

Bantoo Terms of Service

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Summary Section (For Quick Reference)

This section provides a high-level summary of important points covered in the Terms:

1. **User Responsibilities:** You must be at least 16 years old to use Bantoo. You are responsible for keeping your account information secure.
2. **Content Ownership:** You retain ownership of your content but grant us a license to use it to provide our services.
3. **Prohibited Activities:** You agree not to engage in harmful, abusive, or illegal conduct while using Bantoo.
4. **Account Termination:** We may suspend or terminate your account if you violate these Terms.
5. **Modifications to Terms:** We may update these Terms and will notify you of significant changes.

6. Dispute Resolution: Any disputes will be resolved through **Negotiation, Mediation, or Arbitration**

Note: This summary is for convenience only and does not replace the full Terms below.

1. Introduction

Welcome to Bantoo. These Terms of Service ("Terms") govern your use of our platform, services, and any associated applications (collectively referred to as "Bantoo" or "the Platform"). By accessing or using Bantoo, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use our services.

Bantoo is designed to enhance connectivity, support, and communication among users. Our services are aimed at fostering a community of users who can access various features and functionalities to meet their needs. These Terms constitute a binding agreement between you and Bantoo, and they apply to all users of the Platform.

2. Acceptance of Terms

By accessing, browsing, or using Bantoo, you acknowledge that you have read, understood, and agree to comply with these Terms. You also agree to abide by all applicable laws and regulations related to your use of the Platform.

If you are using Bantoo on behalf of an organisation or entity, you represent and warrant that you have the authority to bind that organization to these Terms, and you agree to these Terms on behalf of that organisation.

Your continued use of Bantoo following any updates or changes to these Terms signifies your acceptance of the revised Terms. Please review these Terms periodically to stay informed about any updates.

3. Eligibility

To use Bantoo, you must meet the following eligibility criteria:

- a) **Age Requirement:** You must be at least 16 years old to create an account and use our services.
- b) **Compliance with Laws:** You must comply with all applicable local, national, and international laws and regulations when using the Platform.
- c) **Accuracy of Information:** You must provide accurate, complete, and up-to-date information during registration and maintain the accuracy of such information.
- d) **Account Responsibility:** You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

By using Bantoo, you represent and warrant that you meet all eligibility requirements. If you do not meet these requirements, you must not access or use the Platform.

4. Account Registration and Management

To access certain features of Bantoo, you may be required to create an account by providing accurate and complete information. By registering an account, you agree to the following:

- a) **Account Information:** You will provide accurate, current, and complete information during the registration process and update such information to maintain its accuracy.
- b) **Account Security:** You are responsible for safeguarding your account credentials and must not share them with others. You agree to notify us immediately of any unauthorised access or use of your account.
- c) **Account Termination:** We reserve the right to suspend or terminate your account at our discretion if you violate these Terms or if we suspect any unauthorised, fraudulent, or illegal activity.
- d) **Multiple Accounts:** You are prohibited from creating multiple accounts for abusive or disruptive purposes. Violation of this rule may result in account suspension or termination.

5. User Conduct and Prohibited Activities

As a user of Bantoo, you agree to use the Platform responsibly and in compliance with all applicable laws. You shall not engage in the following prohibited activities:

- a) **Unlawful Use:** Using Bantoo for any unlawful purpose, including but not limited to harassment, abuse, fraud, or defamation.
- b) **Harmful Activities:** Posting or transmitting harmful, offensive, or inappropriate content, including sexually explicit material, hate speech, violence, or discriminatory language.
- c) **Intellectual Property Infringement:** Uploading or sharing content that infringes on the intellectual property rights of others.
- d) **Unauthorised Access:** Attempting to gain unauthorised access to Bantoo's systems, servers, or networks.
- e) **Interference with Services:** Engaging in activities that could interfere with or disrupt the proper functioning of the Platform, including spamming, hacking, or distribution of malware.
- f) **Misrepresentation:** Impersonating another person or entity or falsely representing your affiliation with Bantoo.
- g) **Commercial Exploitation:** Using Bantoo for unauthorised commercial purposes, including advertising, soliciting, or selling goods and services.

Violation of these guidelines may result in suspension or termination of your account and access to Bantoo.

6. Content Ownership and License

By using Bantoo, you retain ownership of the content you create, post, or share on the Platform. However, you grant Bantoo a non-exclusive, royalty-free, worldwide, sublicensable, and transferable license to use, distribute, modify, publicly display, and reproduce such content for the purpose of operating, promoting, and improving Bantoo's services.

- a) **User-Generated Content:** You are solely responsible for the content you post and share on Bantoo. You affirm that you own or have the necessary permissions to use and share such content.
- b) **Content Monitoring:** While Bantoo does not actively monitor user content, we reserve the right to remove or restrict access to content that violates these Terms or is otherwise objectionable.
- c) **Feedback and Suggestions:** Any feedback, suggestions, or ideas you provide to Bantoo are non-confidential and may be used by Bantoo without restriction or compensation.

