

Terms of Use

Introduction.

Thanks for choosing "Jiggylife", an online social platform. This is an agreement between "you", a "user" of Jiggylife, and Tech & Flex Private Limited, a company incorporated in Nigeria ("we", "us", "our"). We operate all features.

If you install, use, or access Jiggylife or any of its features, you have read and accepted these terms and conditions. You have also accepted the Jiggylife privacy policy, our community guidelines, and other terms which are available on the Jiggylife App, Jiggylife Website, and otherwise. Please make sure to read these documents. By using Jiggylife, you are entering into a binding contract(s) with us. Your contract with us includes the Terms and conditions and content policy, and Privacy Policy. If you don't agree with and accept the above, please do not use, install, or access Jiggylife or any of its features.

Account and Registration

If you are a Nigerian resident below the age of 16, you must be represented by a legal guardian to register for our Services. You represent and warrant that you will provide accurate and up-to-date information while creating an account with us and you agree to keep the information accurate at all times.

You shall be solely responsible (to us and to others) for the activity on your account and its consequences.

If at any time, if you fail to comply with the provision of these terms or if activities occur on your account which might cause damage to the Services or infringe or violate any third party rights or violate any laws or regulations, or for any other reason, we reserve the right to, at our discretion, disable your account and remove or disable any Content you upload or share.

You may delete your account by reaching out to support at the coordinates mentioned below.

Only persons who can form legally binding contracts under the law of their jurisdiction or those persons (such as minors) that are represented by persons (such as legal

guardians) who can form legally binding contracts under the law of their jurisdiction are permitted to use our Services.

1. You agree that:
You have the right, authority, and legal capacity to agree to these Terms and Conditions and Content Policy, Privacy Policy, and Community Guidelines on behalf of yourself;
2. You have read, understood, and agree to be bound by these Terms and Conditions and Content Policy, Privacy Policy, and Community Guidelines with respect to yourself and any minor in your care who has access to our Services.

Content posted by you

By posting any Content on or through our Services, you hereby grant us a non-exclusive, fully paid, and royalty-free, worldwide, limited license to display such Content as felt appropriate, in any media formats through any media channels, and delete such Content. We do not claim any ownership or modification or derivative rights in any Content or to the underlying works in the Content that you post on or through our Services.

You agree that your use of the Services does not grant you any right to any compensation or share in revenue or value.

To the extent it's necessary when you generate Content, you also grant us, our affiliates, and our business partners the unrestricted, worldwide, perpetual right and license to use your name, likeness, and voice. You will not be entitled to any compensation from us, our affiliates, or our business partners if your name, likeness, or voice is conveyed through the Services, either on the Jiggylife application or on one of our business partner's platforms.

You represent, warrant, and covenant, as applicable, that: (i) you own the Content posted by you on or through our Services or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of your Content on or through our Services does not violate the privacy rights, copyrights, contractual rights, intellectual property rights or any other rights of any person, and (iii) the posting of your Content does not result in a breach of contract between you and a third party (iv) Your actions on Jiggylife shall not be in violation of applicable law or regulation. We are not responsible for any Content posted by you or any consequences thereof.

You agree that you shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

1. belongs to another person and to which you do not have any right to;
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful inconsistent with or contrary to the laws in force in any manner whatever;
3. harms minors in any way;
4. infringes any patent, trademark, copyright, or other proprietary rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature or which is patently false or misleading in nature but may reasonably be perceived as a fact;
7. impersonates another person;
8. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer resource
9. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense, or is insulting any other nation;
10. intimidates or harasses another, or promotes sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
11. contains material that contains a threat of any kind, including threats of physical violence;
12. is slanderous or defamatory;
13. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person.

You acknowledge and agree that the Content uploaded is the sole responsibility of the user who has uploaded such Content and the views expressed are their own. Jiggylife is not responsible for the Content posted by you.

You shall be solely responsible for the Content posted, shared, modified, uploaded, transmitted, updated, and hosted by you.

You agree that the use of Jiggylife's services will conform to the Community Guidelines.

INTELLECTUAL PROPERTY

You are the owner of all of the content that you create and post on Jiggylife yourself. However, do not post any content that you are not entitled to share or post. Only upload videos and other content that you have created or that you have been authorized to use. Do not use any content in your posts or other uploads that you do not own the copyright to, such as music records or portions of videos created by anyone else. Do not post any content that you have copied or accessed from any other source including the internet, for which you have not obtained authorization to post. You are requested to respect the copyrights, trademarks, and other intellectual property rights of other persons. Your video(s) will be taken down without notice to you if we receive a complaint that you have infringed someone else's intellectual property rights.

THREATS, CYBER-BULLYING, HARASSMENT, AND HATE SPEECH

Never threaten or post any video or other content threatening any person or a group of persons. Threats of causing harm to any person or property are strictly prohibited. This includes threats of physical harm, theft, property damage, reputational damage, defamatory content, and threats of financial loss.

All forms of blackmail, harassment, intimidation, predatory behavior, stalking, violating the privacy of any person, or disclosing the private information of other persons are prohibited.

