

Terms of Service

Last Updated on September 30th, 2024.

These Terms of Service (which, together with the Business Terms below are the “Terms”) are effective immediately for users accessing or using the Service without an Account or those registering Accounts on or after September 30th 2024 and will become effective October 15th 2024 for users with pre-existing Accounts. To review the previous terms, please click.

PLEASE NOTE: THESE TERMS INCLUDE DISPUTE RESOLUTION PROVISIONS (SEE SECTION 13) THAT, WITH LIMITED EXCEPTIONS, REQUIRE THAT (1) CLAIMS YOU BRING AGAINST JAFI.AI BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND (2) YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING.

These Terms govern your access to and use of our products and services, including those offered through our websites, events, communications (e.g., emails, phone calls, and texts) and mobile applications (collectively, the “Service”). By accessing or using the Service, you are agreeing to these Terms, which form a legally binding contract with: (i) JAFI.AI LTD. a Nigerian Limited Corporation with its headquarters in Abuja, Federal Capital Territory “JAFI.AI” means JAFI.AI Ltd. Do not access or use the Service if you are unwilling or unable to be bound by the Terms. For more information about our policies and instructions relating to the Service.

1. DEFINITIONS

- A. **Parties.** “You” and “your” refer to you, as a user of the Service. A “user” is someone who accesses or in any way uses the Service.
“We,” “us,” and “our” refer to JAFI.AI and its subsidiaries.
- B. **Content.** “Content” means text, images, photos, audio, video, and all other forms of data or communication. “Your Content” means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, photos, videos, compliments, invitations, check-ins, votes, friending and following activity, direct messages, and information that you contribute to your user profile or suggest for a business page. “User Content” means Content that users submit or transmit to, though, or in connection with the Service. “JAFI.AI Content” means Content that we create and make available in connection with the Service. “Third Party Content” means Content that originates from parties other than JAFI.AI or its users, which is made available in connection with the Service. “Service Content” means all of the Content that is made available in connection with the Service, including Your Content, User Content, JAFI.AI Content, and Third Party Content.
- C. **Sites and Accounts.** “Consumer Site” means JAFI.AI consumer website (www.JAFI.AI.com and related domains) and mobile applications. “Consumer Account” means the account you create to access or use the Consumer Site. “Business Account” means the account you create to access or use the JAFI.AI for Business Owners website (biz.JAFI.AI.com and related domains) and mobile applications. “Account” means any Consumer Account or Business Account.

2. CHANGES TO THE TERMS

JAFI.AI may modify the Terms from time to time. The most current version of the Terms will be located. You understand and agree that your access to or use of the Service is governed by the Terms effective at the time of your access to or use of the Service. If we make material changes to these Terms, we will notify you by email, by posting notice on the Service, and/or by other method prior to the effective

date of the changes. We will also indicate at the top of this page the date that such changes were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. **You understand and agree that your continued access to or use of the Service after the effective date of changes to the Terms represents your acceptance of such changes.**

3. **TRANSLATION**

we may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with JAFI.AI, and any inconsistencies among the different versions will be resolved in favour of the English version available.

4. **USING THE SERVICE**

- A. **Eligibility.** To access or use the Service, you must have the requisite power and authority to enter into these Terms. You may not access or use the Service if you are a competitor of JAFI.AI or if we have previously banned you from the Service or closed your Account.
- B. **Permission to Use the Service.** We grant you permission to use the Service subject to these Terms. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, and incomplete, fails to provide adequate warning about potential risks or hazards, or is otherwise inappropriate.
- C. **Service Availability.** The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.
- D. **Accounts.** You must create an Account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your Account password. You are also responsible for all activities that occur in connection with your Account. You agree to notify us immediately of any unauthorized use of your Account. We reserve the right to close your Account at any time for any or no reason.

Your Consumer Account is for your personal, non-commercial use only, and you may not create or use a Consumer Account for anyone other than yourself. We ask that you provide complete and accurate information about yourself when creating an Account in order to bolster your credibility as a contributor to the Service. You may not impersonate someone else, provide an email address other than your own, create multiple Accounts, or transfer your Consumer Account to another person without JAFI.AI prior approval.

