



## Terms of Service

Read our terms below to learn more about  
your rights and responsibilities

✓ Accept

GDPR

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## Terms & Conditions

(GDPR Compliant)

### 1. Introduction

These Terms & Conditions ("Terms") constitute a legal agreement between Baobabpad Virtual Technology Village ("Baobabpad", "we", "us", or "our") and you, the user of our platform ("you" or "your"). By accessing or using our platform, you agree to be bound by these Terms.

### 2. Use of Platform

2.1 You must be at least 18 years old and have the legal capacity to enter into a binding agreement to use our platform.

2.2 You agree to use our platform in accordance with these Terms and all applicable laws and regulations.

2.3 You are prohibited from using our platform for any illegal or unauthorized purpose, including but not limited to:

- Infringing on the intellectual property rights of others.
- Violating the privacy of others.
- Transmitting any harmful or malicious code.
- Interfering with the operation of our platform.

2.4 We reserve the right to terminate your access to our platform for any reason, at any time, without notice.

### 3. User Data

3.1 You are responsible for the accuracy and completeness of the information you provide to us.

3.2 You grant Baobabpad a non-exclusive, royalty-free license to use, store, and process your information to provide you with our services and operate our platform.

3.3 We will comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR), in our processing of your information. You have certain rights under the GDPR, including the right to access, rectify, erase, and restrict the processing of your personal data. You can learn more about your rights

under the GDPR here: <https://gdpr.eu/>.

#### 4. Content

4.1 You retain all ownership rights to the content you submit to our platform ("Content").

4.2 By submitting Content to our platform, you grant Baobabpad a non-exclusive, royalty-free license to use, reproduce, modify, publish, and distribute your Content for the purpose of providing you with our services and operating our platform.

4.3 You are responsible for ensuring that your Content does not infringe on the intellectual property rights of others.

#### 5. Third-Party Services

Our platform may integrate with or link to third-party services. You acknowledge and agree that we are not responsible for the privacy practices or the content of any third-party services. We encourage you to review the privacy policies and terms of service of any third-party services you use.

#### 6. Disclaimers

6.1 OUR PLATFORM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.2 WE DO NOT WARRANT THAT OUR PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE.

6.3 WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF OUR PLATFORM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

#### 7. Indemnification

You agree to indemnify and hold harmless Baobabpad, its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or relating to your use of our platform or your violation of these Terms.

#### 8. Limitation of Liability

Our liability to you under these Terms will be limited to the amount of money you paid to use our platform.

## 9. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of Norway. Any dispute arising out of or relating to these Terms will be subject to the exclusive jurisdiction of the courts of Oslo, Norway.

## 10. Entire Agreement

These Terms constitute the entire agreement between you and Baobabpad with respect to your use of our platform.

## 11. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will remain in full force and effect.

## 12. Waiver

Our failure to enforce any provision of these Terms will not be construed as a waiver of such provision or any other provision of these Terms.

## 13. Amendment

We reserve the right to amend these Terms at any time by posting the amended terms on our platform. You are responsible for checking these Terms periodically for updates. Your continued use of our platform following the posting of amended Terms will be deemed your acceptance of the amended Terms.

## 14. Contact Us

If you have any questions about these Terms, please contact us at [admin@baobabpad.com](mailto:admin@baobabpad.com)

## Privacy Policy

(GDPR Compliant)

Baobabpad Virtual Technology Village ("Baobabpad", "we", "us", or "our") is committed to protecting the privacy of our users ("you" or "your"). This Privacy Policy explains what information we collect, how we use it, and how we protect it.

### Information We Collect

We collect the following information from our users:

- **Personal Information:** This includes information that can be used to identify you, such as your name, email address, phone number, and IP address.
- **Company Information:** This includes information about your company, such as your company name, size, and industry.
- **Project Information:** This includes information about your software development projects, such as project descriptions, timelines, and budgets.
- **Usage Data:** We collect information about how you use our platform, such as the pages you visit, the features you use, and the searches you perform.

### How We Use Your Information

We use your information to:

- Provide you with our services, including connecting you with skilled IT professionals and managing your software development projects.
- Send you important information about our platform, such as updates, announcements, and mentorship opportunities.
- Respond to your inquiries and requests.
- Improve our platform and services.

### Sharing Your Information

We may share your information with third-party vendors who help us operate our platform and provide our services. These vendors are contractually obligated to keep your information confidential and secure.

We will not share your information with any other third party without your consent, except as required by law.

### Protecting Your Information

We take reasonable steps to protect your information from unauthorized

access, disclosure, alteration, or destruction. However, no security system is perfect, and we cannot guarantee the security of your information.

### Your Rights

You have the right to access, update, and correct your personal information. You also have the right to opt out of receiving marketing communications from us.

