#### AFROBIZFIND World Terms of Service

#### Home Terms

Please read this document carefully. It contains important information about your rights and obligations. It also contains a dispute resolution clause.

Welcome to AFROBIZFIND. We are glad you have chosen to visit our website or use our application. We are committed to providing the best possible value and convenience for you. Before you get started, you must read and agree to these Terms of Service. Thank you.

### Acceptance of Terms of Service

We are AFROBIZFIND, a trading name of Puregoldworld ("AFROBIZFIND", "we" "our" or "us"). If you need it, our company number is 0993 5227 and please contact us by Email: inquiry@AFROBIZFIND.com

#### Our VAT number is 256 593 471

By accessing and using our website at AFROBIZFIND.com or downloading and using the AFROBIZFIND mobile application (collectively referred to as the "AFROBIZFIND platform"), you accept and agree to be bound by these Terms of Service. If you do not accept these Terms of Service, you should not access or use the AFROBIZFIND platform.

AFROBIZFIND may at any time modify these Terms of Service. You can review the most current version of it by clicking on the "Terms of Service" link located at the bottom of the AFROBIZFIND website, AFROBIZFIND.com. The most current version will supersede all previous versions. By continuing to use the AFROBIZFIND platform following any changes to the Terms of Service, you agree to be bound by any variation made by us. It is your responsibility to check these Terms of Service from time to time to verify such variations.

#### Privacy

We only use any personal information that you submit or we collect when you are using the AFROBIZFIND platform in the ways set out in our subject to the AFROBIZFIND Privacy Policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the AFROBIZFIND platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

# **User Account**

The AFROBIZFIND platform enables you to set up a user account, which is necessary to access certain features and functions. You are responsible for ensuring the information you provide when setting up an account is accurate and for keeping such information up to date.

You must keep your user credentials, including your password, confidential at all times and should not permit third parties to access and use your account. You are responsible for all use of your account on the AFROBIZFIND platform.

If you create an account using Facebook login, you agree that we may access and use certain information from your Facebook account for the purposes of permitting access and enabling you to use the AFROBIZFIND platform.

### Limitations on Use

You must be at least 13 years old to access and/or use the AFROBIZFIND platform, or, if you are not at least 13, you may download, access and/or use the AFROBIZFIND platform only in conjunction with, and under the supervision of, your parent or guardian. If you do not qualify, please do not download, access and/or use the AFROBIZFIND platform.

The AFROBIZFIND platform is provided for personal and commercial use [to residents of the UK. If you choose to access the AFROBIZFIND platform from locations outside of the UK, you are responsible for compliance with any applicable local laws].

We seek to make the AFROBIZFIND platform accessible at all times but do not guarantee that access to the AFROBIZFIND platform will be uninterrupted or error-free. You agree that you are solely responsible for the means by which you access the AFROBIZFIND platform and for any costs and expenses you may incur in relation to your use of the AFROBIZFIND platform.

We may prevent or suspend your access to or use of the AFROBIZFIND platform if you do not comply with any part of these Terms of Service, any other terms or policies applicable to use of the AFROBIZFIND platform, or any applicable law.

## **Intellectual Property**

AFROBIZFIND and/or its licensors are the sole owners of the AFROBIZFIND platform, which includes any software, domains, and content made available through it. The AFROBIZFIND platform is protected by United Kingdom and International copyright and other intellectual property laws. It is for your own personal and commercial use only, and AFROBIZFIND grants you a limited license for that purpose.

Without limitation, this means that you may not sell, export, license, modify, copy, reverse engineer, distribute or transmit any part of the AFROBIZFIND platform without AFROBIZFIND's prior express written permission. Any unauthorized use of the AFROBIZFIND platform will terminate the limited license granted by us. AFROBIZFIND and its graphics, logos, icons and service names related to the AFROBIZFIND platform are registered and unregistered trademarks or trade dress of Invitation Puregoldworld Ltd. They may not be used without AFROBIZFIND's prior express written permission. All other trademarks not owned by AFROBIZFIND that appear in connection with the AFROBIZFIND platform are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by AFROBIZFIND.

