

Nokofio Terms & Conditions

Our Terms and Conditions were last updated on December 2022

Please read these Terms and Conditions (“Terms or Agreement”) carefully before using the Nokofio platform (the “Service”) operated by Nokofio Platforms Ltd (“us”, “we”, or “our”). Respect for your privacy is of paramount importance to us.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users, visitors, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms, do not access or use the Service.

About The Service:

1. The Service

- Welcome to Nokofio, a platform that connects donors and supporters with causes and organizations that need support. Nokofio Platforms Ltd grants you a limited, non-exclusive non-substantial, non-transferable and fully revocable license to access, view and use the Service for your personal non-commercial use solely as provided by these Terms and as expressly permitted by the features and functionality of the Service, subject to your complete compliance with these terms and all applicable Additional Terms. The service may allow you to use, preview, select and access certain content. You may also choose to leave tips for content creators and other users on the Service. Tips are processed through third-party payment processors, and are subject to the terms and conditions of those processors. Such use may be limited to supported devices or by the number of simultaneous streams per account; by geographic region; by time window; by subscription level; or otherwise, and access will require your use of an approved device with sufficient connectivity).
- The Service and Content are protected by copyrights, trademarks, service marks, or other intellectual property rights that are owned by Nokofio or its licensors. Nokofio respects the intellectual property rights of others and requests that you do the same. Any unauthorized use of Content or any other aspect of the Service, or any portion thereof, will constitute a violation of copyright or other intellectual property rights, and Nokofio reserves the right to fully prosecute such violations and enforce its rights to the fullest extent of the law, including seeking both civil and criminal action.
- Except as expressly provided herein, Nokofio does not grant you any other express or implied right or license in or to the Service or Content and all rights, title, and interest that Nokofio has in the Service and Content are retained by Nokofio, including the right to modify, discontinue, or temporarily suspend any or all of the Service at any time, with or without notice.

- No aspect of the Service constitutes legal, financial, medical, or other categories of professional advice.

2. Registration Information

In order to use the Service, you must be 13 years of age or older, or have the permission of a parent or guardian. You are again required to register for our Services using accurate data. Provide your current registered mobile wallet number and Email address. Where this changes, you may not be able to access some of our Services. You agree to receive text (SMS) messages, pop-up notifications and phone calls (from us or our partners). You are responsible for keeping your device secure. You understand and agree that you are liable for any unauthorized use of your account.

3. Electronic Delivery

You agree to receive electronic communications SMS, Emails, Pop up notifications etc about the use of the Service.

4. Copyrights, Trademarks & Intellectual Property

Nokofio owns all proprietary rights as well as intellectual property rights to all URLs, materials, products, web content, mobile app design, images, text, tools and software that make up the Nokofio service. The technical procedures, processes, concepts and methods of operations are inherent within the Nokofio trade secret.

5. Privacy policy

- We receive and collect information when you use our Service. You acknowledge that we may retain a copy of your transactional information gathered through the use of the Service. We do not retain messages in the ordinary course of your use. Once messages are delivered, they are deleted from our servers. Your messages are however stored on your own device. Where a message is not delivered immediately, for example, if you are offline, we keep it on our servers for up to 15 days as we attempt to deliver it. After this period, it is deleted. We may collect, use, preserve and share your information in good faith if we believe, and only to the extent appropriate, that it is reasonably necessary to do so. Such instances include:
 - (a) In response to applicable law or regulations, government requests or a court order;
 - (b) to enforce our Terms and Conditions;
 - (c) investigate, prevent and address fraud and other illegal activity, security or technical issues;
 - (d) protect the rights of other uses etc.

- For example, we collect the phone number and email address used to register for the Service on the cloud. Contact information from your address book (phone number and email) may also be uploaded to our servers to enable us to identify other users of the service you may need to contact.

6. Data protection

- Data collected in the use of our Service is governed under the Data Protection Act 2012, Act 843.
- You may delete your account at any time. Deleting the App does not however affect the information other users may have, such as your contributions on the App.

7. Termination of Service

- We may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Violation of this Agreement in any manner automatically terminates the license granted to you herein and obligates you to cease all use of the Service and Content.
- All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

8. Subscriptions

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring basis.

