

## **TERMS OF USE – XABA PLATFORM AND SERVICE(S)**

**PLEASE CAREFULLY READ THESE TERMS OF USE. BY USING THIS PLATFORM AND SERVICE(S) YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE XABA PLATFORM AND SERVICE(S).**

### **1. ACCEPTANCE:**

The Xaba Platform is owned and powered by Seven Seas Technologies Limited, a limited liability company incorporated in the Republic of Kenya with its registered office at Block 1, Delta Riverside Office Park, Riverside Drive, Nairobi and of P.O. Box 14462 – 00800 Nairobi, Kenya or any of its successors, legal representatives and assigns (hereafter 'SST'). Xaba Platform and/or Service(s) shall include the Xaba Platform and/or Service(s) that can accessed via web at xaba.org or any other integrated domain(s) (including any sub-domains unless expressly excluded by their own terms and conditions) or via mobile access or any other integrated mobile service or by any other form whether web, electronic, mobile, USSD, or paper form or any data or information relating to the Xaba platform collectively the Xaba Platform and/or Service(s) hereafter referred to as the 'Platform and/or Service(s) '.

The Platform and/or Service(s) are provided to you subject to these Terms of Use (these "**Terms**"). For the purpose of the Terms and wherever the context so requires, the terms 'you' and "your" shall mean any person who uses the Platform and/or Service(s) in any manner whatsoever including persons browsing the Platform and/or service(s), its content, posting information comments or any content or responding to any advertisements information or content on the Platform and/or Service(s). By using the Platform and/or Service(s), you agree to comply with these Terms as amended from time to time. Additionally, when using any Platform and/or Service(s), you agree to conform to any applicable guidelines for such Platform and/or Service(s), which may change or be updated from time to time at SST's sole discretion. You understand and agree that you are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto or become unhappy with the Platform and/or the Service(s) in any way, your only choice is to immediately discontinue use of the Platform and/or the Service(s). These Terms may be updated by SST at any time at its sole discretion. SST may send you notices of changes to the Platform and/or Service(s) or the Terms. SST may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is for your convenience only and that the English version governs the terms of your relationship with SST, the Platform or the Service(s). Furthermore, if there are any inconsistencies between the English version of the Terms and any translation, the English version of the Terms shall prevail.

## 2. **DESCRIPTION OF SERVICE AND CONTENT:**

Xaba Platform and service(s) is a value creation Platform and service(s) for the labor ecosystem that seeks to establish commercial partnerships between product owners, employers, workers and other users. Although you may be able to conduct payment, advertise/buy products or services, contact providers of goods or services, source for workers/employment opportunities, obtain information/data and other transactions through the Platform and service(s), SST is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that SST is not a party to such transactions, has no control over any element of such transactions, and shall have no liability towards any party in connection with such transactions. You use the Platform or the Service(s) at your sole risk and responsibility.

You understand that SST does not guarantee accuracy of data/information and is not responsible for advertisements, campaigns, information, messages between users, including without limitation e-mails or chats or other means of electronic communication, whether through the Platform and Service(s) or another Third Party Platform and Service(s) (defined below) or the competence, skills, output, credibility or quality of persons or products, availability of persons, products or services listed on the Xaba Platform and/or Service(s), comments, user postings, files, images, photos, video, sounds, information/data/reports or any other material sourced/made available through the Platform and/or Service(s) ("**Content**"), and that by using the Platform and Service(s) , you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will SST be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content procured, listed, or otherwise made available via the Platform and/or Service(s). You acknowledge and agree that SST is not obliged to pre-screen or approve any Content, but that SST has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Platform and/or Service(s), for violating these Terms and such violation being brought to SST 's knowledge or for any other reason or no reason at all. Furthermore, the Platform and Service(s) and Content available through the Platform and Service(s) may contain links to other third party platforms/websites ("**Third Party Platforms/Websites** "), which are completely unrelated to SST. If you link to Third Party Platforms/Websites, you may be subject to those Third Party Platforms/Websites' terms and conditions and other policies. SST makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Platforms/Websites, and your linking to any other Platforms/websites is completely at your own risk and SST disclaims all liability thereto.