### Children's Privacy

Our platform is not intended for children under the age of 13. We do not knowingly collect personal information from children under 13. If you are a parent or guardian and you believe your child has provided us with personal information, please contact us so we can delete it.

### Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will post any changes on our platform.

### Contact Us

If you have any questions about this Privacy Policy, please contact us at [admin@baobabpad.com](mailto:admin@baobabpad.com)

## End-User License Agreement (EULA)

(GDPR Compliant)

This End-User License Agreement ("EULA") is a legal agreement between Baobabpad Virtual Technology Village ("Baobabpad", "we", "us", or "our") and you, the end-user ("you" or "your") of the Baobabpad platform ("Platform"). This EULA governs your access to and use of the Platform.

### 1. Grant of License

1.1 Baobabpad grants you a non-exclusive, non-transferable, limited license to access and use the Platform for your internal business purposes only.

1.2 You may not:

- Sub-license, rent, lease, or otherwise transfer the license granted under this EULA.
- Modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Platform.
- Use the Platform for any illegal or unauthorized purpose.
- Interfere with or disrupt the Platform or its servers.

### 2. User Data

2.1 You are responsible for all data you upload, store, or transmit through the Platform ("User Data").

2.2 You grant Baobabpad a non-exclusive, royalty-free license to use, store, and process your User Data to provide you with the Platform and its services.

2.3 Baobabpad will comply with all applicable data protection laws and regulations in our processing of your User Data.

### 3. Intellectual Property

3.1 The Platform and all intellectual property rights associated with it, including copyrights, trademarks, and patents, are the sole property of Baobabpad or its licensors.

3.2 You agree not to remove or alter any proprietary notices on the Platform.

### 4. Disclaimer of Warranties

4.1 THE PLATFORM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2 BAOBABPAD DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE.

## 5. Limitation of Liability

5.1 IN NO EVENT SHALL BAOBABPAD BE LIABLE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

## 6. Term and Termination

6.1 This EULA will commence on the date you first access the Platform and will remain in effect until terminated by either party.

6.2 Baobabpad may terminate this EULA for any reason, at any time, without notice.

6.3 You may terminate this EULA by ceasing to use the Platform.

## 7. Governing Law and Dispute Resolution

This EULA will be governed by and construed in accordance with the laws of Norway. Any dispute arising out of or relating to this EULA will be subject to the exclusive jurisdiction of the courts of Oslo, Norway.

## 8. Entire Agreement

This EULA constitutes the entire agreement between you and Baobabpad with respect to your use of the Platform.

## 9. Severability

If any provision of this EULA is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will remain in full force and effect.

## 10. Waiver

Our failure to enforce any provision of this EULA will not be construed as a waiver of such provision or any other provision of this EULA.

## 11. Amendment

Baobabpad reserves the right to amend this EULA at any time by posting the amended terms on our Platform. You are responsible for checking these Terms periodically for updates. Your continued use of the Platform following the posting of amended Terms will be deemed your acceptance of



the amended EULA.

## 12. Contact Us

If you have any questions about this EULA, please contact us at [admin@baobabpad.com](mailto:admin@baobabpad.com)

## Cookie Policy

### (GDPR Compliant)

This Cookie Policy explains what cookies are and how Baobabpad Virtual Technology Village ("Baobabpad", "we", "us", or "our") uses them on our platform ("Platform"). It also outlines your rights under the General Data Protection Regulation (GDPR) regarding cookies and how you can exercise them.

#### 1. What are cookies?

Cookies are small text files placed on your computer or mobile device by a website when you visit the site. They store information about your visit and usage, such as your preferences and browsing history.

#### 2. What cookies do we use?

Baobabpad uses the following types of cookies on our Platform:

- **Strictly Necessary Cookies:** These are essential for the Platform to function. They allow you to navigate and use features like secure areas. We don't need your consent to use these cookies, as they are necessary for the service you requested.
- **Performance Cookies:** These collect information on how you use our Platform, like visited pages and time spent. This helps us improve performance and user experience. We will obtain your consent before placing these cookies.
- **Functionality Cookies:** These remember your preferences, like language or time zone, to personalize your experience. We will obtain your consent before placing these cookies.

#### 3. Your Cookie Preferences

We use a cookie consent banner to inform you about the cookies we use and to obtain your consent for non-essential cookies (Performance & Functionality). You can manage your preferences through the banner or by adjusting your browser settings.

#### 4. Your Rights under GDPR

Under the GDPR, you have certain rights regarding your personal data collected through cookies:

- **Right of Access:** You can request a copy of the information we hold about you from cookies.

- **Right to Rectification:** You can request us to correct any inaccurate information we hold about you.
- **Right to Erasure:** You can request us to delete your personal data collected through cookies, except for essential cookies required for the Platform's functionality.
- **Right to Restriction of Processing:** You can restrict how we process your personal data collected through cookies.