9. Links to Other Websites

- Our Service may contain links to third-party websites or services that are not owned or controlled by Nokofio. The Service may also be dependent on application programming interfaces (APIs) from third-party websites, apps, content and other products and services. You may choose to use cloud services which are integrated with our services or process a transaction through a mobile network operator or bank.
- Nokofio has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Nokofio shall not be responsible or liable, directly or indirectly, for any damage or loss

caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

10. User Accounts

Account Creation

You may be required or permitted to create user accounts (each an "Account") to access or use certain aspects of the Service. If you open an Account or otherwise access the Service on behalf of a company, organization, or other entity (a "Business User"), then you represent and warrant that you have the authority to also bind the Business User to these Terms, and hereby do so, and both you and the Business User will be responsible for any breach of this Agreement. You acknowledge and agree that you have no ownership or other proprietary interest in any Account. You agree that all of the details you provide in connection with your Account are about yourself or an applicable Business User and not about another individual or entity (whether real or fictitious) and that such details will be maintained by you as correct, current, and complete.

11. Investigations, Suspensions, and Termination

You agree that Nokofio Platforms Ltd has the right, in our sole discretion, to investigate any actual or suspected violation of these Terms and to suspend or terminate your Account and refuse you access to your Account, the Service, or the Content (or any portion thereof) for any reason, including if Nokofio believes the information you provide is not correct, current, or complete, or that you have otherwise violated this Agreement or any applicable law. You agree that Nokofio may report your conduct, activity, or identity to law enforcement or other appropriate authorities, take appropriate legal action against you, respond to subpoenas or other requests for information regarding your Account or use of the Service, or otherwise take action to protect our rights and the rights of any third party.

BY ACCEPTING THESE TERMS, YOU WAIVE ANY CLAIMS RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN BY NOKOFIO DURING OR AS A RESULT OF THESE INVESTIGATIONS.

12. Account Security

You may not use anyone else's Account at any time and you may not allow anyone else to use your Account at any time. You are responsible for all activity occurring under your Account, including all activities or transactions conducted through the use of your Account. You are responsible for maintaining the confidentiality of your Account username, password and

agree not to disclose your username and password to anyone. You agree not to transfer, resell, or otherwise convey your Account or the right to use your Account to anyone. You agree that Nokofio will not be liable for any loss you may incur as a result of someone else using your Account, either with or without your knowledge. You also agree that any information you provide is offered at your own risk and that Nokofio cannot guarantee its protection from unauthorized access. If you have reason to believe that your Account is no longer secure, you must:

- (i) promptly change your password; and
- (ii) immediately notify us of the problem through our support contact page. Nokofio may require you to change your Account username and password.

13. Mobile Devices

Wireless Charges

You are solely responsible for all charges from your wireless provider including any data and messaging fees that you may incur if you use mobile devices to interact with the Service or to receive communications from Nokofio.

14. Code of Conduct

You agree that you will not use the Service to do anything that:

- constitutes or promotes illegal activity;
- is infringing, libelous, defamatory, abusing, harassing, or threatening;
- exploits or harms children, directly or indirectly;
- promotes any commercial activity, including promoting goods or services or soliciting donations, except as may be specifically authorized by applicable Additional Terms;
- is subject to confidentiality or non-disclosure obligations;
- disguises its source or origin, or misrepresents its author, by modifying metadata or other identifiers; or
- links to any third-party sites or services that would violate the standards contained in this list.
- In using the Service you also agree not to:
 - attempt to interfere with the operation of the Service in any way;
 - copy, reproduce, distribute, transfer, sell, license, publish, enter into a database, display, perform publicly, modify, create derivative works of, upload, edit, post, link to, frame, transmit, rent, lease, lend or sublicense, scrape, crawl, or in any way exploit any part of the Service (except: (a) as authorized herein; or (b) in the case of public search engines, which are granted a revocable right to crawl publicly accessible portions of the Service in compliance with instructions posted on applicable “robots.txt” files and

without circumventing any technical barriers, for the sole purpose of creating public searchable indexes, but not caches or archives);

- use any viruses, worms, bug exploits, or similar data-gathering and extraction tools on the Service, or frame any portion of the Service, or attempt to tamper, hack, corrupt, or impair the administration or security of the Service;
- assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any person or entity without Nokofio's prior written consent which may be withheld at Nokofio's sole discretion (and any such purported assignment, pledge or transfer without such prior written consent will be null and void);
- use any tools designed to compromise security or digital rights management technology (including password guessing programs, cracking tools, or network probing tools) in connection with the Service;
- use the Service for any commercial purposes, including sending “spam” or any malicious or disruptive communications;
- decompile, reverse engineer, disassemble, or otherwise reduce the code used in any Apps, other software, or digital rights management feature on the Service into a readable form to examine the construction of such software or to copy or create other products based (in whole or in part) on such software or any feature of the Service or piece of Content available on the Service; or
- intercept, record, or modify network communications transmitted between any Apps, software, or digital rights management features and Nokofio’s networks or systems.