- E. **Communications from JAFI.AI and Others.** By accessing or using the Service, you consent to receive communications from other users and JAFI.AI through the Service, or through any other means such as emails, push notifications, text messages (including SMS and MMS), and phone calls. These communications may promote JAFI.AI or businesses listed on JAFI.AI, and may be initiated by JAFI.AI, businesses listed on JAFI.AI, or other users. You further understand that communications may be sent using an automatic telephone dialling system, and that you may be charged by your phone carrier for certain communications such as SMS messages or phone calls. You agree to notify us immediately if the phone number(s) you have provided to us have been changed or disconnected. Please note that any communications, including phone calls, with JAFI.AI or made through the Service may be monitored and recorded for quality purposes.

You can opt-out of certain communications.

5. **CONTENT**

- A. **Responsibility for Your Content.** You alone are responsible for Your Content, and once posted to JAFI.AI, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by JAFI.AI. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation; or violates these Terms.
- B. **Our Right to Use Your Content.** We may use Your Content in a number of different ways, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sub licensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against JAFI.AI and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "**use**" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyse, commercialize, and prepare derivative works of Your Content.
- C. **Ownership.** As between you and JAFI.AI, you own Your Content. We own the JAFI.AI Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation (including, but not limited to, our selection, coordination, aggregation, and arrangement of User Content and other Service Content), computer code, products, software, aggregate star ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the JAFI.AI Content and the Service, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. As such, you may not sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the JAFI.AI Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the JAFI.AI Content are retained by us.
- D. **Advertising.** JAFI.AI and its licensees may publicly display advertisements, paid content, and other information nearby or in association with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

- E. **Other.** User Content (including any that may have been created by users employed or contracted by JAFI.AI) does not necessarily reflect the opinion of JAFI.AI. Except as required by law, we have no obligation to retain or provide you with copies of Your Content, and we do not guarantee any confidentiality with respect to Your Content. Except in accordance with JAFI.AI Verified License program, JAFI.AI does not attempt to verify any licenses a local business or its representatives may have, and consumers should inquire about any such licenses with the business directly. Businesses whose licenses have been verified by JAFI.AI will have a “Verified License” badge displayed on their JAFI.AI business page.
- F. **Content Moderation.** Except as required by law, we reserve the right to screen, remove, edit, or reinstate User Content at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe that it violates our content guideline.
- G. JAFI.AI content moderation, appeals, and complaint handling processes, consistent with the Digital Services Act.

6. **BOOKING AND TRANSACTING**

- A. **Generally.** You can access features through the Service that allow you to book or transact online with local businesses, such as making Hotel, restaurant or spa reservations, ordering food delivery, or scheduling appointments. These features may be provided by JAFI.AI third-party partners, including through frames or similar formats, and their use may be governed by different or additional terms presented to you as part of the booking or transaction process. Please note that such third-party partners and/or the transacting local businesses themselves are responsible for fulfilling such bookings and transactions.
- B. **Payments and Cancellations.** You may be required to provide your credit card information to confirm a booking, and will be charged any applicable fees, including cancellation or no-show fees in accordance with the transacting local business’s cancellation policy provided at the time of booking. You agree that JAFI.AI may facilitate any such payments and charges on behalf of the transacting local business.
- C. **Coupons.** Any coupons that JAFI.AI might issue for use in connection with the Service are non-transferable (unless required by law), not redeemable for cash or any other consideration, and automatically expire thirty (30) days after the issue date unless otherwise specified. If your Account is terminated you will not be able to use any unexpired and unused coupons, and any such coupons will automatically terminate and cannot be redeemed unless required by law.

7. **REPRESENTATIONS AND WARRANTIES**

JAFI.AI are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

- A. You represent and warrant that:
 - i. You have read and understood our content guideline.
 - ii. You have read and understood our Privacy Policy. If you use the Service outside of the Nigeria, you consent to having your personal data transferred to and processed in the Nigeria; and
 - iii. Prior to attending any event listed on the Service, you have read and agree to our Terms and Conditions.
- B. You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Service to:

