# **ASORIBA TERMS OF SERVICE**

#### OVERVIEW

Gh-Asoriba LTD offers web and mobile applications, including all information, tools and services available from our platforms to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. Throughout this document, the terms "we", "us" and "our" refer to Gh-Asoriba LTD and the terms "you", "your" and "yours" refer to you, the user.

By visiting our site/mobile app and/ or purchasing a service from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation, users who are browsers, vendors, customers, churches, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our web application/mobile app. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our software is hosted on Amazon Web services. They provide us with the online infrastructure platform that allows us to store and give you access to your data in real time over the internet.

Your data is stored through Asoriba's data storage, databases and the general Asoriba application. We store your data on a secure server behind a firewall.

## **SECTION 1 - ASORIBA WEB AND MOBILE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to you for any reason at any time.

You understand that your data may be transferred involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are responsible for protecting information made available by you on our web and mobile application that houses your church data.

The web and mobile application will contain certain information and data captured by you or your member, and it is solely your responsibility to ensure you capture that accurately.

You reserve the right to modify the contents/data in your Asoriba church account at any time (limited to the data you capture with the system), but we have no obligation, right or control to update any information within your account. You agree that, incase you need assistance to undertake a particular activity within the application, you will grant access to your account by an

Asoriba staff to assist you in executing that task, upon which when completed, you will revoke that access and right.

The material on our website/landing page, however is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This website/landing page may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4a. - MODIFICATIONS OR TERMINATION TO THE SERVICE AND PRICES

Prices for our services are subject to change with notice from Asoriba.

We reserve the right at anytime to modify or discontinue the Service (or any part or content thereof) with a 6 months notice. In such case, you will be assisted to migrate all your data off the system into a common interoperable format that you can download and reuse. Communication may be in the form of an email, telephone call or a posting on our website.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service, provided you were duly informed and communicated about the suspension within 6 months prior to shut down.

## SECTION 4b. ACCOUNT SUSPENSION AND REACTIVATION

Suspension of account means you want to pause the use of our service. During the time of suspension, you existing subscription will be frozen. That means you will not be able to login to our services during the time of suspension. You have a period of 12 months to notify us of your wish to reactivate your account. We reserve the rights to terminate your account within 12 months suspension. We will notify you on 3 occasions before termination. It is only upon reactivation that access to the account would be restored. Service subscription charges resume immediately after the account is reactivated

## SECTION 5a - SERVICES (if applicable)

All our services are available exclusively online through the web and mobile application. These services may have limited features and are subject to your request to terminate or our decision to termination or Refund Policy. You reserve the right at anytime to discontinue the Service. In such case, you will be assisted to migrate all your data off the system into a zipped file that you

can download and reused at no cost. This will imply that we will not longer be storing your data, hence our privacy policy will not apply to you.

We have made every effort to display as accurately as possible the colors and images of our your data via our features that appear at the web and mobile application. We cannot guarantee that your computer or phone's monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit access to certain features of any products or services that we offer as the need may arise. All descriptions of features or product pricing are subject to change at anytime with prior notice to you, at the sole discretion of us.

## SECTION 5b - ADDITIONAL FEATURES AND THIRD-PARTY INTEGRATIONS

You may request for or suggest additional features and/or third-party integrations which are not presently available in our services. Feature requests can be made by writing directly to us through our support platform (help.asoriba.com) or emailing support@asoriba.com. When you request for an additional feature, we reserve the right to refuse or implement. We will communicate in writing to you our decision on your request. If we accept to implement your request, we will submit to you a document which details the timelines for implementation and an invoice which details the cost associated with the feature.

# SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any payment you make to us which we deem fraudulent or otherwise illegal. We may, in our sole discretion, disallow access to payment made via the system if the need arises. These restrictions may include donations placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to disallow donations orders that, in our sole judgment, appear to be placed by fraudsters who try to undermine the integrity of the web or mobile application.

You agree to provide current, complete and accurate purchase and account information for all payments made to us . You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that may or may not be affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - GENERAL USAGE**

You agree that your usage of our web and mobile application will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary

right. You further agree that your usage will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any of our related web and mobile application.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of your identity.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through our web and mobile application is governed by our Privacy Policy. Please view our Privacy Policy.

# SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our web and mobile application or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

# **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the web and mobile application or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or

immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely or error-free.

You agree that our service may be occasionally interrupted for maintenance purposes. You will be duly informed before any scheduled interruption commences.

The service and all products and services delivered to you through the service are, except as expressly stated by us, provided 'as is' and 'as available' for your use.

In no case shall Gh-Asoriba LTD, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, except due to our own negligence or error, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, strict liability or otherwise, arising from your use of any of the service procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Gh-Asoriba LTD and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, except due to our own negligence or error, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 15 - SEVERABILITY**

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services.

If we are able to prove beyond reasonable doubt that you have failed to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time with prior notice to you. You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any misinterpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of a duly constituted court in Ghana.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. You will be duly notified of changes made to these Terms of Service. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - SOCIAL MEDIA**

Your account on Asoriba has the capabilities to connect to social media, you must ensure that you understand and follow the terms of service of the following social media pages.

Facebook: <u>https://www.facebook.com/policies</u> Twitter: <u>https://twitter.com/tos?lang=en</u> Instagram: <u>https://help.instagram.com/478745558852511</u>

## SECTION 21 - QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact your accounts manager at nana@asoriba.com, asoribagh@gmail.com or by mail at Gh-Asoriba LTD

[Re: saviour@asoriba.com]

[Number 24 Nii Bu Cresent, Haatso,

Or call +233249176736

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