solely responsible for any Personal Data filled and provided by yourself and for any consequences that may arise by uploading, posting, transmitting, linking or publishing it to any governmental authority if required or officially requested. More specifically, You are solely responsible for all content that You upload, or otherwise made available via the Platform.
- Any contradiction between Personal Data filled by yourself on the Platform and your original Personal Data presented at the Testing Facility might lead to failure in conducting the Test, and subsequent actions as determined by government regulations.
- By uploading your Personal Data to the Platform, You hereby authorise NCDC to use your Personal Data to conduct the Test, share the Personal Data with the Testing Facility, use the Personal Data in the manner and purpose herein mentioned.
- You have no objection sharing your Personal Data and the Test results with the Testing Facilities for conducting the Service, the Authorities in the Country and with the local authorities where the sample is collected.
- Pure Health will retain your Personal Data only for the period necessary to fulfill the purposes outlined in this Terms and Conditions.
- Pure Health will minimize the scope of Personal Data disclosure to the scope of the Service provision.
- Any Personal Data provided by You on the Platform will be stored for the duration of The Platform's use from its first upload date, where it will be automatically archived after the aforesaid period.

CONFIDENTIALITY AND SECURITY

- NCDC will comply with Section 2.1(d) of the NDPR requires that personal data should be secured against all foreseeable hazards and breaches such as theft, cyberattack, viral attack, dissemination, manipulations of any kind, damage by rain, fire or exposure to other natural elements.
- Your personal data will be stored on NCDC servers that have various types of technical and physical access controls, which may include encryption. Access to the server will be

highly monitored and restricted. We may also aggregate, pseudonymise or anonymise personal data to ensure that no personally identifiable information is communicated to third parties, unless there is a legitimate interest of such communication.

- Your personal data stored on our servers will be protected from unlawful and any accidental destruction, loss, amendment, unauthorised access or disclosure.
- Where permission is sought, and given, by You to give access to your personal data to any third party, You absolve NCDC of the liability for the actions and inactions of the data processing and control carried out by the third party in accordance to Section 2.4(b) of the NDPR.

PAYMENT

- Only online payments shall be received through The Platform to conduct the Test for COVID-19
- You shall receive payment receipt against your payment and without such receipt, a Test for COVID-19 cannot be processed.
- Once payment is received by NCDC, there will be no refund and You will be obliged to get the Test for COVID-19 conducted at the Testing Facility in exchange for your payment.
- Testing Facilities will not conduct the Test for COVID-19 unless the full fees amount has been collected.
- In connection with the online payment from the Platform, You affirm, acknowledge, represent, warrant and covenant that:
 - The Credit/Debit card details provided by You for benefiting from the Services on the Platform will be truthful, valid and accurate and You shall use the Credit/Debit card which is lawfully owned by You, i.e. in a Credit/Debit card transaction, You must use your own Credit/Debit card. The said information will not be utilised and shared by NCDC with any third parties unless required for fraud verifications or by law, regulation or court order. NCDC will not be liable for any Credit/Debit card fraud. The liability for use of a card fraudulently will be on You and the responsibility to prove otherwise shall be exclusively on You.
 - NCDC reserves the right to recover the cost of Service, collection charges and lawyers' fees from individuals using the Platform fraudulently; NCDC reserves the right to initiate legal proceedings against such individual for fraudulent use of the Platform and any other unlawful acts or acts or omissions in breach of these Terms and Conditions.
 - NCDC does not accept any liability arising from online payment until the amount is received into the designated bank account. For avoidance of doubt, NCDC is not liable for any dispute/claim arising from any online transaction including but not limited to payment rejection or hold and any other case/event where the payment is not received into the designated bank account.
- In the event of having to refund double payment or any similar circumstance, all refunds would be done in naira.

HYPERLINKS

- This Platform may link to sites not maintained, regulated or related to the NCDC. Hyperlink texts are provided as a service to users and are not sponsored by, or affiliated with, this platform and other services provided by the NCDC. NCDC does not review the sites hyperlinked and is not responsible for the content of any other site. These links are to be accessed at the user's own risk and You should take necessary measures to ascertain the validity and veracity of any information presented therein. Likewise, the NCDC does not have any culpability or responsibility for any statements, representations, warranties or policies on any of these sites.

CONDUCT

You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Platform or otherwise make available content that:

- violates any law or regulation of the Country.

- copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights.
- infringes any of the foregoing intellectual property rights of any third party.
- that is harmful, abusive, unlawful, threatening, harassing, blasphemous, obscene, pornographic, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever.
- harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis law of religion, gender, sexual orientation, race, ethnicity, tribe, age, or disability.
- includes personal or identifying information about any other party.
- is false, deceptive, misleading, deceitful, misinformative.
- advertises any illegal services or the sale of any items which is prohibited or restricted by the laws or regulations of the Country.
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource.
- attempts to gain unauthorized access to computer systems owned or controlled by the NCDC, partner government agencies and other relevant authorities.

INDEMNITY

- The rights or remedies You may have against the NCDC are limited or excluded; and You take on risk, responsibilities and liability of accessing and/or using the Platform.
- You indemnify, defend and hold NCDC harmless and any third party against liability and claims damages (whether direct, indirect or consequential), obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:
 - your violation of any provision of these Terms;
 - your violation of any third-party right, including without limitation any copyright, trademark, trade secret or other property, or privacy rights;
 - Any third-party claim that your content had caused damage to.
 - As prohibited by law, such defend, and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Platform.

LIMITATIONS OF LIABILITY

- In no event shall the NCDC be liable for any direct or indirect, incidental, consequential damage or special damages or losses of any nature whatsoever arising or resulting from any aspects of your access or use of the Platform, including without limitation whether the damages arise from use or misuse of the Platform.
- The NCDC liability is limited to keeping a safe transaction of Personal Data and to coordinate between You, the Testing Facility and the Country's concerned Authorities.
- You acknowledge and accept any risks arising from any delay in the Test results conducted and reported by the Testing Facility and hold NCDC harmless against any loss of whatsoever nature might result from such delay.
- While the Test is accepted globally as a gold standard for COVID-19 testing, You agree and acknowledge that given the nature of the laboratory testing, no test is 100% accurate and that there may be differences in results as reported by different laboratories. You hereby explicitly waive any rights to raise any claims against the NCDC or the Testing Facility conducting the Test based on the result of the Test, except in those instances where a wrong result can be demonstrated to be caused by gross negligence of wilful intent.

SEVERABILITY

- If a court of competent jurisdiction in the Country, determines that any provision of this Agreement is void, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect while the provisions that are determined to be void, illegal or unenforceable shall be limited to the extent permissible by law and to remain in effect for such extent.