You acknowledge and agree that you are solely responsible for verifying the Content posted on, transmitted through, or linked to the Platform and/or Service(s) relating to you or third parties and the consequences of using, posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, that is uploaded on your behalf, or otherwise made available via the Platform and/or Service(s). In connection with such Content posted on, transmitted through, or linked from the Platform and/or Service(s) by you, you affirm, acknowledge, represent, warrant and covenant that: (i) you own or have and shall continue to, for such time the Content is available on the Platform and/or service(s), have the necessary licenses, rights, consents, and permissions to use such Content on the Platform and/or Service(s) (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorize SST to use such Content to enable inclusion and use of the Content in the manner contemplated by the Platform and Service(s) and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Platform and/or Service(s) and these Terms.

By accepting these terms or submitting any Content on the Platform and/or service(s), you hereby grant to SST an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Platform and/or Service(s) and SST 's business, including without limitation for the purpose of promoting and redistributing part or all of the Platform and/or Service(s) and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by SST in order to offer the services relating to the/your Content. In addition, you agree to and do hereby grant to SST all rights necessary to permit or deny any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Platform and/or Service(s) by any party for any purpose. You also hereby grant each user of the Platform and/or Service(s) a non-exclusive license to access your Content through the Platform and/or Service(s) (this license excludes scrapping cases and any other possible use with commercial purposes). The foregoing license to each user granted by you terminates once you or SST remove or delete such Content from the Platform.

SST does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and SST expressly disclaims any and all liability in connection with user Content. SST does not permit copyright infringing activities and infringement of intellectual property rights on the Platform and/or services, Website, and SST may, at its sole discretion, remove any infringing Content. SST

reserves the right to remove any Content without prior notice. SST may also terminate a user's access to the Platform and/or Service(s), if they are determined to be indulging in any act contrary to these Terms. Further, at its sole discretion, SST reserves the right to decide whether any Content is appropriate and complies with these Terms.

### **3. CONDUCT :**

You agree not to post, host, display, upload, modify, publish, transmit, update or share any information on the Platform and/or Service(s), or otherwise make available Content:

- i. that violates any law or regulation;
- ii. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant SST all of the license rights granted herein;
- iii. that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
- iv. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
- v. that harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- vi. that violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.
- vii. that includes personal or identifying information about another person without that person's explicit consent;
- viii. that impersonates any person or entity, including, but not limited to, an SST employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- ix. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- x. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch" offer;

- xi. that constitutes or contains "pyramid schemes", "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," or unsolicited advertisements of a commercial nature;
- xii. that constitutes or contains any form of advertising or solicitation if posted in areas or categories of the Platform and/or Service(s) which are not designated for such purposes; or sent to Xaba users who have requested not to be contacted about other services, products or commercial interests;
- xiii. that includes links to commercial services or Third Party Platforms/Websites, except as specifically allowed by SST ;
- xiv. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;
- xv. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
- xvi. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Platform and/or Service, or that otherwise negatively affects other users' ability to use the Platform and/or Service; or
- xvii. that employs misleading contacts or email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Platform and/or Service.

Additionally, you agree not to:

- i. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a third party Platform and/or Service(s) or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
- ii. make any libelous or defamatory comments or postings to or against anyone;
- iii. collect personal data about other users or entities for unlawful purposes;
- iv. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Platform and/or Service(s).
- v. attempt to gain unauthorized access to computer systems owned or controlled by SST or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Platform and/or Service(s).
- vi. use any form of automated device or computer program that enables the use of SST 's "flagging system" or other community control systems without each flag being manually

- entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation; or
- vii. use any automated device or software that enables the submission of automatic postings on SST without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals.
  - viii. Any Content uploaded by you shall be subject to relevant laws and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Xaba platform and/or service(s), we may terminate your access to the Platform and/or service(s) and we reserve the right to remove any non-compliant Content uploaded by you.

