

Chango Terms and Conditions

Last updated: October, 2020

Please read these Terms and Conditions ("Terms or Agreement") carefully before using the Chango Mobile Application (the "Service") operated by IT Consortium ("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:

The Service

IT Consortium 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. Such use may be limited to supported devices or by 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 ITC or its licensors. ITC 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 ITC 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, ITC does not grant you any other express or implied right or license in or to the Service or Content and all right, title, and interest that ITC has in the Service and Content are retained by ITC, 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 category of professional advice.

Registration Information

You are 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.

Electronic Delivery

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

Copyrights, Trademarks & Intellectual Property

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

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 users 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.

Data protection

Data collected in the use of our Service is governed in accordance with 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.

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.

Subscriptions

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

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by IT Consortium. 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.

IT Consortium has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that IT Consortium 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 use of or reliance on any such content, goods or services available on or through any such web sites or services.

User Accounts

Account Creation

You may be required or permitted to create user accounts (each an "Account") in order 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.

Investigations, Suspensions, and Termination

You agree that ITC 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 ITC 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 ITC 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 ITC DURING OR AS A RESULT OF THESE INVESTIGATIONS.

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 and 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 ITC 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 ITC 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. ITC may require you to change your Account username and password.

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 ITC.

Code of Conduct

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

- o constitutes or promotes illegal activity;
- o is infringing, libelous, defamatory, abusing, harassing, or threatening;
- o exploits or harms children, directly or indirectly;
- o promotes any commercial activity, including promoting goods or services or soliciting donations, except as may be specifically authorized by applicable Additional Terms;
- o is subject to confidentiality or non-disclosure obligations;
- o disguises its source or origin, or misrepresent its author, by modifying metadata or other identifiers; or
- o 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:

- o attempt to interfere with the operation of the Service in any way;
- o 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);

- o 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;
- o assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any person or entity without ITC's prior written consent which may be withheld at ITC's sole discretion (and any such purported assignment, pledge, or transfer without such prior written consent will be null and void);
- o 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;
- o use the Service for any commercial purposes, including sending "spam" or any malicious or disruptive communications;
- o 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 in order 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
- o intercept, record, or modify network communications transmitted between any Apps, software, or digital rights management features and ITC's networks or systems.

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 pursuant to applicable law, ITC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. ITC 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. ITC 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. ITC 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 ITC 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.

Limitation of Liability

ITC does not accept any liability for any loss or damage (direct, indirect, punitive, actual, consequential, incidental, special, exemplary, or otherwise) arising from your use or inability to use the service. In no event will ITC's aggregate liability to you in connection with the service or these terms exceed the greater of the amount (if any) paid by you to ITC in the six months immediately preceding the event giving rise to the claim or \$50. The exclusions and limitations in this section apply to all actions, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, regardless of the basis upon which liability is claimed and even if ITC has been advised of the possibility of such loss or damage. If the applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by the applicable law.

Indemnity

You agree to indemnify and hold harmless ITC 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 willful misconduct. You will cooperate fully as required by us in the defense or settlement of any Claim.

Dispute Resolution

Informal Resolution

If a dispute arises between you and ITC, you agree to first provide ITC with notice of your complaint via email to support@itconsortiumgh.com 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 endeavour to settle all disputes and misunderstandings, which may arise in connection with this Agreement amicably.

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.

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.

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 ITC address on the Order Form (if to ITC).

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.

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.

Survival

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

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. **Changes**

Entire Agreement

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

Customer support

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

Contact Us

If you have any questions about our Terms and Conditions, please contact us.

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