

# BANTOO CHAT TERMS OF USE

**Effective Date:** 1 January 2025

## 1. Introduction

Welcome to Bantoo Chat! By using our services, you agree to these Terms of Use ("Terms"). Please read them carefully. If you do not agree with these Terms, you may not use Bantoo Chat.

## 2. Eligibility

To use Bantoo Chat, you must:

- Be at least 15 years old (or the minimum age in your jurisdiction).
- Have the legal capacity to enter into a binding agreement.
- Provide accurate and up-to-date information during registration.

## 3. Your Responsibilities

As a user of Bantoo Chat, you agree to:

- Use the app only for lawful purposes.
- Respect the rights of others, including intellectual property and privacy rights.
- Not engage in activities that harm or disrupt the service (e.g., hacking, spamming, or sending malware).

## 4. Prohibited Activities

You may not:

- Use Bantoo Chat to distribute illegal, abusive, or harmful content.
- Misrepresent your identity or impersonate others.
- Engage in fraudulent activities, including unauthorized payments or transactions.
- Reverse-engineer, decompile, or otherwise tamper with the app.

## 5. Intellectual Property

Bantoo Chat and its associated content, features, and technologies are the exclusive property of Bantoo. You may not copy, modify, distribute, or create derivative works based on our intellectual property without prior permission.

## 6. Embedded Finance Features

Bantoo Chat's embedded finance features, including wallet services and payment methods

powered by Bantoo Pay, are provided for your convenience. By using these features, you agree to:

- Adhere to all applicable financial laws and regulations.
- Provide accurate payment information.
- Accept that transactions may be subject to third-party processing fees and local taxes.

## **7. Account Security**

You are responsible for maintaining the confidentiality of your account credentials. Notify us immediately if you suspect unauthorized access or activity on your account.

## **8. Limitation of Liability**

To the extent permitted by law, Bantoo Chat is not liable for:

- Indirect, incidental, or consequential damages arising from your use of the app.
- Loss of data, unauthorized access, or service interruptions.

## **9. Suspension and Termination**

We may suspend or terminate your access to Bantoo Chat if you violate these Terms or engage in prohibited activities. In such cases, you may lose access to your account and associated data.

## **10. Privacy**

Our Privacy Policy explains how we collect, use, and protect your personal data. By using Bantoo Chat, you agree to our Privacy Policy.

## **11. Modifications to Terms**

We may update these Terms periodically to reflect changes in our services or applicable laws. Continued use of Bantoo Chat after updates constitutes acceptance of the revised Terms.

## **12. Dispute Resolution**

For disputes arising from or related to Bantoo Chat, you agree to:

- Attempt resolution through negotiation or mediation before pursuing legal action.
- Submit to the jurisdiction of the International Chamber of Commerce courts in London.

Any dispute, controversy, or claim arising out of or in connection with these Terms or the breach, termination, or validity thereof shall be resolved by binding arbitration in accordance with the International Chamber of Commerce rules, which are deemed to be incorporated by reference into this clause.

The place of arbitration shall be London, and the language of arbitration shall be English language. The arbitration shall be conducted by a panel of three arbitrators, appointed in accordance with the rules of the chosen institution. The arbitration award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction thereof.

### **13. Governing Law**

These Terms are governed by the laws of the International Chamber of Commerce courts in London, without regard to its conflict of law principles.

### **14. Contact Us**

If you have questions or concerns about these Terms, please contact us at:

- **Email:** [support@bantoochat.com](mailto:support@bantoochat.com)
- **Address:** Bantoo Pay Africa, Angre Papaya Djomi, 04 BP 1164, Abidjan 04, Côte d'Ivoire