#### **4. CHARGES:**

You agree to pay all applicable fees/charges for use or access of the Platform and/or service(s) together with the applicable taxes. Fees/charges paid are non-refundable save for instances where there is a system error in charging.

#### **5. ACCESS TO THE SERVICE:**

SST grants you a limited, revocable, non-exclusive license to access and use the Platform and/or Service(s). This license granted herein does not include any collection, aggregation, copying, duplication, display or derivative use of the Platform and/or Service(s) nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by SST or as otherwise set forth in these Terms. The license set forth in this Section permits you to display on your website, or create a hyperlink thereto, individual postings on the Platform and/or Service(s) so long as such use is for non-commercial and/or news reporting purposes only. SST may limit the amount of postings displayed on or linked to your platform/website. Use of the Platform and/or Service(s) beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Platform and/or Service(s) or any Content made available via the Platform and/or Service(s) for other purposes (including commercial purposes) not stated herein, you must first obtain a license from SST.

## **6. NOTIFICATION OF CLAIMS OF INFRINGEMENT:**

If you are an owner of intellectual property rights or an agent who is fully authorized to act on behalf of the owner of intellectual property rights and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorized to act, you may submit a notification to SST together with a request to SST to delete the relevant Content in good faith. The notification and the request must contain the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the intellectual property rights claimed to have been infringed, or, if multiple intellectual property rights at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the Content (by means of data or communication link, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit SST to locate the material;
- iv. Information reasonably sufficient to permit SST to contact you, such as an address, telephone number, and an electronic mail address;
- v. A signed statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right-owner, its agent, or the law;
- vi. A signed statement that the intellectual property-owner hold SST harmless from any claim of any third party in connection with the removing by SST of the relevant content;
- vii. A signed statement that the information in the notification is accurate and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- viii. Notifications must be sent to [support@xaba.org](mailto:support@xaba.org).

## **7. INTELLECTUAL PROPERTY RIGHTS:**

You acknowledge and agree that the information and material on the Platform and/or Service including without limitation, the data, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Materials") and the trademarks, service marks and logos contained therein ("Marks"), are owned by SST, and are subject to copyright and other intellectual property rights. In connection with the Platform and/or Service(s), the Platform and/or Service(s) may display certain intellectual property data, information and generally materials as defined herein

belonging to third parties. Use of this data, information and materials may be subject to license granted by third parties to SST. You shall, in no event, reverse engineer, decompile, or disassemble such goods and nothing herein shall be construed to grant you any right in relation to such data, information or materials. Data, information and materials on the Platform and/or Service(s) are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. SST reserves all rights not expressly granted herein to the Platform and/or Service(s) and the Materials. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Platform and/or Service(s) for any commercial purposes. Any reproduction, modification, creation of derivative works from or redistribution of the Platform and/or Service(s), the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Platform and/or Service(s), the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.

#### **8. USER SUBMISSION:**

You understand that when using the Platform and/or Service(s), you will be exposed to Content from a variety of sources, and that SST is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, defamatory or libelous and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SST with respect thereto.

#### **9. INDEMNITY:**

You agree to defend, indemnify and hold harmless SST, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (ii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iii) any claim that your Content caused damage to a third party. This defence and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Platform and/or Service(s).



## **10. NO SPAM:**

You understand and agree that sending unsolicited communications to the Xaba Platform and/or service(s) or SST email address or through SST computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time SST may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the SST e-mail system. Any communication between yourself and any other user utilizing the communication features available on the Platform and/or Service(s) may be used only in accordance with the Terms. Any unauthorized use of SST computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

## **11. DEALINGS WITH ORGANIZATIONS AND INDIVIDUALS:**

You acknowledge and agree that SST shall not be liable for your interactions with any organizations and/or individuals on the Platform and/or Service(s) or through the Platform and/or Service(s). This includes, but is not limited to, engagement of individuals from the Platform and/or Service(s), the quality or availability, consistency, reliability of service offered by individuals and entities, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. You agree and acknowledge that SST shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. In the event that you have a dispute with one or more other users, you hereby release SST, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Platform and/or Service(s).

