

# DAMASPAY TERMS AND CONDITIONS

Welcome to the Damaspay website. The following terms and conditions govern your use of this site. By accessing, viewing, or using the material on this site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you are not granted permission to use the site and should exit immediately. You also agree that DACOTECH COMPANY LTD has the right to terminate your access to the site at any time and for any reason without providing notice to you, should Damaspay determine you violated any of the terms and conditions set forth herein.

DAMASPAY reserves the right to change the terms and conditions under which this site is offered. These changes are effective immediately upon posting. You are responsible for regularly reviewing these terms and conditions. Your continued use of this site constitutes your agreement to all such terms and conditions.

## **Links to Third Party Sites**

This site may contain links to third-party websites. The linked sites are not under the control of Damaspay API. DACOTECH COMPANY is not responsible for the content of any linked site and makes no representations regarding the content or appropriateness of content on such sites. Damaspay API does not promote, endorse or have any affiliation with any other linked site or linked site owner unless expressly stated on API's website. When you access a linked site from this site, you leave this site and you do so at your own risk. You are responsible for viewing and complying with the terms and conditions of use posted on the linked site.

Any commercial transactions or business activities between you and third parties (including advertisers) included in those sites are solely between you and the third party and API shall not be responsible or liable for any part of such dealings or promotions.

## **Third-Party Websites Seeking to Link with Damaspay API Site**

- . You may link to Damaspay API site, provided that you comply with the following restrictions:
- . You do not create a browser or border environment around the API content.
- . You do not imply that API is endorsing your site or your products.
- . You do not misrepresent your relationship with API, its employees, members, officers or directors.
- . You do not present false information about API, its employees, activities, or members.
- . You do not display API's name, logo, trademark, or other identifier on your site without API's express written authorization.
- . You do not remove, conceal, or obliterate any copyright or other proprietary notice, source identifier, or credit line.

. You do not link from a website that could be construed as distasteful or offensive, obscene, defamatory, libelous, misleading, or is being used for illegal purposes.

. You do not link from a website that infringes upon any intellectual property or other right of any entity or person.

If in the opinion of API you violate any of these restrictions, you agree to immediately remove API's link from your site.

### **Phone and Text Communications**

Damaspay may communicate with you by phone (e.g., text message) from time to time for informational purposes, such as our Energy Citizens initiative. Damaspay of DACOTECH COMPANY may send up to four (4) messages per month and message and data rates apply. It is your right to stop receiving texts any time you choose and to only receive relevant and wanted text communications. You can unsubscribe from our text list at any time and for any reason by replying STOP to any text you have received from DACOTECH. For more information or to contact Dacotech, please see our website. Please be aware that T-Mobile is not liable for delayed or undelivered messages.

### **Legal Compliance**

As a condition of your use of this site, you agree not to use the site for any purpose that is unlawful or prohibited under these terms and conditions. You agree that you are solely responsible for:

- (i) your compliance with all applicable laws and regulations, and
- (ii) monitoring any modifications to applicable laws. You agree you will not use this site to export, re-export or disclose any product or technical data contrary to the laws and regulations of Cameroon, or to any country, entity or other party which is ineligible to receive such items under Cameroon laws and regulations, including regulations of the Cameroons Department of Commerce or the Cameroon Department of the Treasury.

### **Access to Secure Areas**

You agree that you will not attempt to access password protected and/or secure areas of this site, if any, unless you are an authorized user. If you are an authorized user, you agree not to assist third parties in obtaining access to these areas without Damaspay API's express written authorization.

### **Submissions and Postings**

This site may contain bulletin board services, chat areas, forums, and/or other message facilities designed to enable you to communicate with others or with Damaspay API. You agree that nothing submitted by you to this site shall contain any material that: Defames, abuses, harasses, or threatens others.

- Contains any inappropriate, defamatory, obscene or unlawful topic, name, material or information.

- Infringes any intellectual property or other property right of any entity or person, including, but not limited to violating anyone's copyrights, trademarks, or confidential information.
- Violates any laws or regulations including, but not limited to, federal and state antitrust and privacy laws.
- Contains viruses or similar programs that may damage the operation of another's computer or property.
- Advertises or offers to sell or buy any goods or services for any business purpose unless specifically authorized by API.
- Uses a false identity for the purpose of misleading others.
- Deletes any copyright or proprietary notice other designations that identify the source or origin of any materials.
- Contains any material posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.

