HIGHTABLE TERMS OF USE

The use of this Platform (Website and Services) implies that the User has read and accepted our Terms of Use. If you disagree with any part hereof, do not access the Platform.

1. **About Us**:
HighTable Africa ("we", "us", or "our") is a tech solution platform that is a tech solution platform in the hospitality, tourism & entertainment ecosystem that bridges the gap between customers and hospitality businesses through artificial intelligence and immersive technologies.

We are an independent contractor for all purposes, providing this Webapp and our Services on an independent service provider basis. We do not have control or assume the liability or legality for the products or services that are paid for with our Service. We do not guarantee any User's identity.

HighTable owns a unique Application Programming Interface (API), that makes it easier for users to discover, visit, transact and review hospitality businesses like restaurants, hotels and clubs across Africa.

This Terms of Use is an Agreement between you and HighTable. It details HighTable's obligations to you. It also highlights certain risks on using the Services, and you must consider such risks carefully as you will be bound by the provision of this Agreement through your use of this Webapp or any of our Services.

2. **Privacy Notice**:
HighTable is committed to managing your Personal Information in line with global industry best practices. You can read our Privacy Notice to understand how we use your information and the steps we take to protect your information.

3. **Definitions**:
In this Agreement, the following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

"Agreement" means this Terms of Use between HighTable and the Partner.

"Partner" means licensed organisations hotels, restaurants, cafes, bars and clubs & other specific use cases who signed up to HighTable;

"API" means Application Programming Interface;

"Customers/Clients/User" means the customers of the Partner;

"Derivative Works" means any data, insights, compilation and/or any other Intellectual Property derived from the Customer's data by the API through the application of data science and analytics processes, pursuant to and in accordance with relevant Customer's consent;

"Trademark" means the trademarks registered in the name of HighTable and such other trademarks as are used by HighTable on or in relation to the API during the term of this Agreement.

4. **Registration**:

To integrate with the API and use HighTable, the Partner shall create an account ("Account") by registering with HighTable and providing true, accurate, and complete information about the Partner and its use of the API. A Partner shall be deemed by HighTable to have honestly represented its identity based on any information that it may provide for its Account.

To integrate with the API and use HighTable, the User shall create an account ("Account") by registering with HighTable and providing true, accurate, and complete information about the User and its use of the API. A Partner shall be deemed by HighTable to have honestly represented its identity based on any information that it may provide for its Account.

To register, you will provide us with certain information such as your email, first name, last name, business name and phone number, and we may seek to verify your information through third parties, after which we will approve your account unless deemed risky. You give us permission to do all these.

5. **Age Restriction**:

Our Webapp and Services are not directed to children under 18. We do not knowingly transact or provide any services to children under 18.

You are independently responsible for complying with all applicable laws related to your use of our Website and Services.

6. **Representations and Warranties**:

You represent and warrant to HighTable that:

- The information supplied to HighTable is true and accurate;
- You have full power and authority to enter into, execute, deliver and perform this Agreement;
- You are duly organised, authorised and in good standing under the laws of the Federal Republic of Nigeria or any state, region or country of your organisation and are duly authorised to do business in all other states, regions or countries in which your business operates;
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations;
- Any information you provide to us, both when you register and in the future, is and will be true, accurate, current and complete;
- You will keep all information up-to-date; and
- You accept and agree to these Terms.

7. **Third-Party Verification/Integration**:

You agree and understand:
- That HighTable shall provide certain wallet services such as airtime recharge, funds transfer, etc. through third party integrators and entities;
- That HighTable shall obtain your financial records during onboarding through third-party verification platforms for the purpose of fulfilling Know Your Customer (KYC) requirements as stipulated by regulatory authorities;

- That HighTable shall make use of third party verification platforms to complete its KYC requirements in any manner deemed necessary by HighTable;
- That the data received by HighTable shall only be used for the purpose for which it was collected;
- That the data received by HighTable for verification purposes is not stored or retained by HighTable, thus in the event of a data breach, HighTable shall bear no liability to you in this regard.
- By using HighTable, you agree that we may offer you access to products or services from third parties ("Third Party Products"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the product provider. HighTable is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not HighTable, are solely responsible for their own actions or inactions. HighTable is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.

8. **Change of Information**:
In the event that you change any information provided to us at registration including your business name, address, financial institution, mode of payments or the products and services that you offer, or where a corporate restructuring occurs, you agree to notify us **within 14 days** of such change. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us.

9. **Account Security**:
You agree not to allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, HighTable will not be liable to you for losses or damages. You will also take all reasonable steps to protect the security of the personal electronic device through which you access HighTable's Services (including, without limitation, using PIN and/or password protected personally configured device functionality to access HighTable's services and not sharing your device with other people). You are responsible for securely managing your password(s) for the Services and to contact HighTable if you become aware of any unauthorised access to your Account.

10. **Licence Grant**:
HighTable hereby grants to the Partner, including to all of the Partner Users, a non-exclusive, non-sublicensable, non-assignable and worldwide license to access and use the API solely for the Partner's internal and external business operations, according to HighTable's terms and conditions.