## **12. LIMITATION AND TERMINATION OF SERVICES:**

You acknowledge and agree that SST may establish limits from time to time concerning use of the Platform and/or Service(s) including among others, the maximum number of days that Content will be maintained or retained by the Platform and/or Service(s), the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Platform and/or Service(s), and the frequency with which you may access the Platform and/or Service(s). You acknowledge and agree that SST has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Platform and/or the Service(s). You acknowledge and agree that SST reserves the

right at any time to modify or discontinue the Platform and/or Service(s) (or any part thereof) with or without notice, and that SST shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Platform and/or Service(s). You acknowledge and agree that SST, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Platform and/or Service(s) (or any part thereof), immediately and without notice, and remove and discard any Content within the Platform and/or Service(s), for any reason or no reason at all. Further, you agree that SST shall not be liable to you or any third-party for any termination of your access to the Platform and/or the Service(s).

**13. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY:**

You expressly acknowledge and agree that use of the Platform and/or Service(s) is entirely at your own risk and that the Platform and/or Service(s) are provided on an "as is" or "as available" basis, without any warranties of any kind. all express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. to the fullest extent permitted by law, SST, its officers, directors, employees, agents, subsidiaries and related parties disclaim all warranties, express or implied, in connection with the Platform and/or Service(s) and your use thereof. SST makes no warranties or representations about the accuracy or completeness of the platform and/or service(s) content or the content of any third party platforms/websites linked to the platform and/or service(s) and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the platform and/or service(s), (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the platform and/or service, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the platform and/or service(s) by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the platform and/or service(s). SST does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the platform and service(s) or any hyperlinked platform and service(s) or featured in any banner or other advertising, and SST will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

In no event shall SST , its officers, directors, employees, or agents, subsidiaries or related party's be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if SST has been advised of the possibility of such damages), resulting from any aspect of your use of the platform and service(s) , including without limitation whether the damages arise from use or misuse of the platform and/or service(s), from inability to use the platform and/or service(s), or the interruption, suspension, modification, alteration, or termination of the platform and/or service(s). Such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Platform and/or Service(s) or any links on the Platform and/or Service(s), as well as by reason of any information, opinions or advice received through or advertised in connection with the Platform and/or Service(s) or any links on the SST site. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that SST shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you. SST makes no representations or warranties that the Platform and/or Service(s) is appropriate for use in other locations. Those who access or use the Platform and/or Service(s) from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

**14. ASSIGNMENT:**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SST without restriction. Any assignment or transfer by you shall be null and void.

**15. ABILITY TO ACCEPT TERMS OF PLATFORM OR SERVICE:**

This Platform and/or Service(s) are intended only for adults and that you are eligible to contract as per applicable laws. If you are using/accessing this Platform and/or Service(s) as a representative of any person/entity, you acknowledge that you are legally authorised to represent that person/entity. Minors are only allowed to access the Platform and/or Service(s) and use the Platform and/or Service(s), in the event of approval of their legal representatives or in the event that it concerns an act or a transaction that is usual and acceptable standard in ordinary palace and practice. You affirm that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

**16. GENERAL:**

These Terms and the other policies posted on the Platform and/or Service(s) constitute the complete and exclusive understanding and agreement between you and SST and govern your use of the Platform and/or Service(s) superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. The Terms and the relationship between you and SST shall be governed by the laws of the Republic of Kenya without regard to its conflict of law principles. Any claim you may have against SST must be submitted to the exclusive jurisdiction the courts located within the Republic of Kenya. The failure of SST to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision. If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. You agree that any cause of action brought by you and arising out of or related to your use of the Platform and/or Service(s) must commence within a reasonable time and in any event within one (1) year after the cause of action accrues. These Terms shall inure to the benefit of and be binding upon each party's successors.

**17. VIOLATION OF TERMS/CONTACT US:**

Please report any violations of the Terms that you become aware of by contacting us at [support@xaba.org](mailto:support@xaba.org)