- i. Violate our Terms, including the Content Guidelines and Event Terms and Conditions;
- ii. Post any fake or defamatory review, trade reviews with others, or compensate someone or be compensated to post, refrain from posting, or remove a review;
- iii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iv. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- v. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account in accordance with the Business Terms;
- vi. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results, review Recommendation Software (as defined in the Business Terms below), or any third party website;
- vii. Solicit personal information from minors, or submit or transmit pornography;
- viii. Violate any applicable law;
- ix. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized by JAFI.AI;
- x. Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, copy, scrape, or index any portion of the Service or any Service Content, except as expressly permitted by JAFI.AI (for example, as described at www.JAFI.AI.com/robots.txt);
- xi. Reverse engineer any portion of the Service, unless applicable law prohibits this restriction, in which case you agree to provide us with 30 days' prior written notice.
- xii. Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- xiii. Record, process, or mine information about users;
- xiv. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;
- xv. Reformat or frame any portion of the Service;
- xvi. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on JAFI.AI technology infrastructure or otherwise make excessive traffic demands of the Service;
- xvii. Attempt to gain unauthorized access to the Service, Accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- xviii. Use the Service or any Service Content to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature;
- xix. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;

- xx. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Service Content; or
- xxi. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Service Content, or features that enforce limitations on the use of the Service.

8. **ADDITIONAL POLICIES AND TERMS**

- A. **Copyright and Trademark Disputes.** You agree to follow our Terms and Conditions in notifying us about copyright and trademark disputes concerning User Content. You agree we may forward any notification sent pursuant to our Infringement Policy to the user who submitted the User Content at issue.
- B. **Additional Terms.** Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines that we may post on or link to from the Service (the “**Additional Terms**”). All such Additional Terms are hereby incorporated by reference into, and made a part of, these Terms. If you have a Business Account, the Business Terms provided below apply to you.

9. **SUGGESTIONS AND IMPROVEMENTS**

By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, (iv) we have no obligation to review, consider, or implement the Feedback, or to return to you all or part of the Feedback, and (v) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sub licensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against JAFI.AI and its users any claims and assertions of any moral rights contained in such Feedback.

10. **THIRD PARTY CONTENT AND SERVICES**

- A. The Service may host Third Party Content, or include links to other websites or applications (each, a “**Third Party Service**”). We do not control or endorse any Third Party Content or Third Party Service. You agree that we are not responsible for the availability, accuracy, or content of any such Third Party Content or Third Party Service. Your use of and reliance on any Third Party Content or Third Party Service is at your own risk.
Some of the services made available through the Service and Third Party Services may be subject to additional third party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies, including without limitation the ones posted. It is your responsibility to familiarize yourself with any such applicable third party terms.

11. **INDEMNITY**

You agree to indemnify, defend, and hold harmless JAFI.AI, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, the “**JAFI.AI Entities**”) from and against any and all third party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys’ fees and court costs) arising out of or relating to: (i) your access to or use of the Service, including Your Content, (ii) your violation of the Terms, (iii) your breach of your representations and warranties provided under these Terms, (iv) any products or services purchased or obtained by you in connection with the Service, (v) your products or services, or the marketing or

provision thereof to end users, or (vi) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. JAFI.AI reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any such matter without the prior written consent of JAFI.AI. JAFI.AI will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE JAFI.AI ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- A. THE SERVICE AND SERVICE CONTENT ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE JAFI.AI ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD PARTY CONTENT. AS SUCH, YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. THE JAFI.AI ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICE, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR THE SERVICE CONTENT. ACCORDINGLY, THE JAFI.AI ENTITIES ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE’S INOPERABILITY, DEPLETION OF BATTERY POWER OR OTHER IMPAIRMENT OF DEVICES USED TO ACCESS THE SERVICE, SERVICE UNAVAILABILITY, SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT OR OMISSION OF CONTENT, ORDER, AND DISPLAY), METRICS OR OTHER CONTENT FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SERVICE.
- B. THE JAFI.AI ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SERVICE OR THAT OFFER GOODS OR SERVICES THROUGH THE SERVICE, OR THE SERVICE’S USERS. ACCORDINGLY, THE JAFI.AI ENTITIES ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM ANY SUCH THIRD PARTY’S ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SERVICE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.
- C. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY

OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

- D. THE JAFI.AI ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE JAFI.AI ENTITIES IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- E. THE JAFI.AI ENTITIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE JAFI.AI ENTITIES WILL NOT BE LIABLE FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS OR REVENUE, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, (v) LOSS OF INFORMATION OR DATA; OR (vi) LIABILITY WITH RESPECT TO A CONSUMER ALERT POSTED ON ANY JAFI.AI BUSINESS PAGES FOR YOUR BUSINESS. THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 12 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. CHOICE OF LAW, BINDING ARBITRATION, AND DISPUTE RESOLUTION