### Usage

The use the AFROBIZFIND platform you must first create a personal account. This allows you to find a business you require. The personal account is free of charge. After you have logged into your personal account you can then add a business profile to the listings. You can add multiple business profiles. All business profile are managed from your personal account.

#### **Your Conduct**

By downloading and using the AFROBIZFIND platform, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the AFROBIZFIND platform. You also agree not to interfere with the servers or networks connected to the AFROBIZFIND platform or to violate any of the procedures, policies or regulations of networks connected to the AFROBIZFIND platform, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the AFROBIZFIND platform; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the AFROBIZFIND platform; (3) use the AFROBIZFIND platform for any unlawful or improper purpose; or (4) resell or export the software associated with the AFROBIZFIND platform.

AFROBIZFIND does not promote, recommend or condone use of the AFROBIZFIND platform during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use the AFROBIZFIND platform during such activities.

## **Third Party Offers**

The AFROBIZFIND platform may contain links to third party web sites or programs that are not controlled by or affiliated with AFROBIZFIND. AFROBIZFIND is not responsible for the content, offers or privacy policies of such sites and programs, including, without limitation, your redemption of such offers or a merchant's refusal to honour any offer. Your dealings with third party sites are solely between you and the applicable third party.

# Charges for Using the AFROBIZFIND application

AFROBIZFIND currently provides the AFROBIZFIND platform to you free of charge for personal uses. For business use, there is a calendar monthly charge is £6 per business profile. The £6 charge for business use is waived until

there are 10 000 customers registered on the AFROBIZFIND platform. However, when you use the AFROBIZFIND platform, you may be subject to charges imposed by your wireless or other applicable carrier. Payment of such charges is solely your responsibility. The AFROBIZFIND platform may not be accessible in some foreign countries, this will depend on the AFROBIZFIND platform being supported by the foreign network. You should check with the local carrier whether you will be required to pay additional charges for such access. The ability to download or access the AFROBIZFIND platform may be restricted or impaired when on a roaming network abroad.

#### Use of Information Submitted

You agree that AFROBIZFIND is free to use any comments, information or ideas contained in any communication you may send to AFROBIZFIND without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the AFROBIZFIND platform or other products or services.

### No Warranty & Liability Limit

AFROBIZFIND provides the AFROBIZFIND platform "as is" and without any warranty or condition, whether express, implied or statutory. AFROBIZFIND specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. AFROBIZFIND assumes no liability or responsibility for any errors or omissions in the AFROBIZFIND application; any failures, delays or interruptions in the AFROBIZFIND platform; any losses or damages arising from the use of the AFROBIZFIND application, including, without limitation, any damage to your mobile device; or any conduct by users of the AFROBIZFIND platform. We reserve the right to deliver, alter, suspend or restrict the AFROBIZFIND platform in our sole and absolute discretion.

In no event shall AFROBIZFIND, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the AFROBIZFIND platform or these terms of service, on any theory of liability, and whether or not advised of the possibility of damage. In addition, we shall not be responsible for any business losses, including but not limited to loss of business, profits, revenue, or goodwill. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

## Indemnity

You agree to indemnify and hold AFROBIZFIND and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the AFROBIZFIND platform or your violation of any law or the rights of any third party.

# Disputes

Dispute Resolution. If you are not happy with how we have handled any complaint, you may want to submit your dispute for online resolution to the European Commission Online Dispute Resolution platform.

Governing Law. You agree that these terms of service or any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law and equitable claims) between you and AFROBIZFIND arising from or relating to these Terms of Service, their interpretation or breach, termination or validity, the relationships which result from these Terms of Service, the AFROBIZFIND application, AFROBIZFIND's advertising or any related transaction shall be governed by and construed in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

### General

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision. These Terms of Service set forth the entire understanding and agreement between you and AFROBIZFIND with respect to the subject matter hereof.

#### Contact Us

If you have any questions about these Terms of Service or the download and/or use of the AFROBIZFIND platform, please contact us at:

Email: inquiry@AFROBIZFIND.com

Co No 0993 5227

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