

PLEASE READ THIS PUBLISHER AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE MAKING THE CONTENT (“YOUR CONTENT”) AVAILABLE TO PANACEA USERS VIA THE PANACEA PLATFORM

## **ELIGIBILITY**

In order to make Your Content available to Panacea, You must:

- (i) sign up for an account or authorise Panacea to create an account and Your profile page on Your behalf on the Panacea Platform (Your “Panacea Account”);
- (ii) be at least 18 years of age (or the age of majority in your state of residence if it is other than 18 or be entitled under legally recognized special circumstances) and, if You are making Your Content available to Panacea on behalf of an organization, You must be an authorized representative of such organisation with the authority to bind such organisation to these terms and agree to these terms on behalf of such organisation;
- (iii) send an email to [agreement@panacea.ng](mailto:agreement@panacea.ng) confirming Your acceptance of the terms in this Agreement and providing the details of the content to be imported and its source, as well as the method of import ; and
- (iv) Your Panacea Account must be active and in good standing. Panacea reserves the right to refuse participation to any applicant or participant at any time in its sole discretion.

## **INCORPORATION BY REFERENCE**

The following additional Panacea terms, policies, and guidelines are expressly incorporated herein and form a binding part of this Agreement as if reproduced fully herein:

Panacea Privacy Policy

Panacea General Terms of Use

Panacea API Terms of Service

## **CERTAIN RIGHTS OF PANACEA**

Panacea will solely control the Panacea Platform and all features and functionality thereof and will have the right to modify, change, or amend the same at all times, in its sole discretion. Panacea reserves the right to remove or delete any particular piece of Your Content from the Panacea Platform at any time, at its sole discretion, without cause and without notice to You before such action if the exigency so requires except that Panacea may notify you afterwards and all rights will automatically revert to you.

## **AUTHORISATION TO MAKE YOUR CONTENT AVAILABLE**

By fulfilling the eligibility requirements listed and described above, You grant Panacea permission to import Your Content and make it available on the Panacea Platform.

Subject to your full and timely compliance with all of the terms and conditions set out in this Agreement, Panacea will host and distribute Your Content, including electronic documents, on the Panacea Platform. Panacea will encrypt your content to prevent unauthorised copying and distribution but does not guarantee that there will be no such attempt by a User or any other party of Your Content and will not be liable for same.

## **GRANT OF LICENSE TO PANACEA IN YOUR CONTENT**

By making Your Content available via the Panacea Platform, in order to enable to publish and promote Your Content globally in a manner marketable and accessible to our subscribers and to keep Your Content competitive, Panacea is granted a worldwide licence to host, transfer, display, perform, reproduce, distribute, compress or convert for distribution, monetize, charge money for restrict access to download and otherwise utilize Your Content, in any media formats and through any media channels. Such licence will apply to any form, media, or technology now known or hereafter developed.

Whether Your Content is made available under the free access or paid access terms, You grant Panacea the right to restrict access to view or to download Your Content (for example, without limitation, to paying Users) and to charge Users for access to your content.

Subject to the terms and limitations set forth herein, you may terminate this grant of licence to Panacea as to any specific piece of Your Content by requesting that piece of Your Content to be removed from the Panacea Platform; provided, however, that it is understood and agreed that Panacea may retain a copy of any of Your Content as necessary to make it available to any other User who has paid for that access, and provided further that Panacea may, but is not required to, retain indefinitely a copy of any of Your Content for archival purposes.

Subject to the licences granted herein, You retain all of Your ownership rights in Your Content made available and owned or licensed by You.

#### **TERM AND TERMINATION.**

**Term.** The term of this Agreement will begin on the date You complete the eligibility requirements listed and described above and will continue until terminated in accordance with the provisions set forth in this Section (the “Term”).

**Termination.** Either party may terminate this Agreement by giving notice to the other of such intention. In case Panacea finds it difficult or impracticable to notify you before the termination, such shall be duly communicated as soon as possible afterwards in writing.

You may terminate this Agreement by providing Panacea with written notification of intended termination through electronic mail to [support@panacea.ng](mailto:support@panacea.ng). This Agreement will be deemed terminated by You fifteen (15) business days after Panacea’s receipt of such notification.

**Effect of Termination.** Upon termination of this Agreement, any provision which, by its nature or express terms, should survive will survive such termination or expiration.

