

# Terms and Conditions JOKKO B.V.

Welcome at JOKKO B.V. (**JOKKO**). JOKKO provides JOKKO Africa, a mobile app providing an online identification & communication tool for the professional community (our **Users**) across Africa (the **Platform**). Our aim is to provide you with a Platform that will strengthen your online professional presence, your professional network, and consequently improve your access to knowledge, career-related opportunities, and support your overall career development as a professional. You can find more information about our Services on our website [www.jokko.app](http://www.jokko.app) (the **Website**) and our online application (the **App**). The Platform, Website and App will together be referred to as the **Services**.

These terms and conditions (the **Terms**) apply to the relationship between JOKKO and its Users for any use of the Services. JOKKO offers use of the Services under the condition that User accepts these Terms.

## 1 Definitions

- 1.1 **Account:** personal account that every User gets after registration. Through the Account, Users can use the Platform.
- 1.2 **JOKKO:** JOKKO B.V., a limited liability company incorporated under the laws of the Netherlands. The company is registered with the Dutch Chamber of Commerce under registration number 77112024. The company's registered office is at Amsteldijk 16, 21074 HR in Amsterdam. JOKKO is also referred to as **us** and **we**.
- 1.3 **Platform:** the Platform JOKKO has developed, on which the Users can set up a professional account and join the online JOKKO community of professionals.
- 1.4 **User:** an individual private person making use of the Platform. Also referred to as **you**.

## 2 Registration and Account

- 2.1 JOKKO's aim is to provide a professional networking platform for professionals within the African territory. No payment is required for the use of the Platform.
- 2.2 The Platform is available for natural persons only. Persons registering on the Platform should be at least 18 (eighteen) years old.
- 2.3 Users of the Platform need to be related to a community in the African territory, whereas they live and/or work in the African territory.
- 2.4 To use the Platform, you have to register and create an Account. You can sign up with your email address, name, and the other information as indicated in our Privacy Policy.
- 2.5 Only Users can interact inside the mobile app platform. Nonetheless, a User is able to share their own URL link that displays the information found on their Account with other people outside of the Platform.
- 2.6 You agree to provide complete and accurate information for all use of the Platform. You agree to promptly update your Account, including your email address and phone number, so that we can contact you if needed.
- 2.7 If you create an Account, you will be asked to provide a password to access your Account. Choose a password that is [at least 8 (eight) characters long and includes letters and numbers] and is not used for other services.
- 2.8 You must protect the login details of your Account and keep your password strictly secret. We may assume that all actions taken from your Account are done by you or under your supervision.

### **3 Availability of the Platform, disclaimer of warranties**

- 3.1 The Platform is available on (handheld) mobile devices running [e.g. Android Operating Systems]. JOKKO will use reasonable efforts to make the Platform available at all times. However, User acknowledges the Platform is provided over the internet and mobile networks and thus the quality and availability of the Platform may be affected by factors outside JOKKO's reasonable control.
- 3.2 JOKKO does not accept any responsibility whatsoever for unavailability of the Platform, or any difficulty or inability to download or access content or any other communication system failure which may result in the Platform being unavailable.
- 3.3 JOKKO will not be responsible for any support or maintenance for the Platform.
- 3.4 To the maximum extent permitted by law, JOKKO hereby disclaims all implied warranties with regard to the Platform. The Platform is provided "as is" and "as available" without warranty of any kind.
- 3.5 The version of the Platform may be upgraded from time to time to add support for new functions and services.

### **4 Rules of conduct**

- 4.1 As a condition of use, User agrees not to use the Platform for any purpose that is prohibited by these Terms. User is responsible for all its activity in connection with the Platform. Additionally, User shall abide by all applicable local, state, national and international laws. By way of example, and not as a limitation, User shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Platform that:
  - 4.1.1 infringes any patent, trademark, trade secret, copyright, right of publicity or other (intellectual property) right of any other person or entity (including JOKKO) or violates any law or contractual duty;
  - 4.1.2 you know is false, misleading, untruthful or inaccurate;
  - 4.1.3 is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by JOKKO after being informed about this;
  - 4.1.4 constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
  - 4.1.5 other than appropriate use of an Add-to Link, involves commercial activities (whether or not for profit) and/or sales without JOKKO's prior written consent;
  - 4.1.6 contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of JOKKO or any third party;
  - 4.1.7 impersonates any person or entity, including any employee or representative of JOKKO;
  - 4.1.8 includes anyone's identification documents or sensitive financial information; or
  - 4.1.9 breaches these Terms of Use and/or any of the other policies and rules incorporated herein.
- 4.2 Furthermore, User shall not (directly or indirectly):
  - 4.2.1 take any action that imposes or may impose an unreasonable or disproportionately large load on JOKKO's (or its third-party providers') infrastructure;
  - 4.2.2 interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform;
  - 4.2.3 bypass any measures JOKKO may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform);
  - 4.2.4 use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform;
  - 4.2.5 modify, copy, mirror, scrape, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Platform and his content, except as expressly authorized by JOKKO;
  - 4.2.6 otherwise take any action in violation of JOKKO's guidelines and policies.

