

Mobi Messenger Terms and Conditions

Last updated: 13th August 2024

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Mobi Messenger SaaS service (the "Service") operated by Mobiverse Solutions Limited ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Service Description

The Service is a bulk messaging solution that enables enterprises to engage their audience with timely and personalized messages, whether it's promotions, alerts, or updates effectively.

The Service allows you to run multiple sms campaigns to various audiences, send single and bulk messages, schedule messages based on key dates, receive delivery reports and so much more. The Service also provides you with analytics and reports on your broadcasts and performance.

The Service is provided on a pay as you go model/prepaid model, and you will be charged according to the plan you choose and the number of messages you broadcast.

License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your own internal business purposes. You may not:

- copy, modify, distribute, sell, or lease any part of the Service or its content;
- reverse engineer, decompile, or attempt to extract the source code of the Service or any software components;
- access or use the Service for any unlawful, fraudulent, or malicious purposes, or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service;
- attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service, through hacking, password mining, or any other means;
- use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission;
- use any device, software, or routine that interferes with the proper working of the Service, or introduce any viruses, worms, trojan horses, or other harmful or destructive elements into the Service;
- use the Service to send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation;
- use the Service to collect, store, or process any personal data or sensitive information without obtaining the necessary consents and complying with the applicable laws and regulations;
- use the Service to infringe or violate the rights of any third party, including but not limited to intellectual property, privacy, or contractual rights;
- use the Service to impersonate or misrepresent your affiliation with any person or entity;
- use the Service to transmit or display any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- use the Service to engage in or promote any illegal or unethical activities.

We reserve the right to terminate your license and access to the Service at any time, without notice, for any reason, including but not limited to your breach of these Terms.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of Mobiverse Solutions Limited and its licensors. The Service is protected by copyright, trademark, and other laws of both Ghana and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mobiverse Solutions Limited.

You acknowledge and agree that any feedback, suggestions, ideas, or other information you provide to us regarding the Service are non-confidential and non-proprietary, and that we have the right to use, disclose, reproduce, modify, adapt, publish, translate, distribute, and display such information, in whole or in part, for any purpose, without any obligation or compensation to you.

You acknowledge and agree that we may use third-party software, libraries, or components in the provision of the Service, and that such software, libraries, or components are subject to their own licenses and terms, which you agree to comply with.

User-Generated Content

The Service may allow you to create, upload, post, send, receive, or store content, such as text, images, audio, video, or other materials and information ("User-Generated Content"). You retain ownership of your User-Generated Content, but you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, and display your User-Generated Content, in whole or in part, for any purpose, without any obligation or compensation to you.

You represent and warrant that:

- you own or have the necessary rights and permissions to use and share your User-Generated Content;
- your User-Generated Content does not violate or infringe the rights of any third party, including but not limited to intellectual property, privacy, or contractual rights;
- your User-Generated Content complies with these Terms and all applicable laws and regulations;
- your User-Generated Content is not unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any User-Generated Content or communications posted via the Service, nor do

we endorse any opinions expressed via the Service. You understand and agree that by using the Service, you may be exposed to User-Generated Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, and that you use the Service at your own risk.

We reserve the right to review, monitor, edit, remove, or disable access to any User-Generated Content, at any time and for any reason, without notice or liability, at our sole discretion. However, we have no obligation to do so, and we are not responsible or liable for any User-Generated Content or its use or misuse by you or any third party.

Links to Other Websites

The Service may contain links to third-party websites or services that are not owned or controlled by Mobiverse Solutions Limited.

Mobiverse Solutions Limited has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Mobiverse Solutions Limited shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Fees and Payments

Service utilization is based on a pay as you go/prepaid model according to the number of messages you send. You agree to pay the fees for the Service using the payment methods we accept.

We may offer free trials, discounts, or promotions for the Service, subject to the terms and conditions we specify. We reserve the right to modify, suspend, or terminate any such offers at any time, without notice or liability.

Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or availability.

We do not warrant that:

- the Service will meet your requirements or expectations;
- the Service will be uninterrupted, timely, secure, or error-free;
- the results or information obtained from the Service will be accurate, reliable, or complete;
- the quality of the Service or any products, services, or content purchased or obtained through the Service will satisfy your needs or expectations;
- any errors or defects in the Service will be corrected.

You acknowledge and agree that your use of the Service is at your sole risk and discretion, and that you are solely responsible for any damage or loss that may result from your use of or reliance on the Service.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall we, our affiliates, directors, employees, agents, suppliers, or licensors be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, revenue, data, goodwill, or other intangible losses, arising out of or in connection with your access to or use of or inability to access or use the Service, or any third-party content, products, or services accessed or obtained through the Service, whether based on warranty, contract, tort, negligence, or any other legal theory, and whether or not we have been advised of the possibility of such damages.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the above exclusions or limitations may not apply to you. In such cases, our liability shall be limited to the greatest extent permitted by applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, directors, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees, including reasonable attorneys' fees, arising out of or relating to your access to or use of or inability to access or use the Service, your violation of these Terms or any applicable laws or regulations, or your infringement or misappropriation of any rights of any third party, including but not limited to intellectual property, privacy, or contractual rights.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with us in defending such claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Governing Law and Jurisdiction

These Terms and any disputes or claims arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Ghana, without regard to its conflict of laws principles.

You and Mobi Messenger agree to submit to the exclusive jurisdiction of the courts of Ghana to resolve any legal matter arising from these Terms or the Service. Notwithstanding this, you agree that we may seek injunctive or other equitable relief in any court of competent jurisdiction.

Changes to the Terms

We may revise and update these Terms from time to time, at our sole discretion. We will notify you of any changes by posting the new Terms on our website or sending you an email. You are advised to review these Terms periodically for any changes.

By continuing to access or use the Service after those changes become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Service.

Miscellaneous

These Terms constitute the entire agreement between you and us regarding the Service, and supersede and replace any prior agreements, understandings, or representations, whether written or oral, regarding the Service.

Our failure to enforce any right or provision of these Terms shall not be considered a waiver of those rights or provisions. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms shall remain in effect.

You may not assign or transfer your rights or obligations under these Terms, by operation of law or otherwise, without our prior written consent. We may assign or transfer our rights or obligations under these Terms, in whole or in part, to any person or entity at any time, with or without notice.

These Terms do not create any partnership, joint venture, employment, or agency relationship between you and us.

Any notices or other communications provided by us under these Terms, including those regarding changes to these Terms, will be given by email or by posting to our website.

Contact Us

If you have any questions or concerns about these Terms or the Service, please contact us at support@mobimessenger.com.