**Retiring Your Content.** If You choose to have Your Content deleted from the Panacea Platform it will not be available to Users following the date of such deletion (the “Deletion Date”). Notwithstanding the foregoing or anything else to the contrary in this Agreement, Panacea may permit those Users that purchased Your Content prior to the Deletion Date to continue to have access to Your Content after the Deletion Date, and Panacea may continue

to reproduce, display, host, and otherwise use such Your Content as necessary to enable such access. Additionally, Users who have downloaded offline copies of Your Content (including, without limitation to, Panacea's Mobile Applications), may continue to access that content. However Panacea shall immediately discontinue such reproduction, hosting display, etc as soon as subscription for same expires.

## **YOUR REPRESENTATIONS AND WARRANTIES**

You are solely responsible for Your Content and the consequences of making it available on the Panacea Platform. By making Your Content available on Panacea Platform, You represent and warrant that:

- (i) all the information that You provide to Panacea under this Agreement is current and accurate;
- (ii) you are the creator and owner of or have the necessary licences, rights, consents, releases and permissions to use and to authorise Panacea and Panacea's Users to use Your Content in the manner permitted herein;
- (iii) Your Content does not and will not slander, defame, or libel any other party, violate any other party's privacy or publicity rights or trade secret rights, be obscene, or otherwise unlawful;
- (iv) you have not entered into any other agreement that is in conflict with the terms of this Agreement;
- (v) Your Content does not contain any viruses, adware, spyware, worms, or other malicious code;
- (vi) Your Content is free of any digital rights management, including any software designed to limit the number of times Your Content may be copied or played;
- (vii) if Your content has been previously published in any form which is subject of this agreement, that the rights granted herein have been reverted to them;

(viii) should your content be part of a series, Panacea has first option on the rest of the series, or on any titles in which the characters appear;

(ix) a change of title of your content does not invalidate this agreement.

(x) no claim has been asserted nor have any proceedings been instituted by any third party against You or Your predecessors in title for the infringement of intellectual property rights in Your Content.

#### **RELATIONSHIP OF THE PARTIES; REMEDIES CUMULATIVE**

The parties are independent contractors with respect to each other. This Agreement does not constitute and may not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party shall have any right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.

#### **PAYMENT**

Subject to the subscription plan or package used to rent a material/resource, premium content owners shall be entitled to royalty ranging between forty naira (N40) and seventy naira (N70) per rental which may however be reviewed from time to time depending on prevailing circumstances.

#### **REVIEW**

Notwithstanding that this agreement shall be binding on the parties, Panacea reserves the right to alter the terms as circumstances may warrant to suit peculiar content; Provided always that Panacea shall sufficiently inform you either by general notice published on its website or email or any other effective means, of any intended alteration”

## **ARBITRATION**

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use will be referred to and finally settled by private and confidential binding arbitration before two Arbitrators, one of whom shall be appointed by either party. The arbitration shall be held in Nigeria in English and governed by Nigeria law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time.

The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Nigeria. Notwithstanding the foregoing, Panacea reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the court.

## **LITIGATION**

If, at any time during the effective term of this Agreement, a claim shall arise by or against a third party for infringement or unfair competition as to any of the rights which are the subject of this Agreement, the parties may proceed jointly or separately to prosecute an action based on such claims. If the parties proceed jointly, the expenses (including legal fees) and recovery, if any, shall be shared equally by the parties. If the parties do not proceed jointly, each party shall have the right to proceed separately, and if so, such party shall bear the costs of litigation and shall own and retain any and all recovery resulting from such litigation in so far as such bothers on the rights to which such a party is originally wholly entitled to under the Agreement. Notwithstanding the foregoing, Panacea has no obligation to initiate litigation on such claims, and shall not be liable for any failure to do so.

Provided that if a judgment is obtained against Panacea for usurping rights still controlled by any other entity other than Panacea or the Author, the Author agrees to hold the Panacea harmless and to indemnify Panacea for damages and costs. If Panacea prevails against a suing party or resolves the matter by an out of court settlement, the Author will be liable to indemnify Panacea for defense and settlement cost.

## **SEVERABILITY**

If any portion of these terms or conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

## **FORCE MAJEURE**

The failure of Panacea to publish or republish any of your content shall not be deemed to be a violation of this Agreement or give rise to any right of termination or reversion or termed a dispute giving rise to arbitration if such failure is caused by restrictions of government agencies, labor disputes, or inability to obtain the materials necessary for its publication, or occurs for any other reason beyond the control of Panacea; and in the event of delay from any such cause, the publication date or reissue may be postponed accordingly.

## **NOTICE**

Notwithstanding anything to the foregoing, Panacea shall notify you of any alteration affecting your content or earning. Any notice herein mentioned shall be sufficient if sent by email.

**Please do not hesitate to contact our Support Team if you have any questions about the terms of this agreement.**