- A. If you are a resident of Nigeria:
 - i. **Choice of Law, Jurisdiction and Venue.** These Terms are to be governed by and interpreted under Nigerian Law, without regard to its conflict of law principles. Both you and JAFI.AI agree that all disputes that are not subject to mandatory arbitration as described in these Terms shall be resolved exclusively in state and federal courts located within Abuja and you consent to the personal jurisdiction of, and venue in, these courts for the purpose of litigating any such disputes.
 - ii. **Mutual Arbitration Agreement.** You and JAFI.AI agree to the arbitration and dispute resolution terms in this Section (Section 13) (the "Arbitration Agreement"). We encourage you to carefully read these important terms, which include a requirement that claims arising out of or relating to the Terms of Service, or your use of the JAFI.AI Service, shall be brought individually and not on a class wide basis, and shall be subject to binding arbitration. You and JAFI.AI agree to arbitrate all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, the Terms of Service, or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, except as otherwise provided in Section 13(A) (iii).
This Arbitration Agreement supersedes any prior Arbitration Agreement entered by the parties and is applicable to unfiled claims that arose, were asserted, or involve facts occurring before or after the existence of this Arbitration Agreement as well as to claims that may arise after the termination of these Terms.
 - iii. **Claims Not Subject to Arbitration.** You and JAFI.AI each retain the rights to: (i) have any claims resolved in small claims court on an individual basis within the scope of such court's jurisdiction; (ii) have any claim, controversy, or cause of action arising from any act in furtherance of a person's right of petition or free speech under the Nigeria Constitution or the resolved in state or federal court; and (iii) bring an action in state or federal court to protect intellectual property rights (like patents, copyrights,

moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights).

- iv. **Arbitration Rules and Forum.** This Arbitration Agreement evidences a transaction involving interstate commerce and, notwithstanding the provision above with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA") will govern the interpretation and enforcement of this Arbitration Agreement. If, for whatever reason, the FAA is inapplicable, the state law governing arbitration agreements in the state in which you reside shall apply. The arbitration will be conducted by National Arbitration and Mediation ("NAM"), an established alternative dispute resolution provider. The party seeking to arbitrate must forward their arbitration demand to the other party and file their arbitration demand with NAM. Disputes shall be subject to NAM's most current version of the Comprehensive Arbitration Rules and Procedures, available at namadr.com/resources/rules-fees-forms, including the Supplemental Rules for Mass Arbitration Filings ("NAM Rules"). NAM's rules are also available at www.namadr.com. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum. The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules, unless you qualify for a fee waiver under applicable law. If after exhausting any potentially available fee waivers, the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, JAFI.AI will pay as much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith. You and JAFI.AI agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees. The parties further agree that NAM has discretion to reduce the amount or modify the timing of any administrative, filing, or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in Section 13(A)(ix)) provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement. The parties may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitrator(s) or the NAM Administrator (if a decision is needed prior to the appointment of the Arbitrator(s)) shall determine the actual location of the hearing. If you are initiating arbitration, a copy of the demand shall also be emailed to namarb@JAFI.AI.com. If you are a JAFI.AI account holder, any demand filed by you initiating arbitration must include the primary email address associated with your JAFI.AI account, as well as any profile associated with that Account that is controlled by you.
- v. **Arbitration Demand Must Contain Sufficient Information.** Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based, and must include proof that the claimant is party to this Arbitration Agreement and to these Terms of

Service. The arbitrator and/or NAM may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper, including for any claim filed on behalf of a claimant who is not a party to this Arbitration Agreement or to these Terms of Service.

