

Terms & Conditions

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by admin Tuesday, August 17, 2021 - 02:36 comments

FirstBaze
&
FirstBaze Media, Marketing and Events TRaC
Firstbaze Community Impact Initiative

Service Terms and Conditions

If you use the Service you agree to be bound by the following terms and conditions ("Conditions") and our Privacy Policy. You must take the time to read and understand these Conditions before you register for the Service. By registering for the Service you accept that you are entering into a contract with us governed by the Conditions. If you do not accept the Conditions you must not use the Service. These Conditions are intended to help protect the Service, our customers and other Internet users from illegal and/or irresponsible activities. It is your responsibility to ensure that you comply with all applicable provisions of these Conditions.

In these Conditions "we", "us" and "our" means FirstBaze and any group or company of Trilon Business Solutions Limited; and "you" and "your" means you the customer.

When you register with us you must accurately fill out all the registration details and tell us without delay of any changes. You may be required to supply additional information in connection with the Service. You agree to provide true, accurate and complete information when requested by us and you agree not to misrepresent your identity or personal information. Accurate information is necessary for us to deliver the Service to you.

1. Content

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content") whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not us, are entirely responsible for all Content that you upload, download, post, e-mail or otherwise transmit via the Service. We do not control the Content uploaded, downloaded, posted, e-mailed or otherwise transmitted via the Service and, as such, do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to

Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of the Service or any Content uploaded, downloaded, posted, e-mailed or otherwise transmitted via the Service.

Some Content may not be suitable for children. Internet access by children must be supervised by an adult.

Notwithstanding that you, and not us, are entirely responsible for all Content that you upload, download, post, e-mail or otherwise transmit via the Service, we may, but shall have no obligation to, remove Content that is available via the Service, including without limitation Content that we determine in our sole discretion to be unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or other proprietary rights or these Conditions. Further, under no circumstances do we have any obligation to check the accuracy or truthfulness of any Content, nor to monitor any use of the Service.

2. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. As we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, products, information or other materials on or available from such sites or resources. You further acknowledge and agree that we 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, information, goods or services available on or through any such site or resource. Where you use the Service to reach networks and services not operated by us you will abide by the acceptable use policies, privacy policies and any other terms and conditions imposed by the operators of those networks and services.

Access to third part services such as [Google Maps or other Google Applications](#) requires that you accept such services Terms and

Conditions, which you are advised to read by following the above link.

3. Your Conduct

When using the Service you may not:

- a. Upload, download, post, e-mail or otherwise transmit any material or content which: (i) is unlawful, harmful, sadistic, cruel, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, bigoted, or racially, ethnically or otherwise objectionable; (ii) you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (iii) infringes any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity; (iv) consists of unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (v) harms, or attempts to harm, or is likely to harm minors in any way; (vi) contains software viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt, deny, damage, destroy or limit the functionality of any computer software or hardware or communications equipment; (vii) disrupts the normal flow of dialogue in a chat room, engage in "flaming", or cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (viii) does anything which may directly or indirectly interfere with or disrupt the Service or servers or networks connected to or accessible from the Service, or disobey any requirements, procedures, policies or regulations of any networks connected to or accessible from the Service; (ix) intentionally or unintentionally does anything which may violate any applicable law or regulation in any jurisdiction including, but not limited to, regulations promulgated by any securities exchange or financial regulatory body; (x) may "stalk" or otherwise harass another; or (xi) collects, attempts to collect or stores personal data about other users without their prior knowledge or consent;
- b. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- c. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; or
- d. Obtain unauthorised access to any information, network or communications systems.

You agree that the Service is for your own use only and that you will not re-sell or re-supply the Service to others for money or monies worth.

4. Compliance with Laws, Conditions and Instructions

- a. We may investigate any suspected or alleged breach of these Conditions and in doing so will act lawfully, reasonably and fairly at all times. We reserve the right to take any action deemed reasonably appropriate and proportionate to the breach of the Conditions. Recognising the global nature of the Internet, you agree to comply with all national and local laws and rules regarding online conduct, privacy and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom, any member state of the European Union, the United States, the country in which you use the Service and the country in which you reside (if different from the aforementioned).
- b. You will comply with any reasonable instructions that we may give you from time to time in connection with your use of the Service.