The Partner undertakes to pay the applicable charges, costs and expenses under this Agreement.

This licence grant includes all updates, upgrades, new versions and replacement software for you to use in connection with our Services.

The Services are protected by copyright, trademark, and other intellectual property laws of Nigeria and foreign countries. Nothing in this Agreement gives you a right to use the HighTable name or any of HighTable's trademarks, logos, domain names, and other distinctive brand features. All rights, titles and interest in and to the Services are and will remain the exclusive property of HighTable and its licensors.

If you do not comply with all the provisions, then you will be liable for all resulting damages suffered by you, HighTable and all third parties. Unless otherwise provided by applicable law, you agree:

- not to alter, re-design, sell, trade, reproduce, adapt, display, distribute, translate, disassemble, reverse engineer, or otherwise attempt to create any source code that is derived from the software;
- to provide access to or give any part of the Services to any unauthorised third party; and
- to make the Services available on any file-sharing or application hosting service.

Any feedback, comments, or suggestions you may provide to us about our Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit without any obligation to you.

11. Our Fees:

Our Services are subject to a service charge based on the applicable interest rate. HighTable will always disclose the specific service charge and repayment option. In the event of late payment, HighTable will charge you a late payment fee. The fee is fixed by HighTable and it may be revised from time.

Payments will be billed to you by HighTable in the applicable currency (plus any and all applicable taxes, including without limitation VAT, GST and any other statutory tax, will be added to each invoice issued at the current rate) as shown in the product ordering and subscription terms.

12. Collection:

You agree to allow HighTable to send you payment reminders from time to time. You also agree that payment reminders may take the form of any available communication.

13. Suspension:

HighTable reserves the right to withhold or refuse access to the API in whole or in part where it believes the API is being accessed or used in violation of this Agreement or any other agreement with HighTable and a Partner.

HighTable shall notify a Partner in writing within 48 (forty-eight) hours upon suspension or termination of access to the API. In addition, HighTable may immediately suspend or terminate access without notice if HighTable deems it expedient to do so or where such continued access amounts to a violation of any applicable law that exposes HighTable, its infrastructure, data, business goodwill or API to damage or disrepute.

14. API Deactivation:

The Partner's Account(s) shall be deactivated from the API upon a written notice by such Partner requesting that its Account be deactivated.

HighTable reserves the right to deactivate the Account if such a Partner has;

- Ceased using the Account for 12 (twelve) months;
- Provided false or inaccurate Know Your Customer (KYC) information or incomplete registration and failed to update the registration information within five days after the Partner has been notified of this; or
- Breached any obligation under this Agreement.

Where the Account has been deactivated, HighTable may still retain any information collected about such a Partner only for a period necessary to fulfil the purposes for such a period as required or permitted under applicable law.

The Account may be re-activated upon such terms as may be mutually agreed upon by both Parties.

15. Lawful Use:
When using the API, the Partner undertakes to abide by all applicable local, state, national, and international laws and regulations. The Partner assumes sole responsibility for ensuring that its use of the API is in compliance with all laws and regulations applicable in this regard.

16. Prohibited Use:
The Partner agrees not to assist or otherwise enable any Third Party to:

- Access or use the API for any unlawful, infringing, threatening, abusive, obscene, harassing, defamatory, deceptive, or fraudulent purpose;
- Collect and store end user's sensitive information other than as required to access or use the API, as consented by the customer, as permitted by HighTable, and as permitted under applicable law;
- Access or use the API or access, transmit, process Data in violation of any applicable data privacy laws or in any manner that would be a breach of contract or agreement with the applicable customer;
- Access or use the API to infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity;
- Access or use the API for any purpose other than for which it is provided by HighTable, including for competitive evaluation, spying, creating a substitute or similar service to any of the API, or other nefarious purposes;
- Scan or test (manually or in an automated system) the vulnerability of any HighTable's infrastructure without express prior written permission from HighTable;
- Breach, disable, interfere with, or otherwise circumvent any security or authentication measures or any other aspect of the API;
- Overload, flood, or spam any part of the API;
- Transfer, syndicate, resell, or otherwise distribute the API without express prior written permission from HighTable;
- Modify, translate, or otherwise create derivative works of any part of the API;
- Access or use the API or end-user Data in a manner that violates any applicable law, statute, or regulation.

17. Intellectual Property:
All Intellectual Property rights of each Party ("IP Owner") will remain the IP Owner's property exclusively or that of its licensors. The other Party ("IP User") shall not assert any claim to such Intellectual Property rights during the term of this Agreement, or after the termination of the Agreement, except as expressly provided in this Agreement.

The IP User shall respect the IP Owner's Intellectual Property rights and will not infringe on such rights. The IP Owner's Intellectual Property shall not be used by the IP User for purposes not contemplated under this Agreement or for any purpose not expressly agreed to in writing by the IP Owner.

The IP Owner may at its discretion agree to the display of its logo on the IP User's website, payment forms and any other marketing materials for the purposes of promoting and providing the services as contemplated under this Agreement to potential customers.

