

User Agreement

Effective Date: December 12th, 2017

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) and AfricaBV Ltd (“**AfricaBV**”, “**we**,” or “**us**”). AfricaBV is a facilitation services portal for companies doing business in Africa. You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.africabv.com, all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “**Site**”), all services, applications and products that are accessible through the Site that link to or reference this Agreement (“**Site Services**”) whether provided by us or our Affiliates.

This Agreement includes and hereby incorporates by reference the following: Client Agreement for consultancy services; Privacy Policy; as such agreements may be in effect and modified by AfricaBV from time to time (collectively, with this Agreement, the “**Terms of Service**”).

By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service. These Terms govern your access to and use of the Site and Services and constitute a binding legal agreement between you and AfricaBV.

In addition, certain areas of the Site and Services may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms of Service and other terms and conditions, the latter terms and conditions shall prevail with respect to your use of or access to that area of the Site or Services.

If you do not agree to these Terms of Service, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site or Services in accordance with these Terms of Service may subject you to civil and criminal penalties.

Subject to the conditions set forth herein, AfricaBV may, in its sole discretion, amend this Agreement and the other Terms of Service at any time without prior notice by posting a revised version on the Site. If we modify the Terms of Service, we will provide you with notice of the modification or post the modification on the Site. If the Substantial Change includes an increase to fees charged by AfricaBV, AfricaBV will provide at least 30 days’ advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “**Effective Date**”).

Your continued use of the Site or the Site Services after the Effective Date of a revised version of this Agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Terms of Service as revised. In the event of a conflict between this Agreement and the other Terms of Service, this Agreement will control unless the other Agreement explicitly states that it controls. Capitalized terms are defined throughout this Agreement.

1. DIGITAL SIGNATURE

By registering for an AfricaBV account on the Site (an “**Account**”), or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have executed this Agreement and the other Terms of Service electronically, effective on the date you register your Account or click to accept the Terms of Service. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, the other Terms of Service, and any amendments.

2. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from AfricaBV or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

2.1 YOUR CONSENT AND YOUR RIGHT TO WITHDRAW CONSENT

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices for the Services provided to you under the Terms of Service that we or our Affiliates would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via postal service or any third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Site and the Site Services, and you will no longer be permitted to use the Site or the Site Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

2.2 KEEPING YOUR ADDRESS AND EMAIL ADDRESS CURRENT WITH US

In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support. In addition, so that we may communicate with you via

postal service or any third-party mail services, you agree to notify us immediately of any change in your address.

2.3 HARDWARE AND SOFTWARE YOU WILL NEED TO USE THE SITE SERVICES FOR YOUR BUSINESS

To access and retain the records and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system that operates on a platform like Windows or Mac; (c) a connection to the Internet; (d) Current Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilizing other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as the Current Version of Adobe Acrobat Reader; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. By **“Current Version”**, we mean a version of the software that is currently being supported by its publisher. We may change these requirements from time to time and will update this Agreement accordingly. You should retain a copy of all of the records and notices we send to you electronically.

By accepting and agreeing to this Agreement and the other Terms of Service electronically, you represent that (i) you have read and understand the above consent to receive records and notices electronically; (ii) you satisfy the minimum hardware and software requirements specified above; and (iii) your consent will remain in effect until you withdraw your consent as specified above.

3. AFRICABV ACCOUNTS

3.1 ACCOUNT ELIGIBILITY

To use the Site and certain Site Services, you must register for an Account. AfricaBV offers the Site and Site Services for your business purposes only, and not for personal, household, or consumer use. To use the Site and Site Services, you must have, and hereby represent that you have, an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation or other entity) and further represent that you intend to use the Site and Site Services for your business purposes only, unless you use the Site and Site Services solely as an employee and Agency Member of a registered Agency Account. You understand that you must comply with any licensing or registration requirements with respect to your business, and you represent that you comply with all such requirements. To register for an Account, you must be, and hereby represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts. By accessing the Site and registering for an Account, by using the Site or Site Services after the Effective Date if you had an account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to: (a) abide by this Agreement and the other Terms of Service; (b) be financially responsible for your use of the Site and the purchase or delivery of Consultant Services; (c) you represent and warrant that you are 18 or older; and (d) perform your obligations as per the terms herein, unless such obligations are prohibited by applicable law or the Terms of Service. AfricaBV reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Site Services upon discovery that any information you provided on any form or posted on the Site is not

true, accurate, or complete, or such information or other conduct otherwise violates the Terms of Service, or for any other reason or no reason in AfricaBV's sole discretion.

You represent that you are not: (i) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services.

3.2 ACCOUNT REGISTRATION; PROFILE

In order to fully use our Site and Services, you must register to create an AfricaBV account. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide and to correct any information about your location, your business, your skills, or the services your business provides that is or becomes false or misleading.