- vi. **Class Arbitration and Collective Relief Waiver.** YOU AND JAFI.AI ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS OTHERWISE PROVIDED IN SECTION 13(A)(ix): ANY ARBITRATION MUST BE RESOLVED ON AN INDIVIDUAL BASIS IN OUR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A CLASS OR COLLECTIVE ACTION. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOUR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF AND ONLY IF JAFI.AI PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.
- vii. **Jury Trial Waiver.** YOU AND JAFI.AI EXPRESSLY WAIVE THE RIGHT TO TRIAL BY A JURY.
- viii. **Arbitrator's Authority.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable and whether a claim is subject to arbitration. Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. Damages and/or other relief must be consistent with the terms of the "Disclaimer and Limitations of Liability" section of these Terms as to the types and the amounts of damages or other relief for which a party may be held liable. The arbitrator may order the imposition of sanctions against one or more Parties, which may include, but are not limited to, assessment of arbitration fees and costs, attorneys' fees, and/or any other costs resulting from the sanctionable conduct. Any judgment on the award(s) rendered by the arbitrator may be entered in any court of competent jurisdiction.
- ix. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, in the event 25 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against JAFI.AI within a 90 day period (a "Mass

Filing”), the parties agree to: (1) administer the Mass Filing in batches of up to 10 claims per batch (plus, to the extent there are less than 10 claims left over after the batching described above, a final batch consisting of the remaining claims), regardless of whether any such claims are originally processed as individual arbitrations; (2) the appointment of one arbitrator for each batch, provided that each individual claimant shall retain the opportunity to object to the appointed arbitrator in accordance with NAM Rules and applicable law; (3) accept applicable fees, including any related fee reduction determined by NAM in its discretion; (4) the resolution of each batch as a single consolidated arbitration with one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, provided that the parties agree to cooperate in good faith to establish a process to address individual issues; (5) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by JAFI.AI and the claimants, shall only be due after your demand for arbitration is included in a batch proceeding and that batch is properly designated for filing, processing, and adjudication; and (6) make good faith efforts to resolve each batch of demands within 180-days, failing which any of the claimants or JAFI.AI may cease arbitration and file in a court of competent jurisdiction (“Batch Arbitration”).

You agree to cooperate in good faith with JAFI.AI and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. To the extent the parties disagree on the utilization of Batch Arbitration or as to the process or procedure for batching, the arbitration provider may appoint a sole procedural arbitrator to determine the applicability and implementation of the Batch Arbitration process, in accordance with the arbitration provider’s rules. This provision shall in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly described in this provision. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

- x. **Mediation Following First Batch Arbitration in a Mass Filing.** The results of the first batch of demands in the Batch Arbitration will be given to a NAM mediator. The NAM mediator will be selected from a group of 5 mediators initially proposed by NAM, with JAFI.AI and the remaining claimants’ counsel each being able to strike one mediator and then rank the remaining mediators. NAM will appoint the highest collectively ranked mediator. The selected mediator will seek to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, JAFI.AI, the remaining claimants and their counsel, and the mediator will have 90 days (the “Mediation Period”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either JAFI.AI or any remaining

claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days after the close of the Mediation Period. If neither JAFI.AI nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

- xi. **Changes.** JAFI.AI will provide thirty (30) days' notice of any material changes to this "Binding Arbitration, Disputes, and Choice of Law" section. Any such changes will go into effect 30 days after JAFI.AI provides notice and will apply to all claims not yet filed regardless of when such claims may have accrued. If JAFI.AI changes this "Binding Arbitration, Disputes, and Choice of Law" section after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Service 30 days after such change will be deemed acceptance of those changes.
- xii. You agree that any subpoena, third-party discovery request, or other third-party process directed to JAFI.AI must issue from, or be domesticated by, the state or federal courts located within Abuja Federal Capital Territory and you agree to submit to the jurisdiction of each of these courts for any related proceedings.

14. TERMINATION

- A. You may terminate the Terms at any time by closing your Account, discontinuing any access to or use of the Service, and providing JAFI.AI with a notice of termination.
- B. We may close your Account, suspend your ability to use certain portions of the Service, terminate any license or permission granted to you hereunder, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your Account, the Service, Your Content, Service Content, or any other related information.
- C. In the event of any termination of these Terms, whether by you or us, Sections 1, 3, 5, 7–15 of the Terms of Service will continue in full force and effect.