## 5. Exercising your Rights

To exercise any of your GDPR rights related to cookies, please contact us at [admin@baobabpad.com](mailto:admin@baobabpad.com)

## 6. Changes to this Cookie Policy

We may update this Cookie Policy. We will post any changes on our Platform.

## 7. Contact Us

If you have any questions about this Cookie Policy, please contact us at [admin@baobabpad.com](mailto:admin@baobabpad.com)

# Anti-Corruption Policy for Baobabpad

## 1. Introduction

Baobabpad is committed to conducting business with the highest standards of integrity, transparency, and ethics. This Anti-Corruption Policy outlines our firm stance against corruption and sets forth guidelines for employees, contractors, and associates to ensure compliance with all applicable anti-corruption laws and regulations.

## 2. Compliance with Laws and Regulations

All employees, contractors, and associates of Baobabpad must adhere to the anti-corruption laws and regulations of the countries in which we operate. This includes the relevant international and local laws.

## 3. Prohibited Activities

The following activities are strictly prohibited:

- a. Bribery and Corruption: - Offering, giving, receiving, or soliciting bribes or kickbacks, whether directly or indirectly. - Engaging in corrupt practices to gain an unfair business advantage.
- b. Facilitation Payments: - Offering or making facilitation payments to expedite routine government actions. - Such payments are illegal and strictly prohibited.
- c. Gifts and Hospitality: - Accepting or providing gifts, hospitality, or entertainment that may be perceived as an attempt to influence business decisions improperly. - All gifts and hospitality must be modest, transparent, and compliant with applicable laws.
- d. Conflicts of Interest: - Engaging in activities that conflict with the interests of Baobabpad. - Disclose any potential conflicts of interest promptly.
- e. Money Laundering: - Involvement in money laundering activities, including processing funds derived from illegal or unethical activities. - Baobabpad is committed to cooperating with law enforcement authorities in preventing money laundering.

## 4. Due Diligence

Before engaging with third parties, including suppliers, partners, and contractors, Baobabpad will conduct due diligence to assess the risk of

corruption associated with such entities. This includes evaluating their reputation, past conduct, and commitment to anti-corruption principles.

## 5. Reporting and Whistleblower Protection

Employees are encouraged to report any suspected or observed acts of corruption promptly. Baobabpad will ensure the confidentiality of those reporting and protect whistleblowers from retaliation. Reports can be made through Baobabpad's confidential reporting channels.

## 6. Training and Awareness

Baobabpad will provide regular training to employees, contractors, and associates to enhance awareness of anti-corruption policies, laws, and best practices. Training will cover the identification of corruption risks and the steps to mitigate them.

## 7. Consequences of Non-Compliance

Violations of this Anti-Corruption Policy may result in disciplinary action, including termination of employment or contractual relationship. Baobabpad may also report instances of corruption to the appropriate authorities.

## 8. Review and Updates

This Anti-Corruption Policy will be reviewed periodically to ensure its effectiveness and relevance. Updates will be communicated to all employees, contractors, and associates.

## 9. Contact Information

For questions or concerns related to this Anti-Corruption Policy, please contact your immediate supervisor.

Baobabpad is committed to fostering a culture of integrity, transparency, and accountability. All employees, contractors, and associates are expected to fully comply with this Anti-Corruption Policy and contribute to maintaining the highest ethical standards in all business dealings.

### Corruption reporting chain

This reporting chain ensures that employees can report suspected or observed acts of corruption confidentially without fear of retaliation.

#### 1. Reporting Individual:

Any employee, contractor, or stakeholder who becomes aware of suspected corruption within Baobabpad.

#### 2. Immediate Supervisor/Manager:

The reporting individual should initially report the concern to their immediate supervisor or manager. If the concern involves the immediate supervisor, the individual should proceed to the next level of management.

3. Department Head or Team Lead:

If the immediate supervisor is unable to address the concern or if they are involved in the issue, the reporting individual should escalate the matter to the relevant department head or team lead.

4. Human Resources Department:

If the concern remains unresolved or if the reporting individual is uncomfortable reporting to their immediate superiors, they can contact the Human Resources (HR) department. HR will investigate the matter independently or involve appropriate personnel.

5. Legal and Compliance Department:

If the HR department is unable to address the issue or if the reported concern involves a violation of legal or compliance standards, the matter should be escalated to the legal and compliance department.

6. Whistleblower Hotline or Reporting System:

Baobabpad will provide a confidential whistleblower reporting system for individuals who prefer to report concerns anonymously or who are uncomfortable using the internal reporting chain. This will be managed by a third-party service provider to ensure confidentiality.

7. Designated Compliance Officer:

Baobabpad will appoint a designated compliance officer responsible for handling corruption reports. This individual will ensure the proper investigation of reported concerns and will coordinate with relevant departments to address the issue.