3.3 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity and your ability to represent your business on www.africabv.com, if it is a separate legal entity. You authorize AfricaBV, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must provide us with information about you and your business.

3.4 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username and password. You authorize AfricaBV to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your password or the password of any User of your Account. You further agree not to use any username, or password of another User of the Site that you are not authorized to use, and not to allow others who are not authorized to do so to use your Account at any time.

4. PURPOSE OF THE SITE AND SITE SERVICES

AfricaBV makes available an online platform with related technology for Users to have access to information related to Africa business and facilitate trade development with Africa. The Site can be used to connect companies doing business in Africa with a network of business intelligence services providers and independent consultants. Subject to the Terms of Service, AfricaBV provides the Site Services to Users, including hosting and maintaining the Site and buying services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE CLIENTS, CONSULTANTS AND BUSINESS INTELLIGENCE SERVICES PROVIDERS ENGAGE WITH EACH OTHER FOR PURPOSE OF OBTAINING SERVICES. AFRICABV CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY ORDER OR SERVICES RESPECTIVELY PLACED OR PERFORMED BY CLIENTS, CONSULTANTS AND BUSINESS INTELLIGENCE SERVICES PROVIDERS, AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY REQUEST OR SERVICES. AFRICABV IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL REQUESTS FOR SERVICES AND SERVICES. ACCORDINGLY, ANY SERVICE AND ACCEPTANCE OF SAME WILL BE MADE OR ACCEPTED AT THE USER'S OWN RISK.

5. PAYMENT METHODS

Users are charged a fee for the use of certain functionalities of the Site. Payments are made through the use of third party provider. In order to use certain Site Services, You must provide account information for at least one valid Payment Method. You hereby authorizes AfricaBV and AfricaBV's third party payment provider to run credit card authorizations on all credit cards provided by Client, to store credit card and banking or other financial details as Client's method of payment for Services, and to charge Client's credit card (or any other Payment Method).By providing Payment Method information through the Site, You represent, warrant, and covenant that: (a) You are legally authorized to provide such information; (b) You are legally authorized to perform payments using the Payment Method(s); and (c) such action does not violate any applicable law.

6. NO RETURN OF FUNDS

AfricaBV operates a no return policy to all products, services purchased through the Site. The User's attention is attracted to the necessity to carefully review the products and services purchased online through the Site

7. US DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site and the Site Services operate in U.S. Dollars. These foreign currency conversion rates adjust regularly based on market conditions. The User, at its sole discretion and risk, may authorize the charge of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site. AfricaBV and AfricaBV's third party payment provider and other Affiliates are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars.

8. RELATIONSHIP WITH AFRICABV

AfricaBV is a facilitation services portal for companies doing business in Africa. AfricaBV is not a party to the dealings between Users of the Site.

You hereby acknowledge and agree that AfricaBV may provide information on the Site about a Consultant, Client or Business intelligence services provider, such as feedback, composite feedback, including a strength or risk score, geographical location, or verification of identity or credentials. However, such information is based solely on data that is voluntarily submitted to AfricaBV and does not constitute and will not be construed as an introduction, endorsement, or recommendation by AfricaBV; AfricaBV provides such information solely for the convenience of Users.

9. COMMUNICATIONS FROM YOU TO AFRICABV

All notices to AfricaBV or our Affiliates intended to have a legal effect must be in writing and send by email to: admin@africabv.com .

10. SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with the Terms of Service, AfricaBV grants you a limited license to access and, if you have created an Account, to use the Site for the purpose of using the Site Services. You must not access (or attempt to access) the Site or Site Services by any means other than the interface provided, and you will not use information from the Site or Site Services for any purposes other than the purposes for which it was made available.

You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Site Services in any way for any public or commercial purpose without AfricaBV's prior written consent. You must not use any content of the Site or Site Services on any other website or in a networked computer environment for any purpose except your own viewing without AfricaBV's prior written consent. You must not frame or link to the Site or Site Services except as permitted in writing by AfricaBV. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law.

You will not access Site Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Site Services. AfricaBV and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The AfricaBV logos and names are trademarks of AfricaBV and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners. Except as

expressly stated in this Agreement, nothing in the Terms of Service confers any license under any of AfricaBV's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

11. USER CONTENT LICENSE

When you post User Content on the Site or through the Site Services or provide AfricaBV with User Content, you represent and warrant that you have the right, power, and authority to post that User Content and grant the licenses specified below. You further represent and warrant that by posting or providing such User Content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your User Content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Content and that AfricaBV may exercise the rights to your User Content granted under the Terms of Service without any liability or obligation for any payment.

You retain all ownership rights in any User Content you post on AfricaBV. To the extent permitted by applicable law, you also grant to AfricaBV and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and AfricaBV's (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, display, and perform such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law.