7. Privacy and Data Protection

Your privacy is important to us. By using Bantoo, you acknowledge and agree that your personal information will be collected, used, processed, and shared in accordance with our Privacy Policy.

- a) **Data Collection and Use:** We collect personal data necessary to provide and improve our services, as detailed in our Privacy Policy.
- b) **User Consent:** By using Bantoo, you consent to the collection and processing of your personal data as described in the Privacy Policy.
- c) **Data Security:** We implement appropriate measures to protect your data; however, we cannot guarantee absolute security.
- d) **Third-Party Services:** Bantoo may contain links to third-party websites or services. We are not responsible for the privacy practices or content of such external sites.
- e) **User Responsibility:** You are responsible for maintaining the confidentiality of your account information and promptly notifying us of any unauthorised use.

8. Intellectual Property Rights

All intellectual property rights in and to Bantoo, including but not limited to software, trademarks, logos, designs, graphics, text, and content created by Bantoo, are owned by or licensed to Bantoo.

- a) **Platform Ownership:** Except for user-generated content, all rights, title, and interest in Bantoo and its services are exclusively owned by Bantoo.
- b) **Limited License:** Bantoo grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes in accordance with these Terms.
- c) **Restrictions:** You shall not reproduce, distribute, modify, create derivative works of, publicly display, or exploit any part of Bantoo without our prior written permission.
- d) **Copyright Complaints:** If you believe your intellectual property rights have been infringed upon by user content on Bantoo, please contact us with sufficient details for us to investigate and address the complaint.

9. Payment and Subscription Services

Certain features of Bantoo may be offered on a subscription or paid basis. By opting for such services, you agree to the following terms:

- a) **Payment Terms:** You agree to provide accurate and complete payment information when purchasing subscription services.
- b) **Billing and Charges:** All charges, fees, and applicable taxes will be clearly disclosed before you complete your purchase. You are responsible for paying all applicable fees promptly.
- c) **Automatic Renewal:** Paid subscriptions may automatically renew unless you cancel the subscription before the renewal date. You may cancel or manage your subscription through your account settings.
- d) **Refund Policy:** Payments are non-refundable unless otherwise stated or required by applicable law.
- e) **Termination of Paid Services:** If you violate these Terms, we reserve the right to suspend or terminate your access to paid services without prior notice or liability.

10. Prohibited Conduct

When using Bantoo, you agree not to engage in activities that are harmful, unlawful, or violate the rights of others. Prohibited conduct includes but is not limited to:

- a) **Illegal Activities:** Engaging in or promoting unlawful activities, including but not limited to fraud, harassment, defamation, or invasion of privacy.
- b) **Intellectual Property Infringement:** Uploading, sharing, or distributing content that violates intellectual property rights, copyrights, trademarks, or proprietary rights of others.
- c) **Harmful Content:** Transmitting or sharing content that is offensive, abusive, violent, hateful, sexually explicit, or otherwise inappropriate.
- d) **Security Violations:** Attempting to interfere with or disrupt the integrity or performance of the Platform, including hacking, phishing, or introducing malware.
- e) **Spamming and Unauthorised Advertising:** Engaging in unsolicited promotions, commercial activities, or advertising without Bantoo's prior written approval.
- f) **Impersonation and Misrepresentation:** Creating accounts by providing false information or impersonating another person or entity.
- g) **Data Scraping and Unauthorised Access:** Using automated systems, bots, or other unauthorised means to access, monitor, or extract data from Bantoo.

Violation of these terms may result in suspension or termination of your account without prior notice or liability.

11. Termination and Suspension of Accounts

Bantoo reserves the right to terminate or suspend your access to the Platform at its discretion for reasons including, but not limited to, violation of these Terms of Service.

a) Termination by Bantoo:

- i. We may terminate or suspend your access to the Platform at any time without prior notice if we believe you have violated these Terms, applicable laws, or engaged in harmful or abusive conduct.
- ii. Termination may include the deletion of your account and all associated content.

b) Termination by You:

- i. You may deactivate or delete your account at any time by following the instructions provided in your account settings.
- ii. Termination by you does not absolve you from any liabilities incurred prior to termination.

c) Effects of Termination:

- i. Upon termination, your right to use the Platform will immediately cease.
- ii. Any outstanding obligations or liabilities under these Terms shall survive termination.

12. Disclaimer of Warranties

Bantoo provides its services on an "as-is" and "as-available" basis. We make no warranties or representations, express or implied, regarding the functionality, availability, or reliability of our services.

a) No Warranty:

- i. We do not guarantee that the Platform will be error-free, uninterrupted, secure, or free from harmful components.
- ii. We disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

b) User Responsibility:

- i. You acknowledge and agree that your use of Bantoo is at your own risk.