15. GENERAL TERMS

- A. We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. Except as otherwise stated in Section 10 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- C. The Terms contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- D. Any failure on JAFI.AI part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Terms may not be waived, except pursuant to a writing executed by JAFI.AI.
- E. If any provision of the Terms is found to be unenforceable or invalid by an arbitrator or court of competent jurisdiction, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent

necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

- F. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub licensable by you except with JAFI.AI prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.
- G. You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and JAFI.AI as a result of these Terms or your use of the Service.
- H. The section titles in the Terms are for convenience only and have no legal or contractual effect.

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ADDITIONAL TERMS FOR BUSINESS ACCOUNTS

Last Updated on September 30, 2024.

The following terms ("**Business Terms**"), in addition to the above, govern your access to and use of your Business Account. In the event of any conflict between these Business Terms and the Terms of Service, the Business Terms apply. If you have purchased products or services from JAFI.AI on behalf of your business (e.g., advertising or business tools), the terms of that purchase apply in the event of any conflict with these Business Terms. Capitalized words used but not defined in these Business Terms have the meanings described in the Terms of Service. By creating, accessing, or using your Business Account, you are agreeing to these Business Terms and concluding a legally binding contract with JAFI.AI. You are not authorized to create, access, or use a Business Account if you do not agree to these Business Terms.

PLEASE READ THESE BUSINESS TERMS CAREFULLY AS THEY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

In the event of any termination of these Business Terms, whether by you or us, these Business Terms in their entirety will continue in full force and effect.

1. REQUIREMENTS, REPRESENTATIONS AND WARRANTIES

A. In order to access or use the Services, you agree that:

- i. you have the authority to act on behalf of the business or businesses associated with or claimed through your Business Account and bind any such business (including any corresponding business entity) to the Business Terms (such business or businesses, your "**Business**");
- ii. your access to or use of the Business Site will only be in your capacity as an authorized representative of your Business;
- iii. you will not use the Consumer Site for business activities, including but not limited to flagging reviews or messaging people who have reviewed your Business;
- iv. your Business complies with applicable laws and does not offer, advertise, sell, or lease illegal products and/or services;
- v. you grant JAFI.AI a non-transferable, non-exclusive, royalty-free limited license to display your public website on the Services, or allow for its display through frames or other framing technology;

- vi. you agree that we may contact you, including by phone or email, using the contact information you provide us, make publicly available, or that we have on record for your business, and that our communications (including phone calls) with you may be monitored and recorded for quality purposes;
 - vii. you understand that we may display health score information for your Business, and may place a Consumer Alert regarding that health score, on the business page for your Business;
 - viii. you understand and agree that we may share certain aggregate or otherwise DE identified information about your responses to Request a Quote leads with other Businesses, for example, the number of total Businesses responding to the lead and the speed of those responses;
 - ix. You understand and acknowledge that: (a) non-disparagement clauses in certain consumer contracts, such as clauses that seek to restrict or prohibit reviews (including provisions that penalize consumers for posting reviews) about your Business, are prohibited!
 - x. And you will not include such clauses in your consumer contracts; and (b) you may not attempt to enforce any non-disparagement or 'gag' clause against a consumer under any circumstances whether or not such clauses are barred under applicable law; and
 - xi. You understand and acknowledge that JAFI.AI, through its Consumer Alerts, may publicly notify consumers about any attempt to enforce any non-disparagement or 'gag' clause against a consumer under any circumstances.
- B. You represent and warrant that you will not, and will not authorize or induce any other party, to:
- i. offer incentives of any kind, such as discounts, freebies, refunds, gift cards, contest entries, offers, or deals in exchange for the posting of reviews of your Business, or to prevent or remove reviews, and you understand and acknowledge that JAFI.AI, through its Consumer Alerts, may publicly notify consumers about such incentives and other attempts to obtain, prevent, or remove reviews;
 - ii. solicit or ask for reviews from your customers;
 - iii. write reviews or vote on Content (e.g., voting user reviews as useful, funny, or cool) for your Business or your Business's competitors;
 - iv. pay or induce anyone to post, refrain from posting, or remove reviews, or otherwise attempt to circumvent JAFI.AI Recommendation Software (defined below) or fraud detection systems;
 - v. attempt to generate automated, fraudulent, or otherwise invalid ad impressions, inquiries, conversions, ad clicks, or other actions;
 - vi. use any automated means or form of scraping or data extraction to access, query or otherwise collect JAFI.AI data, content and/or reviews from the Consumer Site or the Business Site, except as expressly permitted by JAFI.AI (for example, as described at www.Jafi.ai.com/robots.txt);