Notwithstanding the foregoing paragraph, you agree that AfricaBV's Privacy Policy (as may be updated from time to time) governs AfricaBV's collection and use of your personal information and AfricaBV will only use or disclose User Content you post to any non-public area of the Site to the extent necessary to provide Site Services to you as further described in our Privacy Policy.

The licenses to User Content granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Content from the Site, except that you grant AfricaBV and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Content that you have removed or deleted to the extent permitted by applicable law.

You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "**Ideas**"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place AfricaBV under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or

proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, AfricaBV does not waive any rights to use similar or related ideas known or developed by AfricaBV or obtained from sources other than you.

12. UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. You will not access the audiovisual content available on the Site for any purpose or in any manner other than streaming. You agree that you will not: (a) take any action that imposes or we believe may impose (in our sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of AfricaBV and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (g) collect or harvest any personally identifiable information, including Account names, from the Site; (h) access any content on the Site through any technology or means other than those provided or authorized by the Site; or (i) directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services.

Additionally, you agree that you will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any other software, firmware, hardware, computer system, or network of AfricaBV or any third party

13. THIRD-PARTY VERIFICATION

The Site makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of AfricaBV. AfricaBV neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than AfricaBV's authorized employees acting in their official capacities.

14. LINKS AND APPLICATIONS

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their licensors. Your access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. You acknowledge and agree that AfricaBV is not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites. You are responsible for deciding if you want to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

15. SITE UPDATES

We may from time to time in our sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Site Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of the Terms of Service, unless otherwise provided in terms associated with such Update. AfricaBV reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. You agree AfricaBV will not be liable to you or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

16. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. AFRICABV MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED THE OTHER TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AFRICABV DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 17 (TERM AND TERMINATION) STATES USER’S SOLE AND EXCLUSIVE REMEDY AGAINST AFRICABV WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

IF YOU CHOOSE TO USE THE SITE OR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT AFRICABV DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR CORPORATE CHECKS ON ANY USER,

AFRICABV MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. AFRICABV MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES, CLIENTS, CONSULTANTS AND USERS IN GENERAL, THE SERVICES OR THEIR ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY SERVICES OR INFORMATION OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AFRICABV OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY CLIENTS OR CONSULTANTS. AFRICABV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND CONSULTANTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY AFRICABV. AFRICABV EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD PARTY.

17. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND SERVICES AND ANY CONTACT YOU HAVE WITH OTHER USERS OF AFRICABV WHETHER IN PERSON OR ONLINE REMAINS WITH YOU.

AfricaBV is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;

- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL AFRICABV, OUR AFFILIATES, OUR LICENSORS, OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE FROM THE USE OF OR INABILITY TO USE THE SITE OR SERVICES FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFRICABV HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE AGGREGATE LIABILITY OF AFRICABV, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE TOTAL OF THE SUBSCRIPTION FEE PAID BY THE USER, IN THE PAST TWELVE MONTHS PRIOR TO THE DAMAGE. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

18. RELEASE

In addition to the recognition that AfricaBV is not a party to any contract between Users, you hereby release AfricaBV, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity.

19. INDEMNIFICATION

YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS AFRICABV, OUR AFFILIATES, AND OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (EACH AN “INDEMNIFIED PARTY”) FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, LOSSES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND ALL RELATED COSTS AND EXPENSES) ARISING FROM OR RELATING TO ANY CLAIM, SUIT, PROCEEDING, DEMAND, OR ACTION BROUGHT BY YOU OR A THIRD PARTY OR OTHER USER AGAINST AN INDEMNIFIED PARTY RELATING TO: (A) USE OF THE SITE AND THE SITE SERVICES BY YOU OR YOUR AGENTS, INCLUDING ANY PAYMENT OBLIGATIONS INCURRED THROUGH USE OF THE SITE SERVICES AND INCLUDING BUT NOT LIMITED TO ANY INJURIES, DIRECT LOSSES, OR DIRECT DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF THE USE OF THE SITE OR SERVICES; (B) YOUR USER CONTENT; (C) YOUR INTERACTION WITH ANY USER; (D) ANY CONTRACT ENTERED INTO BY YOU OR YOUR AGENTS, INCLUDING, BUT NOT LIMITED TO, THE CLASSIFICATION OF A CONSULTANT AS AN INDEPENDENT CONTRACTOR; THE CLASSIFICATION OF AFRICABV AS AN EMPLOYER OR JOINT EMPLOYER OF CONSULTANT; ANY EMPLOYMENT-RELATED CLAIMS, SUCH AS THOSE RELATING TO EMPLOYMENT TERMINATION, EMPLOYMENT DISCRIMINATION, HARASSMENT, OR RETALIATION; AND ANY CLAIMS FOR UNPAID WAGES OR OTHER COMPENSATION, OVERTIME PAY, SICK LEAVE, HOLIDAY OR VACATION PAY, RETIREMENT BENEFITS, WORKER’S COMPENSATION BENEFITS, UNEMPLOYMENT BENEFITS, OR ANY OTHER EMPLOYEE BENEFITS; (E) FAILURE TO COMPLY WITH THE TERMS OF SERVICE BY YOU OR YOUR AGENTS; (F) FAILURE TO COMPLY WITH APPLICABLE LAW BY YOU OR YOUR AGENTS; (G) NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD BY YOU OR YOUR AGENTS; AND (H) DEFAMATION, LIBEL, VIOLATION OF PRIVACY RIGHTS, UNFAIR COMPETITION, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ALLEGATIONS THEREOF TO THE EXTENT CAUSED BY YOU OR YOUR AGENTS.