5. Disclaimers

You expressly acknowledge and agree that:

- a. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, we expressly disclaim all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

- b. We make no warranty or representation that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free (and you accept that access to the Service may be suspended, interrupted, restricted or terminated at any time), (iii) the results that may be obtained from the use of the Service will be accurate, complete, current or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the Software will be corrected.
- c. Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or any other equipment or loss or corruption of data that results from the download of any such material.
- d. No advice or information, whether oral or written, obtained by you from us or through or from the Service shall create any warranty or other obligation not expressly stated in the terms and conditions.
- e. Although reasonable precautions are taken to protect the security and integrity of wireless internet and network access, we cannot guarantee that use of a wireless connection will be secure. Accordingly, you agree to use such services at your own discretion and risk and acknowledge that you are solely responsible for any damage to your computer system or any other equipment or loss or corruption of data that results.
- f. Although we support most standard Virtual Private Network (VPN) clients, availability and access cannot be guaranteed. You may be able to securely access your corporate network by using a VPN, however, this facility requires specific software to be installed on your device. Please consult your company IT or telecoms department to find out if VPN is available on your device.

6. Limitation of Liability

- a. You expressly acknowledge and agree that to the fullest extent permitted by law we shall not be liable in contract, tort or otherwise (including

liability for negligence) for loss or damage of any kind whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenue or profits, loss of business, goodwill, use, destruction or corruption of data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service (or other sites accessible via the Service); (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) any computer virus or system failure; or (vi) any other matter relating to the Service.

- b. Where you have dealings with third parties via the Service this is your responsibility and we exclude all liability for any claims, charges, expenses, losses, or damages suffered by you arising from your dealings with third parties.
- c. You agree that regardless of any legislation, regulation or law to the contrary, any claim or cause of action arising out of or related to use of the Service under these Conditions must be filed within one (1) year after such claim or cause of action.
- d. To the fullest extent permitted by law, our maximum liability to you in contract, tort or otherwise (including liability for negligence) arising out of or in connection with the Service shall be limited to the amount paid by you to us in a calendar year which shall be calculated by reference to payments actually received by us. Notwithstanding any other provision of this Agreement, we will be liable to you without limit for any death or personal injury caused by our negligence.
- e. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this Paragraph 6 may not apply. In particular, nothing in these terms and conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for

death or personal injury arising from our negligence or fraud.

7. Indemnity

You will use the Service for lawful purposes only. You indemnify us against any claims, costs, losses, expenses (including legal expenses), legal proceedings or other liabilities arising from your use of the Service and your use of the Content you upload, post or otherwise transmit on or through the Service (including, but not limited to claims in respect of privacy, defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us in connection with your use of the Service and Content.

8. Modifications to Service and Conditions

We reserve the right at any time and from time to time to amend, modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We may change or supplement these Conditions from time to time. Such changes will form part of these Conditions, even if you do not re-visit this page to re-read the Conditions. We will ensure that any changes or supplemental terms are made reasonably apparent to you by posting them on the Site. In addition to this we will send an email to the email address provided by you upon registration before we change or supplement these Conditions in any manner that is materially to your detriment.

9. Proprietary Rights

- a. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by us or our advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the

Service or the Software, in whole or in part.

- b. we grant you a personal, non-transferable and non-exclusive right and licence to use the object code of our Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable legislation and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by us for use in accessing the Service.