Do not post any content that promotes, incites, or condones violence, hatred, or discrimination against any person or groups of persons based on nationality, race, ethnicity, region, religion, caste, disability, deformity, age, sex, gender, sexual orientation, gender identity or political affiliation.

SELF-HARM, SUICIDE, AND DANGEROUS CONTENT

The welfare and wellbeing of all users of Jiggylife is our utmost priority and in furtherance of this, we are looking to create a safe environment for our users. Therefore we do not allow any content to be posted that depicts, glorifies, encourages, instructs, or promotes any form of self-harm or self-injury.

However, as an exception, any content that provides support, resources, and coping mechanisms for those struggling with thoughts of self-harm or suicide is permitted.

Do not post any content that encourages, promotes glorifies, or incentivizes persons to engage in any dangerous or risky activity that has an imminent risk of physical or mental injury.

VIOLENT AND GRAPHIC CONTENT

Do not post violent, gruesome, or graphic content that is chiefly intended to be shocking, sensational, or gratuitous and depicts violent or accidental deaths involving real people.

Such content (subject to some restrictions) may be posted for the limited purpose of raising awareness and/or promoting discussion about certain newsworthy events, as long as sufficient information is provided to warn persons of the violent or graphic nature of the content.

SEXUALLY EXPLICIT CONTENT AND SOLICITATION

Nudity or any content that displays any private parts of a person is not permitted on Jiggylife and further, we prohibit all pornographic and sexual content including digitally created content. Pornographic and sexual content includes content that depicts or is related to sexually explicit language, sexual fetishes, sexual arousal, and sexual activity including penetrative sex, non-penetrative sex, and oral sex.

All content that facilitates, promotes, or coordinates sexual encounters between persons is prohibited and sexually explicit language is prohibited.

All content that promotes glorifies or depicts any form of sexual violence or sexual exploitation or non-consensual sexual acts is prohibited.

SAFETY OF MINORS

We are committed to ensuring that Jiggylife is a safe and accessible platform and in pursuance of this, we are deeply committed to ensuring the safety of minors. All users must have attained at least 16 years of age.

All and any content, including content that is in a digital format, depicting nude or even partially nude minors or the private parts of minors are strictly prohibited.

Any content, including content that is in a digital format, that depicts a minor in a sexual context or in connection with any sexual activity including penetrative sex, non-penetrative sex, and oral sex, is strictly prohibited. All content that sexually objectifies minors is prohibited.

Any content, including content that is in a digital format, that portrays, promotes or glorifies the sexual exploitation of minors or pedophilia or violence against minors is prohibited.

Any and all activity related to the grooming of minors for the purposes of engaging in sexual abuse, sexual exploitation, or sex trafficking of such minors is strictly prohibited. Users are prohibited from posting any content that encourages, incentivizes, or blackmails a minor to transmit any content that is sexual in nature. All posts that involve or engage a minor in a sexually explicit conversation are prohibited.

All instances or suspected instances of sexual exploitation of minors shall be reported to the authorities.

UNLAWFUL ACTIVITIES, TERRORISTS, AND ORGANISED CRIME SYNDICATES

Do not post any content that is unlawful or which is prohibited under any national or local laws which apply to you. Do not use Jiggylife for any illegal activities or for the conduct of lawful activities in an unlawful manner.

All content that promotes glorifies or incites the commission of any unlawful activities or offenses is prohibited.

Terrorists are prohibited from using Jiggylife. Terrorists include non-state actors that use planned and deliberate violence or threats of violence against civilians, in the pursuit of any political, religious, racial, nationalist, or ideological objects.

All content that promotes supports or glorifies any terrorists or criminals or criminal and unlawful activities is prohibited.

DRUGS AND NARCOTICS

In order to ensure the safety of users, you shall not post any content that depicts, promotes, encourages, or glorifies the consumption, possession, manufacture, or trade of drugs, narcotics, and other controlled substances.

You shall not sell, offer for sale, trade or solicit any drugs, narcotics, or other controlled substances on Jiggylife.

SPAM, FRAUD, AND MISLEADING INFORMATION

We are committed to protecting the privacy and sensitive personal information of users. In order to foster a safe and authentic platform for the free expression and exchange of ideas of users, we prohibit all attempts to gather sensitive user information through Jiggylife and such attempts constitute an abuse of our platform and Services.

You shall not use Jiggylife to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, or other material that is malicious or harmful.

Do not make or accept any payments to or from any user on Jiggylife. Do not post any content that promotes any scam or fraud including phishing, Ponzi schemes, betting, and lotteries.

Do not engage in spamming, and do not artificially increase or collect likes, shares, comments, or followers. Do not repeatedly message or contact users without their consent. Making or accepting payments whether in money or otherwise in exchange for views, likes, shares, comments, or followers is prohibited.

Do not operate multiple Jiggylife accounts under false pretenses, fabricate fake activity, or circulate commercial spam.

While you need not use your real name on Jiggylife as your username, you are required to provide us with accurate and up-to-date information at the time of registering with Jiggylife.