- ii. We are not responsible for the accuracy, completeness, or usefulness of any content provided by users.

c) Third-Party Content and Services:

- i. Bantoo may include links to third-party websites or services.
- ii. We do not endorse or assume any responsibility for such third-party content, services, or practices.

13. Limitation of Liability

To the maximum extent permitted by applicable law, Bantoo and its affiliates, directors, employees, agents, licensors, and partners shall not be liable for any damages or losses arising from your use of the Platform, including but not limited to:

a) Indirect, Incidental, Special, Consequential, or Punitive Damages:

- i. Loss of profits, revenue, goodwill, data, or other intangible losses.
- ii. Damage to devices, loss of business opportunities, or any interruption of business.

b) Liability for Content:

- i. Bantoo is not responsible for any user-generated content or actions taken by users of the Platform.
- ii. We do not endorse, support, or guarantee the accuracy, completeness, or reliability of user content.

c) No Liability for Unauthorised Access: We are not liable for unauthorized access to or alteration of your communications or content.

d) Aggregate Liability: Bantoo's aggregate liability to you for all claims arising from your use of the Platform shall not exceed the amount you have paid to us in the past twelve (12) months, if any.

14. Indemnification

You agree to indemnify, defend, and hold harmless Bantoo, its affiliates, officers, directors, employees, agents, licensors, and partners from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

a) Your Use of the Platform:

- i. Any violation of these Terms of Service, applicable laws, or third-party rights.
- ii. Any content you submit, post, or transmit through the Platform.

- b) **Breach of Agreement:** Any breach of these Terms or misrepresentation made by you.
- c) **Third-Party Actions:** Claims resulting from your interactions with other users or third-party services accessed through Bantoo.
- d) **Defense and Control:** Bantoo reserves the right to assume exclusive defense and control of any matter subject to indemnification, and you agree to cooperate with Bantoo's defense of such claims.

15. Governing Law and Dispute Resolution

This section outlines the legal framework governing your use of Bantoo and how disputes will be resolved.

- a) **Governing Law:** These Terms of Service shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws principles.
- b) **Dispute Resolution:**
 - i. In the event of a dispute, the parties shall first attempt to resolve the matter amicably through negotiation.
 - ii. If a resolution cannot be reached within thirty (30) days, the dispute shall be referred to mediation or arbitration in Lagos, Nigeria, under the Arbitration and Mediation Act of Nigeria.
 - iii. The decision of the arbitrator(s) shall be final and binding on both parties.
- c) **Jurisdiction:** The courts of Nigeria shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms of Service that are not resolved through arbitration.

16. Termination and Suspension

This section explains Bantoo's rights regarding the suspension or termination of your account or access to the Platform.

- a) **Termination by Bantoo:**

We may suspend or terminate your access to the Platform at any time, with or without notice, if you:

 - i. Violate these Terms of Service or any applicable laws.
 - ii. Engage in fraudulent, abusive, or harmful conduct.
 - iii. Infringe the rights of other users or third parties.
 - iv. Fail to comply with our community guidelines or acceptable use policies.

We also reserve the right to terminate the Platform or any part thereof, for any reason, with reasonable notice where possible.

b) **Termination by You:** You may discontinue your use of the Platform and close your account at any time by following the instructions provided within your account settings or contacting us directly.

c) **Effect of Termination:**

- i. Upon termination, your right to access and use the Platform will immediately cease.
- ii. Any licenses granted to you under these Terms will terminate.
- iii. Any data associated with your account may be permanently deleted, except as required by law or as stated in our Privacy Policy.

d) **Survival of Terms:** Provisions of these Terms relating to Intellectual Property, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution shall survive termination.

17. Modifications to the Terms of Service

This section outlines our rights to modify the Terms and how such changes will be communicated.

a) **Right to Modify:**

- i. We reserve the right to modify, amend, or update these Terms of Service at our discretion and for any reason.
- ii. Changes may be made to reflect operational requirements, changes in legal or regulatory obligations, or improvements to the Platform.

b) **Notice of Changes:**

When we make material changes to these Terms, we will provide notice by:

- i. Posting the updated Terms on the Platform.
- ii. Sending an email notification to registered users where appropriate.

The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made.

c) **Acceptance of Changes:**

- i. Your continued use of the Platform following the posting of updated Terms constitutes your acceptance of such changes.
- ii. If you do not agree to the modified Terms, you must discontinue your use of the Platform.

18. Contact Information

This section provides users with information on how to reach Bantoo for questions or concerns.

- a) **Contact Details:** If you have any questions, concerns, or complaints regarding these Terms of Service or your use of the Platform, you may contact us at:
 - i. **Email:** admin@bantooapp.com
- b) **Customer Support:** Our customer support team will make reasonable efforts to respond to inquiries within a reasonable timeframe.
- c) **Feedback and Suggestions:** Any feedback, comments, or suggestions you provide to us shall be considered non-confidential and non-proprietary, and we shall be free to use such information without restriction.