By posting materials, you warrant and represent that you own the copyright to such materials, have received permission from the copyright owner, or that the material is in the public domain. You further represent and warrant that you have the full and unencumbered right to post such materials and that the posting will not infringe upon any rights of others. You grant API and users of the site a non-exclusive, irrevocable, royalty free license to display, copy, transmit, print and use this information in any manner.

You acknowledge that you are responsible for the legality, accuracy, and appropriateness of the materials that you submit. Although Damaspay API has no obligation to monitor these materials, Damaspay API reserves the right to review materials that are posted on the site and has the right to terminate your access to the site at any time and for any reason without providing notice to you. Damaspay API reserves the right to remove, edit, or refuse to post any information that it deems inappropriate.

You agree that Damaspay may disclose any information involving you (including your identity) if Damaspay believes that there is a violation of law or in response to any applicable law, regulation, legal process or government request.

### **Claims of Copyright Infringement**

Anyone who believes that DAMASPAY-API has used their work on the site in a manner that constitutes copyright infringement should send a notice to the API at the address listed below. The notice should contain the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of a work in question;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing and information reasonably sufficient to permit API to locate the material;

The address, telephone number, and, if available, an email address at which the complaining party may be contacted;

A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Copyright infringement claims and notices should be sent to DAMASPAY by email to:

[support@dacotechcompany.com](mailto:support@dacotechcompany.com)

### **Indemnification**

You agree to indemnify and hold DACOTECH, its officers, members, and employees harmless from any claims, demands, or damages, including attorney fees, asserted by any third party due to or arising out of your use of or conduct on the site.

### **Disclaimer of Warranty and Liability**

Damaspay API makes no representations about the reliability, accuracy, suitability, or security, including a lack of viruses, of the information, software, products, services and related graphics contained in the site. all information, software, products, services and related graphics are provided "as is" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Damaspay API shall not be liable for any direct, special, indirect, incidental, consequential, or punitive damages, including without limitation, lost revenues or lost profits, which may result from the use of, access to, or inability to use these materials. any liability of API to you based on any cause of action shall be limited to a maximum total of \$100.

### **Force Majeure**

You agree that Damaspay API will not be liable for any loss resulting from a cause over which Damaspay API does not have direct control, including but not limited to the failure of electronic or mechanical equipment, communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, strikes, wars, or government/judicial restrictions.

## **Legal Advice**

Nothing contained in this site is intended as, nor shall be construed as legal advice, guidance, or interpretation. No attorney-client relationship is established between Damaspay API and you by your use of this site. The information provided on this site is for general educational purposes only and specific questions about any law, statute, or regulation should be directed to an attorney with expertise in the area.

## **Jurisdiction**

API controls and operates this site from Washington D.C., United States of America. These Terms & Conditions will be governed by and construed in accordance with the laws of the District of Columbia, without reference to its choice of law rules. By accessing, viewing, or using the material on this site, you consent to the jurisdiction of the federal and local courts presiding in Cameroon and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Damaspay API makes no representation that materials on the site are appropriate for use in other countries and access to them from countries where the content is illegal is prohibited. You are responsible for complying with applicable local laws that regulate the content of this site.

## **Language**

It is the express will of the parties that these Terms & Conditions and all related documents have been drawn up in English.

## **Miscellaneous**

As a condition of your use of this site, you agree not to use the site for any purpose that is unlawful or prohibited by these Terms & Conditions.

Use of the site by you is unauthorized in any jurisdiction that does not give effect to all provisions contained in these Terms & Conditions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Damaspay API as a result of these Terms & Conditions.

If any part of these terms and conditions is held to be invalid or unenforceable for any reason including, but not limited to, the warranty disclaimers and liability limitations specified above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms & Conditions will remain in full force and effect.

A printed version of these Terms & Conditions shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms & Conditions constitute the entire agreement between you and API with respect to your use of the site. You acknowledge that, in providing you access to and use of the site, API has relied on your agreement to be legally bound by these Terms & Conditions.