15. Disclaimer of Warranties

Your use of the service is at your own risk. The service is provided "as is" and "as available" without warranties of any kind, either express or implied. To the fullest extent permissible under applicable law, Nokofio disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Nokofio does not warrant that the service will be available, uninterrupted, secure, or error-free, that defects will be corrected, or that the service or the servers that make the service available are free of viruses or other harmful components. Nokofio does not warrant or make any representations regarding the use or the results of the use of the service, information, software, content, or other materials available through the service or any website, app, platform, or service linked to the service, whether in terms of their correctness, accuracy, validity, propriety, reliability, legality, security, or otherwise. Nokofio makes no warranties that your use of the service, information, software, content, or other materials available through the service or any website, app, or service linked to from the service will not infringe the rights of others; and Nokofio assumes no liability or responsibility for errors or omissions in such services, information, software, content, or other materials available through the service or any other website, app, platform or service linked to the service. If the applicable law does not allow the exclusion of some or all of the above-implied warranties to

apply to you, the above exclusions will apply to you only to the extent permitted by applicable law.

16. Indemnity

You agree to indemnify and hold harmless Nokofio and its directors, officers, shareholders, parents, subsidiaries, affiliates, partners, agents, and licensors (collectively, the “Indemnified Parties”) from and against all losses, expenses, damages and costs, including reasonable legal fees and costs, resulting from:

- (i) your breach of any of the representations, warranties, and agreements made hereunder;
- (ii) your use of the Service;
- (iii) your placement or transmission of any User Content onto the Service;
- (iv) any use of your Account in violation of this Agreement or your failure to fulfill any obligations incurred through the use of your Account by you or a third party; or
- (v) your wilful misconduct.

You will cooperate fully as required by us in the defense or settlement of any Claim.

17. Dispute Resolution

Informal Resolution

If a dispute arises between you and Nokofio, you agree to first provide Nokofio with notice of your complaint via email to support@nokofio.me so that the parties may attempt to resolve the dispute informally within ninety (90) days from the date your complaint is received.

The Parties shall endeavor to settle all disputes and misunderstandings, which may arise in connection with this Agreement amicably.

18. Arbitration Resolution

Where amicable settlement of any dispute arising from this Agreement is impossible, the parties shall refer the dispute to arbitration under the auspices and rules of the Ghana Arbitration Centre by one or more arbitrators appointed in accordance with the rules of the Ghana Arbitration Centre and the Alternative Dispute Resolution Act, 2010 (Act 798). The decision by arbitration shall be final.

19. Applicable Law and Venue

Except as otherwise provided herein, these Terms will be governed by, construed, and enforced in accordance with the laws of the Republic of Ghana.

20. GENERAL TERMS

Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the first address listed on the signature page of this Agreement (if to Client) or to the Nokofio address on the Order Form (if to Nokofio).

21. Severability & Waiver

In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The Waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

22. Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise:

- (a) references to the plural include the singular, the singular the plural, and the part the whole;
- (b) “or” has the inclusive meaning frequently identified with the phrase “and/or;”
- (c) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation;” and
- (e) references to “hereunder,” “herein,” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation, or agreement, including this Agreement, will be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

23. Survival

Any provision herein which by its nature contemplates your continued observance following termination of this Agreement will survive termination of this Agreement.

24. Updates To Our Terms and Conditions

We reserve the right, at our sole discretion, to modify, update or replace these Terms and Conditions. You will receive notice of such amendments as appropriate, as much as possible, prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. Your continued use of our Services, as amended, confirms your acceptance of our Terms and Conditions. If you do not agree to our Terms and Conditions, as amended, you must stop using our Services. Please review our Terms and Conditions from time to time.

25. Entire Agreement

This agreement constitutes the complete agreement concerning the Application and services specified herein. This Agreement may not be modified or amended.

26. Customer support

You may provide us with information regarding your use of our Services. they may include information regarding the performance of our platform or other related issues.