20. AGREEMENT TERM AND TERMINATION

The Terms of Service as amended from time to time, will become effective on the later of the Effective Date or your first visit to the Site and will remain in effect for the duration of your use of the Site or Site Services. Unless both you and AfricaBV expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to admin@africabv.com.

Without limiting AfricaBV’s other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or AfricaBV or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. If your Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without AfricaBV’s prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method

If your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the Site. If practicable or required by law, AfricaBV will retain this information along with all your previous posts and proposals for a period of up to five years from the date of closure. However, you understand that any closure of your Account may involve deletion of any content stored in your Account for which AfricaBV will have no liability whatsoever.

21. ENFORCEMENT OF AGREEMENT

AfricaBV has the right, but not the obligation, to suspend or revoke your access to the Site and Site Services if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the Terms of Service or violated our rights or those of another party. Without limiting AfricaBV's other rights or remedies, we may suspend or close your Account, use self-help in connection with our rights to reclaim funds, and refuse to provide any further access to the Site or the Services to you if (a) you breach any terms and conditions of this Agreement or other Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other Users, or AfricaBV.

22. CHOICE OF LAW

These Terms of Service, your use of the Services and any claim will be governed by and construed in accordance with the laws of England, without regard to its conflict of law provisions. . You and we agree to submit to the personal jurisdiction of a state court located in London for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

23. DISPUTE RESOLUTION

Before serving a claim, you agree to first notify AfricaBV of the Claim by email to admin@AfricaBV.com, and AfricaBV agrees to provide to you a notice at your email address on file (in each case, a "Notice") and seek informal resolution of the claim. Any Notice from you must include your name, pertinent account information, a brief description of the claim, and your contact information, so that we may evaluate the claim and attempt to informally resolve the claim. Any Notice from AfricaBV must include pertinent account information, a brief description of the claim, and AfricaBV's contact information, so that you may evaluate the claim and attempt to informally resolve the claim. Both you and AfricaBV will have 60 days from the date of the receipt of the Notice to informally resolve the other party's claim, which, if successful, will avoid the need for further action.

You and AfricaBV agree that any dispute, claim or controversy arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights.

24. ENTIRE AGREEMENT

These Terms of Service, together with any other specific policies and agreements set forth the entire agreement and understanding between you and AfricaBV relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though AfricaBV drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service.

25. COMPLIANCE

User will not violate any applicable foreign, federal, state, or local laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

26. MODIFICATIONS

No modification or amendment to the Terms of Service will be binding upon AfricaBV unless in a written instrument signed by a duly authorized representative of AfricaBV.

27. NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

28. ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without AfricaBV's prior written consent in the form of a written instrument signed by a duly authorized representative of AfricaBV (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). AfricaBV may freely assign or transfer these Terms of Service, at its sole discretion, without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service will inure to the benefit of the successors and permitted assigns of the parties.

29. SEVERABILITY

If and to the extent any provision of these Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

30. FORCE MAJEURE

The parties will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party and which could not have been prevented. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination

31. PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in England. AfricaBV makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable foreign, state, and local laws and regulations, including, but not limited to, export and import regulations. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities.

32. NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given by AfricaBV (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

33. DEFINITIONS

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with AfricaBV.

“Business intelligence services provider” means any vendor of business intelligence service utilizing the Site to advertise or provide services to Clients.

“Client” means any authorized User utilizing the Site to seek and/or obtain Consultant Services from another User or purchase services or products through the Site. From time to time, AfricaBV may act as a Client, and the terms and conditions of this Agreement applicable to Clients will apply to AfricaBV when AfricaBV acts in this way.

“Consultant” means any consultant handpicked by AfricaBV and selected by the Client to perform a task.

“Consultant Services” means all services performed for or delivered to Clients by Consultants.
“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Payment Method” means a valid credit card issued by a bank acceptable to AfricaBV, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as AfricaBV may accept from time to time in our sole discretion.

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

“User Content” means any data, feedback, content, text, photographs, images, video, music, or other information that you post to any part of the Site or provide to AfricaBV.