- vii. use any JAFI.AI trademark or service mark in any manner without JAFI.AI prior written consent; or
 - viii. Misrepresent your identity or affiliation to anyone in connection with JAFI.AI.
- C. You understand and acknowledge that JAFI.AI allows consumers to post Content about your Business, including photos, ratings, and reviews. You understand and acknowledge that JAFI.AI employs automated software in an effort to showcase the most reliable and useful reviews while displaying other reviews less prominently ("**Recommendation Software**"). You understand and acknowledge that while JAFI.AI uses its Recommendation Software to identify potentially less helpful reviews, the Recommendation Software may sometimes suppress legitimate reviews or fail to detect illegitimate reviews. You understand and acknowledge that any purchase of advertising or other paid features from JAFI.AI will not influence the Recommendation Software or otherwise allow or enable You, directly or indirectly, to alter reviews or impact whether, where, or how reviews appear on JAFI.AI.

The following Sections 2 and 3 apply if you are a resident of Nigeria only:

2. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**
PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE JAFI.AI ENTITIES TO YOU. FOR CLARITY, THE BELOW APPLIES IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS OF LIABILITY DETAILED IN SECTION 12 OF THE TERMS.
- The federal Communications Decency Act limits the liability of interactive computer services, like JAFI.AI, for their role in publishing third-party Content, including consumer reviews. Additionally, anti-SLAPP laws, such as in Nigeria, may require you to pay JAFI.AI attorneys' fees if you attempt to impose such liability on JAFI.AI through legal proceedings.
3. **DISPUTE RESOLUTION AND CHOICE OF LAW**
FOR CLARITY, THIS SECTION GOVERNS ANY BUSINESS CLAIM BROUGHT BY YOU OR JAFI.AI. ANY CLAIM NOT SUBJECT TO THIS SECTION IS INSTEAD GOVERNED BY SECTION 13 OF THE TERMS.

This provision is subject to the Nigeria Arbitration Act. Except for Excluded Business Claims, any claim, controversy or cause of action arising out of or relating to:

- (a) these Terms, or the breach thereof; or (b) your access to or use of your Business Account and/or Business Site (each such controversy or claim, a "**Business Claim**"), shall be settled through final and binding Arbitration to be administered by National Arbitration and Mediation ("NAM") and governed by NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time such claim is filed. You agree that any Business Claim arises from a business transaction and shall not be governed by the NAM rules, forms, or fees applicable to consumer transactions. Any award of the arbitrator is final and binding. If you have a question about the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule, NAM's Commercial Dept. can be contacted at NAM's website at www.namadr.com.

The arbitrator will not have the power to commit errors of law, and the award may be vacated or corrected through judicial review by a court of competent jurisdiction under the Nigeria

(b) Arbitration Act for any such error.

“Excluded Business Claims” means any claim, controversy, or cause of action: (i) arising from any act in furtherance of a person’s right of petition or free speech under the Nigeria Constitution (ii) related to intellectual property (like patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); or (iii) arising from violations of Section 7 of the Terms of Service (Representations and Warranties) or Section 1 of the Business Terms (Requirements, Representations and Warranties). Business Claims shall be heard by a single arbitrator with exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable and whether a claim is subject to arbitration. Arbitrations will be held in Abuja Federal Capital Territory, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration shall be governed by the laws of Nigeria. The prevailing party shall be entitled to an award of reasonable attorneys’ fees. Any judgment on the award(s) rendered by the arbitrator may be entered in any court of competent jurisdiction.

NOTWITHSTANDING THE FOREGOING, FOR ANY BUSINESS CLAIM THAT IS NOT SUBJECT TO ARBITRATION, INCLUDING WITHOUT LIMITATION EXCLUDED BUSINESS CLAIMS, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN ABUJA, NIGERIA, WHICH IS THE PLACE OF PERFORMANCE OF THESE BUSINESS TERMS.

YOU AND JAFI.AI AGREE THAT EACH MAY BRING OR PARTICIPATE IN BUSINESS CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND JAFI.AI AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE BUSINESS CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A BUSINESS CLAIM IMPLICATES THIS SECTION, AND THIS SECTION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH BUSINESS CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

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