All intellectual property rights in or pertaining to the Trademarks and any promotional material, point-of-sale material, brochures, sales commercial training or other literature provided by either Party shall remain the property of the Party providing it, and the other Party shall acquire no rights in the same. Similarly, one party shall not be permitted to use the other Party's Intellectual property for any reason whatsoever without the prior written consent of the other Party, whose consent shall not be unreasonably withheld.

Ownership in Derivative Works shall vest solely in HighTable, and the Partner shall not exert any authority over the same. Upon the termination of this Agreement, the Partner shall destroy any such Derivative Works on its system and shall not use the Derivative Works for any other purpose outside the performance of its obligations under this Agreement;

The Partner agrees not to modify any Intellectual Property or other proprietary materials which belong to HighTable without HighTable's express written approval.

The Partner acknowledges and agrees that any feedback, suggestions, comments, improvements, and ideas (collectively "Improvements") to the API, as the Partner may provide to HighTable, may be incorporated into the said API and will be and remain the exclusive property of HighTable and may be used and exploited without limitation for any purposes which HighTable may deem fit, without obligation of any kind and without any obligation of confidentiality, attribution, accounting, compensation or other duty to account to the Partner.

18. Disclaimer:
We try to keep HighTable available at all times, bug-free and safe; however, you use it at your own risk.

Our Website and Services are provided "as is" without any express, implied and/or statutory warranties (including, but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights). Without limiting the generality of the foregoing, HighTable makes no warranty that our Website and Services will meet your requirements or that our Website will be uninterrupted, timely, secure, or error-free. No advice or information, whether oral or written, obtained by you through our Website or from HighTable, its parents, subsidiaries, or other affiliated companies, or its or their suppliers (or the respective officers, directors, employees, or agents of any such entities) (collectively, "HighTable parties") shall create any warranty.

19. Limitation of Liability:

In no event, including but not limited to negligence, HighTable or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") shall not be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or API or the content, materials and functions related thereto, Partner's provision of information via the Website or API, lost business or lost Users. In no event shall the Protected Entities be liable for:
    a.   any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website or API;

b. any unauthorized access to or alteration of your transmissions or data; or

c. any other matter relating to the Website or application.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Terms of Use or a Partner's use of the Website or the Services exceed the cost of the relevant Service.

YOU AGREE TO THE LIMITATION LIABILITY CLAUSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: HIGHTABLE WILL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET HIGHTABLE SYSTEMS REQUIREMENTS. HIGHTABLE SHALL ALSO NOT BE LIABLE TO ANY DAMAGES, INCLUDING DAMAGES RESULTING FROM REVENUE LOSS, PROFIT LOSS, USE, DATA, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER INTANGIBLE LOSSES (WHETHER HIGHTABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT) ARISING OUT OF HIGHTABLE'S WEBSITE OR SERVICES (INCLUDING, WITHOUT LIMITATION TO INABILITY TO USE OR ARISING FROM THE RESULT OF USE OF HIGHTABLE'S WEBSITE OR SERVICES) WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, TORT, CONTRACT, STATUTE OR ANY OTHER LEGAL THEORY.

20. Indemnity:
You agree to defend, indemnify, and hold HighTable, its officers, directors, employees, agents, licensors, and suppliers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

21. Exclusions:
Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any HighTable Party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty, and the extent of the HighTable Party's liability shall be the minimum permitted under such applicable law.

22. Applicable Law:
These Terms of Use shall be interpreted and governed by the laws currently in force in the Federal Republic of Nigeria.

23. Dispute Resolution:
All disputes arising from this Agreement shall be governed by and construed in accordance with Nigerian law.

Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity, contractual obligation or termination by the Parties, shall be settled through amicable informal and formal discussions between the Parties.

If any such dispute is not settled between the Parties within fourteen (14) business days, the Parties agree to submit such dispute to Mediation at the Lagos State Multi-Door Courthouse (LMDC) for resolution under the provisions of Lagos State Multi-Door Courthouse (LMDC) Law 2007.

In the event that such dispute is not resolved amicably within 1 (one) month, such dispute shall be resolved by the applicable court of competent jurisdiction. Parties agree that the defaulting party would be liable for litigation costs accruing to the contractual disputes.

24. Termination:
You may terminate this Agreement by closing your HighTable Account.

We may suspend your HighTable Account and your access to HighTable Services and any funds or terminate this Agreement, if:

- you do not comply with any of the provisions of this Agreement;
- we are required to do so by a Law;
- we are directed by a financial institution; or
- where a suspicious or fraudulent transaction occurs.

25. Severability:
If any portion of this Terms of Use 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 the Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

26. Updates, Modifications and Amendments:
We may need to update, modify or amend our Terms of Use, tools, utilities, improvements, third party applications, or general updates as our technology evolves. Therefore, we reserve the right to make changes to this Terms of Use at any time by giving notice to users on this page.

We advise that you check this page often, referring to the date of the last modification on the page. If a User objects to any of the changes to the Terms of Use, the User must cease using our Website and/or Services immediately.

27. Complaints:
If you have any complaints or reservations about us or any of the Services we provide, you may contact us via elizabeth@innov8it.io