10. Storage Limits and Speed of the Service

- a. To manage our systems and the Service, we may limit the amount of data associated with your account that may be stored on our systems. These limits may refer to (i) the absolute size of space occupied by email, blogs or other Content storage made available to your account; (ii) the number of email messages stored; (iii) the size of attachments or uploaded files; or (iv) any other metric we may specify. We reserve the right to refuse to accept new data and/or to delete existing data in order to enforce the limits. We may vary limits or impose additional limits from time to time after providing you with written notice.
- b. The transmission speeds of the Service offered are based on perfect network conditions and as such will vary from time to time due to circumstances beyond our control including without limitation congestion on the network, applications in use by other users and available bandwidth. Actual transmission speeds of the Service cannot therefore be guaranteed and may be lower than the transmission speeds shown on the purchase page

11. Suspension and Termination

- a. We may in our sole discretion suspend or terminate your use of the Service (with or without notice and without liability to you, any other user or any third party) and remove and permanently delete any Content for any reason without notice, including without limitation for lack of use or if you appear to us to be in breach of any provision of these Conditions. If we terminate the Service for which you have paid us and there has not been a breach of these Conditions by you, you shall have a right to be compensated (in cash or in kind) for such portion of the Service that you have not received. Upon termination of the Service, your right to use the Service immediately ceases and we shall have no obligation to maintain any Content in your account or to forward any unread or unsent messages to you or any third party. You agree that any termination of your access to the Service may be effected without prior notice.
- b. If your access to the Service has been suspended or terminated, you agree that you will not re-register for the Service (whether directly or indirectly) without our prior written consent.
- c. We may from time to time suspend provision of the Service for maintenance reasons (whether scheduled or due to emergency), in which case we shall use reasonable endeavours to restore Service as soon as possible.
- d. All disclaimers, indemnities and exclusions in these Conditions shall survive termination of this Agreement for any reason.

12. **Security**

As part of the registration process, you may be asked to select, subject to availability, a user name and password of your choice. Your username and password are personal to you and are not transferable. We may refuse to grant you a username or password that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate as determined by us in our sole discretion. You may change your password at any time. You are responsible for the security and proper use of your username and password and must take all necessary steps to ensure that they are kept confidential, used properly and not disclosed to

unauthorised persons. You are responsible for keeping your username and password secure and for any use of the Service by anyone using your username and password. You agree to notify us of any unauthorised usage of your username, password, account or any other breach of security. You are responsible for ensuring that no unauthorised access is obtained to the Service through your account. You are liable for all activities conducted through your account, whether authorised or not, until you have notified us of such unauthorised use and we have suspended access to your account. If we have reason to believe that there is a likely breach of security or misuse of the Service, we may change your password and username and notify you accordingly.

13. Personal Information

Our use of your personal information is governed by our Privacy Policy. Our Privacy Policy forms part of these Conditions, and by agreeing to these Conditions, you also give your consent to the way we may handle your personal information as detailed in our Privacy Policy.

14. General

These Conditions shall be governed by the laws of country in which you use the Service and for all purposes in connection with these Conditions and our Privacy Policy the parties submit to the jurisdiction of the courts of that particular country. This does not, however, affect any rights your local national law may give you as a consumer to bring a case locally or using your local law if those rights cannot legally be excluded by us. These Conditions constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Any failure by us to exercise or enforce any right or provision of the Conditions shall not constitute a waiver of such right or provision. You agree that we may subcontract the performance of any of our obligations or may assign these Conditions or any of our rights or obligations without giving you notice. You may not transfer any of your rights or delegate any of your obligations under these Conditions without our prior written consent. Nothing in these Conditions

shall confer on any third party any benefit or the right to enforce any term of these Conditions. The name FirstBaze and the FirstBaze logo are trademarks, service marks and trade names of Trilon Business Solutions Limited. You must not use these or any other trademarks, service marks and trade names without our prior written permission. Notices to you may be delivered by email to your email address or through the post to the address in our records. We may also provide notices of changes in these Conditions or the Service by displaying notices on our website. We shall not be liable to you for any loss or damage due to any cause beyond our reasonable control such as failure or shortage of power supplies, acts or omissions of other communications providers or third party suppliers, failure in third party hardware or software, compliance with any law or court order, acts or omissions of local or central government or other competent authorities. If any provision of these Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Conditions shall remain in full force and effect. The section titles in the Conditions are for convenience only and have no legal or contractual effect.

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