



Terms of Service

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

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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

(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

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

Return & Refund Policy (GDPR Compliant)

This Return & Refund Policy outlines the conditions under which Baobabpad Virtual Technology Village ("Baobabpad", "we", "us", or "our") will accept returns and grant refunds for services provided on our platform ("Platform").

1. Services

Baobabpad offers services that connect businesses with skilled IT professionals and assist with software development project management. Due to the nature of these services, returns of "goods" are not applicable. However, this policy covers situations where a refund may be requested for services rendered.

2. Satisfaction Guarantee

2.1 Baobabpad is committed to providing our clients with high-quality services. We offer a 14-day satisfaction guarantee for new client accounts. If, within 14 days of activating your account, you are not satisfied with our services, you may request a full refund.

2.2 To request a refund under the satisfaction guarantee, please contact us at admin@baobabpad.com. We will require a brief explanation of why you are not satisfied with the service.

3. Project Cancellations

3.1 If you choose to cancel a project after it has begun, any fees associated with work already completed will be non-refundable.

3.2 However, we understand that unforeseen circumstances may arise. If you need to cancel a project due to extenuating circumstances, please contact us at admin@baobabpad.com. We will review your situation and may offer a partial refund based on the specific circumstances.

4. GDPR and Your Data

4.1 In accordance with GDPR principles, we will promptly delete your personal data upon request, following the completion of any relevant project or service, and after the satisfaction guarantee period has expired (14 days).

4.2 If a refund is granted, we may retain certain minimal data for accounting purposes only. This data will be anonymized and will not be used to identify you.

5. Contact Us

If you have any questions about this Return & Refund Policy or wish to request a refund, please contact us at 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

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