

Yetu'ga - Terms and Conditions

Welcome to Yetu'ga! These Terms and Conditions ("Terms") govern your access to and use of the Yetu'ga application (the "App") provided by Yetu'ga Technologies ("Yetu'ga," "we," "us," or "our"). By accessing or using the App, you ("you" or "User") agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the App.

1. Acceptance of Terms

By creating an account, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms constitute a legally binding agreement between you and Yetu'ga Technologies.

2. Description of the App

Yetu'ga is an online platform designed to help users meet new people and spend time together based on shared interests, location, and profile information. The App allows users to create profiles, connect with other users, suggest activities, and communicate within the App.

3. User Accounts

- **Eligibility:** You must be at least the age of legal majority in your jurisdiction to create an account and use the App. By creating an account, you represent and warrant that you meet this requirement.
- **Account Creation:** To use the App, you may need to create an account. You agree to provide accurate, current, and complete information during the registration process and to update your information to keep it accurate, current, and complete.⁴
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify Yetu'ga immediately of any unauthorized access to or use of your account.
- **Account Termination:** Yetu'ga reserves the right to suspend or terminate your account at any time, with or without cause and without notice. You may also terminate your account at any time.

4. User Conduct

You agree to use the App in a respectful and lawful manner. You are solely responsible for your interactions with other users and for any content you post, transmit, or otherwise make available through the App. You agree not to:

- Use the App for any illegal or unauthorized purpose.
- Harass, threaten, or defame other users.
- Post or transmit any content that is abusive, obscene, discriminatory, or otherwise objectionable.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Collect or solicit personal information from other users without their consent.
- Interfere with or disrupt the operation of the App or the servers or networks used to make the App available.
- Engage in any activity that could damage, disable, overburden, or impair the App.
- Violate any applicable laws or regulations.

5. Content and Intellectual Property

- **User Content:** You retain ownership of the content you post on the App. However, by posting content, you grant Yetu'ga a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in connection with the App and Yetu'ga's business.
- **Yetu'ga Content:** The App and its original content, features, and functionality (including but not limited to text, graphics, logos, icons, images, audio clips, video clips, and software) are and will remain the exclusive property of Yetu'ga Technologies and its licensors. They are protected by copyright, trademark, and other laws. You may not use Yetu'ga's trademarks, logos, domain names, or other distinctive brand features without our explicit written consent.

6. Third-Party Links and Services

The App may contain links to third-party websites or services that are not owned or controlled by Yetu'ga. Yetu'ga has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services.¹⁴

You acknowledge and agree that Yetu'ga 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 third-party websites or services.

7. Disclaimer of Warranties

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YETU'GA DOES NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YETU'GA TECHNOLOGIES, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF YETU'GA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL YETU'GA'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE APP EXCEED THE AMOUNT YOU PAID TO YETU'GA, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00), WHICHEVER IS GREATER.

9. Indemnification

You agree to indemnify, defend, and hold harmless Yetu'ga Technologies and its affiliates, directors, officers, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your access to or use of the App, your User Content, your conduct in connection with the App, your breach of these Terms, or your violation of any rights of another party.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the country of residence you reside in, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the App shall be subject to the exclusive jurisdiction of the courts located in your country of residence. You hereby consent to the personal jurisdiction of such courts.

11. Changes to These Terms

Yetu'ga reserves the right to modify or update these Terms at any time. We will provide notice of any material changes, such as by posting the updated Terms on the App or by sending you an email. Your continued use of the App after the effective date of any changes constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically for any changes.

12. Entire Agreement

These Terms constitute the entire agreement between you and Yetu'ga Technologies regarding your access to and use of the App and supersede all prior or contemporaneous communications and proposals, whether oral or written.

13. Contact Us

If you have any questions about these Terms, please contact us at:

Yetu'ga Technologies

Email - yetugaoffice@gmail.com

Address - ORDA Bldg 15th Floor Office No. B54