8. Executive Management:

If the reported concern involves high-level executives or if the designated compliance officer needs additional support, the matter should be escalated to the executive management team.

9. Board of Directors or Audit Committee:

In extreme cases where corruption involves executive management or where internal resolution is challenging, the matter can be escalated to the company's board of directors or audit committee.

10. External Authorities: - If internal channels do not provide a resolution, or if the reported corruption involves a violation of the law, Baobabpad

encourages the reporting individual to contact relevant external authorities, such as law enforcement agencies or government regulatory bodies.

It's crucial to emphasize that this reporting chain should be clearly communicated to all employees and stakeholders, and assurance should be given that those who report in good faith will be protected from any form of retaliation. Providing multiple reporting options, including an anonymous reporting system, enhances the likelihood of identifying and addressing corruption effectively.

The approach is to never accept corruption, be it within the organization or within the collaborative projects receiving support.

#### Contact chain:

- On suspicion of corruption or other irregularities the parties involved should contact their immediate supervisor
- The immediate supervisor will then inform the Founder who will in turn inform the Board.
- If the informant for some reason does not wish to report to their immediate supervisor, he or she can contact the Founder directly.
- If the report hails from a so-called Whistleblower, within or outside of the organization, his or her identity should be protected to the largest degree possible.
- During the investigation the accused must be protected and the spreading of any information be minimized.

#### Actions:

When receiving information from a Whistleblower it is important to receive as much information as possible about the event as well as verifying the accountability of the source.

The responsible Manager should as soon as suspicion of corruption or other irregularity has been reported or discovered write an event log. This log will be used when deciding on further actions together with the CEO, Founder and Board.

#### Template when reporting a suspicion of an irregularity:

1. What office/local partner is suspected
2. What type of economic grant
3. Short description of the suspicion
4. The date when suspicion rose
5. Description of how suspicion rose
6. Information on any investigation has started
7. Information on any police report that has been made
8. Information on how much money is involved (if any)
9. A description of actions taken so far and actions planned

# Baobabpad Diversity, Inclusion and Equal Treatment Policy

This policy emphasizes the commitment to equal treatment and equal opportunity, promoting a diverse and inclusive tech community at Baobabpad.

## 1. Equal Treatment and Respect:

- Treat all colleagues, clients, users, and stakeholders with equal respect, regardless of gender, race, ethnicity, nationality, religion, sexual orientation, gender identity, age, disability, or any other characteristic.

## 2. Diversity and Inclusion:

- Embrace and celebrate diversity within the technology community.
- Strive to create an inclusive environment that values and welcomes different perspectives and backgrounds.

## 3. Equal Opportunity:

- Provide equal opportunities for professional development, mentorship, and career growth to all team members.
- Avoid any form of discrimination or bias in hiring, promotion, or project assignments.

## 4. Accessible Software:

- Design and develop software with accessibility in mind to ensure that all users, regardless of physical or cognitive abilities, can effectively use and benefit from the technology.

## 5. Addressing Bias in Algorithms:

- Be vigilant about identifying and addressing biases in algorithms and AI systems to ensure fair and unbiased outcomes.
- Advocate for transparency and fairness in algorithmic decision-making processes.

## 6. Harassment-Free Environment:

- Contribute to a work environment that is free from any form of harassment, including but not limited to verbal, physical, or online harassment.
- Report and address instances of harassment promptly and with sensitivity.

## 7. Family-Friendly Policies:



- Support and advocate for family-friendly policies that accommodate diverse family structures and responsibilities.
- Encourage work-life balance to ensure the well-being of all team members.

#### 8. Gender-Inclusive Language:

- Use gender-inclusive language in code, documentation, and communication to promote a more inclusive and welcoming software development culture.

#### 9. Equal Recognition:

- Ensure that the contributions of all team members are recognized and acknowledged equally.
- Avoid biases in attributing credit for successful projects or achievements.

#### 10. Supporting Underrepresented Groups:

- Actively support and mentor individuals from underrepresented groups in technology.
- Advocate for initiatives and programs that address the barriers faced by underrepresented groups in the industry.

#### 11. Continuous Education on Inclusion:

- Engage in continuous education on diversity, equity, and inclusion topics to stay informed about best practices and challenges.
- Foster a learning environment where colleagues can share experiences and knowledge related to inclusivity.

#### 12. Inclusive Social Events:

- Plan and organize social events that are inclusive and considerate of diverse preferences and needs.
- Avoid activities that may alienate or exclude certain individuals or groups.

By intentionally practicing these principles of equal treatment and equal opportunity stated in this equal treatment policy, Baobabpad employees therefore commit to contribute to creating a tech community that values diversity, respects individual differences, and ensures that everyone has an equal chance to thrive and succeed.