Any misinformation that could be harmful to the community at large is prohibited and in particular, do not post any misinformation that:

- is defamatory in nature
- may incite fear, hate, or prejudice against a person or a group of persons
- pertains to medical treatments, health conditions, or the health of individuals
- is related to any scams, frauds, hoaxes, or phishing attempts
- pertains to local or national elections or other such processes

IMPERSONATION

Do not impersonate another person or organization and do not post any content on Jiggylife by using someone else's name, details, images, logos, trademarks, tradenames, or brand names. Do not create any accounts for the purpose of misleading others.

However, parody accounts, fan accounts, and other accounts that do not mislead other users of Jiggylife are permitted.

PRIVACY AND PERSONAL INFORMATION

Do not post or threaten to post any content revealing any personally identifiable information of any person including but not limited to a person's mobile number, landline, e-mail address, residential address, place of work or employment, bank details, social security number, PAN Number, or passport number.

Do not post or threaten to post any content revealing any personally identifiable information of any person including but not limited to a person's mobile number, landline, e-mail address, residential address, place of work or employment, bank details, social security number, PAN Number, or passport number.

Do not post and do not threaten to post any videos or images of any person without their consent.

THREATS TO JIGGYLIFE SECURITY

All activity and content that undermines the security of Jiggylife are prohibited.

You are prohibited from circulating or distributing any files on Jiggylife that contain viruses, trojans, malware, ransomware, or other materials that are malicious or harmful.

Do not attempt to hack the Jiggylife website, applications, software, servers, or associated networks or circumvent its measures to restrict user access.

Do not attempt to make unauthorized copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables, or documentation (or any portion thereof) or

determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services.

If you violate these Guidelines, we may in our sole discretion take any suitable action against you, which may include the removal of the offending content from Jiggylife, termination of your Jiggylife account, deactivation of your Jiggylife account, and/or notification to the concerned authorities.

You agree that in case of non-compliance with applicable laws, with these terms and conditions, with the Jiggylife Privacy Policy, or with our Community Guidelines, we have the right to terminate your access or usage rights to Jiggylife immediately and remove non-compliant content from Jiggylife. You hereby agree that you will never use Jiggylife in violation of any applicable law.

If any violation of these Terms is brought to our actual knowledge by an affected person, we shall act within thirty-six hours and where applicable, work with the user or owner of such information to delete/disable such information/Content that is in contravention of these Terms. We will not intimate you if any of the Content posted by you is taken down / deleted or your account is disabled pursuant to the above. We will preserve such information and associated records for at least one hundred and eighty days for investigation purposes. Please contact the grievance officer whose details are provided in the last section of these Terms, in case of any violation or grievances.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content on these third-party sites/applications.

Children's Privacy

These Services are not for any child under the age of 16. In case we discover that a child under 16 has provided us with personal information, we will immediately delete this information from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact the grievance officer whose details are provided in the last section of these Terms.

Devices and Software

You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Device Storage Permission

You provide us storage permission (Read and write) by which we are able to upload your content to our server and display it to users. You confirm you are authorized to provide us with such permissions to allow us to offer our Services.

Changes to these Terms

We may amend or update these Terms. We will provide you notice of amendments to these Terms, as appropriate, and update the "Last Modified" date at the bottom of these Terms. Your continued use of Jiggylife confirms your acceptance of these Terms, as amended. If you do not agree with or accept these Terms, as amended, you must stop using Jiggylife. Please review these Terms from time to time. These changes are effective immediately after they are posted on this page.

Indemnity

You agree to defend, indemnify, and hold harmless us, our parent(s), subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of

your account of these Terms or the Privacy Policy or the Community Guidelines and your obligations, representation and warranties therein.

Exclusion of Warranties

The Services are provided to you on an 'as is' basis and we do not represent or warrant that the use of the Services will be uninterrupted, timely, secure, or free from error; that any information obtained by you as a result of the use of services will be accurate.

Implied warranties as to the satisfactory quality, fitness for purpose, or merchantability of these Services are hereby excluded.

Limitation of liability

We shall not be liable to you for any loss or damages or claims including but not limited to the following:

1. Any loss of profit, opportunity, or goodwill;
2. Any loss of data;
3. Any damage incurred as a result of your reliance on any advertisement appearing on the Service;
4. Any damage incurred as a result of any changes to the Service, its features, and any temporary or permanent termination of our Services;
5. Any damage incurred as a result of your failure to provide us with accurate information and your failure to keep your account details and password confidential and secure;
6. Any damage incurred as a result of the actions of another user.

Any dispute that may arise between you and any third party arising from your use of the Services shall be only between you and a third party and you release us and our affiliates from any such claims and damages connected with such disputes.

Governing Law

The validity, construction, and enforceability of these Terms and Conditions and Content Policy, Privacy Policy, and Community Guidelines shall be governed and construed in accordance with the laws of Nigeria.

Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

Contact Us

If you have any questions or suggestions, do not hesitate to contact us at jiggylife@jiggylife.com.

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