## 5 **User generated content**

- 5.1 The information and data on the Platform is partly User Generated. JOKKO has no influence on the data and information that is uploaded by or transmitted between Users on the Platform. Therefore, JOKKO is not liable for this data and information. JOKKO is also not liable for any data or information that is incomplete or inaccurate as a result of such transmission or that is transmitted wrongly.
- 5.2 JOKKO will not monitor the content uploaded or shared on the Platform. However, JOKKO may remove content and information from the Platform if we are notified that the content or information is unlawful, violating these Terms or is otherwise inappropriate.
- 5.3 Any User can report (content uploaded or shared by) another User, allowing JOKKO to address issues with the reported User on an individual basis.

## 6 **Privacy**

- 6.1 We at JOKKO respect your privacy. We comply with the General Data Protection Regulation (the **GDPR**) and other relevant privacy legislation. When you make use of our Services, we will collect certain personal data from you to allow proper use of the Services. In our Privacy Policy you can read which personal data we collect and for what purposes. JOKKO acts as a Controller within the meaning of the GDPR. You can find our privacy policy on [\[link\]](#).

## 7 **Intellectual Property**

- 7.1 JOKKO is the exclusive owner of all intellectual property rights vesting in and relating to the Services, such as – but not limited to – patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know how, property rights and processes (**Intellectual Property Rights**). JOKKO is also the exclusive owner of all Intellectual Property Rights vesting in and relating to the other services and information offered by JOKKO including but not limited to: the Website, the App, files and materials.
- 7.2 JOKKO grants its Users a personal, non-transferable, non-sublicensable, royalty-free and non-exclusive license to install and use the Services. Users are not allowed to sell, distribute, sublicense or access the content of the Services in any other way. User is explicitly not permitted to make public, to modify, to download, to copy or to reproduce otherwise any information provided by JOKKO, without the prior written consent of JOKKO.
- 7.3 If User does not (longer) fulfil its obligations under these Terms, JOKKO can withdraw all licenses to use the Platform and Services without a notice of default in advance being necessary.

## 8 **Liability**

- 8.1 JOKKO is not liable to you for any damage you suffer as a result of the use of the Services or the content provided thereon. For example, JOKKO is not liable for:
- the actions or inactions of Users;
  - the situation where User's mobile device is stolen and any third party subsequently makes use of User's Account;
  - failure to meet any of JOKKO's obligations under these Terms where such failure is due to events beyond JOKKO's control (for example a network failure);
  - any damage or alteration to User's equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Services;
  - for damage of User that occurs due to the fact JOKKO assumed incorrect or incomplete information of that User.
- 8.2 Nothing in these Terms shall exclude or limit JOKKO's liability which cannot be excluded or limited under applicable law.

## 9

### Indemnification

9.1 Users will indemnify, defend, and hold JOKKO harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims regarding:

9.1.1 any injury or damages resulting from behaviour of User related to the use of our Services; and

9.1.2 breach by User of these Terms or violation of any applicable law, regulation or order.

## 10

### Miscellaneous

10.1 These Terms represent the entire understanding and agreement between JOKKO and User with respect to the use of the Services.

10.2 JOKKO reserves the right to change these Terms. When we change these Terms in a significant way, we will post a notification on our Website and/or Platform along with the updated Terms. We will also notify you via the App, and request you to accept the updated Terms before you can continue to use the App. By continuing to use the App, Website and/or our services, you acknowledge the most recent version of these Terms.

10.3 If JOKKO does not enforce (parts of) these Terms, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.

10.4 User cannot transfer his rights and obligations under these Terms to third parties.

10.5 JOKKO can assign and/or transfer all rights and obligations under these Terms to a third party, without consent from the User being required.

10.6 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

## 11

### Applicable law and jurisdiction

11.1 These Terms shall be governed by and construed in accordance with the laws of the Netherlands.

11.2 All disputes resulting from or arising in connection with these Terms shall be exclusively submitted to the competent court of Amsterdam, the Netherlands, unless the dispute can be settled in an amicable fashion or in case of contradiction with mandatory law.

## 12

### Complaints, comments and suggestions

12.1 JOKKO strives to provide you optimal service. Please let us know if you have a complaint, comment or suggestion. You can contact us via the contact details below or via the contact form on the Website. JOKKO will endeavour to respond to messages within [10 (ten)] working days.

**JOKKO B.V.**

Amsteldijk 16

1074 HR Amsterdam

The Netherlands

**E-mail address:** [info@jokko.app](mailto:info@jokko.app)

**Chamber of Commerce** number: 77112024

**VAT number:** [NL.8609.04.489B01]