

## Ayoba Services Partner Portal – Ayoba Partner Agreement

Version 4: Updated December 2025

### IMPORTANT SERVICE NOTICE: DISCONTINUATION OF AYOBA PARTNER PORTAL SERVICES

Effective Date: 19 December 2025

Please be advised that the Ayoba Partner Portal and associated services are being permanently discontinued. By continuing to access or use the platform (or related services) during this notice period, you agree to the following critical updates, which supersede any conflicting provisions in the Agreement below:

- **Service Discontinuation:** The Ayoba Partner Portal services are being decommissioned.
- **Immediate Portal Unavailability:** The Partner Portal is currently offline for maintenance and will remain unavailable. Partners cannot log in to manage, update, or view analytics for Micro-apps or Games effective immediately.
- **No New Updates:** Due to portal unavailability, no new builds, updates, or changes to existing Micro-apps or Games can be processed.

This Ayoba Partner Agreement ("Partner Agreement") regulates the manner in which Partners, including you, may make your Service(s) (defined below) available for distribution on the Ayoba Platform. If you do not agree to this Partner Agreement, you must not make your Service(s) available on the Ayoba Platform and, if you have already made your Service(s) available, you must immediately remove your Service(s) from the Ayoba Platform. If you make your Service(s) available on the Ayoba Platform, this will be treated as confirmation that you have read and agree to be bound by this Partner Agreement.

**Please Note:** Please read clause 18 (Important Provisions) which contains important information on the various terms and conditions in this Partner Agreement which may affect your rights. We have also highlighted in bold various terms and conditions to which you should pay special attention.

#### 1. Your acceptance of this Ayoba Partner Agreement

- 1.1 Progressive Tech Holdings (Registration No. 117490 GBC), a company incorporated under the laws of Mauritius ("**Ayoba**", "**we**", "**us**" and "**our**") makes the Ayoba application which is an online digital platform for supported devices, which includes various functionalities such as instant messaging, content channels, music, games and third party micro-apps/services which we make available to our Users, including such functionality, features and updates as may be updated by us from time to time (the "**Ayoba Platform**") available for use by end users on mobile devices ("**Users**") that are supported by us.
- 1.2. You may make your qualifying progressive web application ("**PWA**"), as well as related materials, technology, information, communications, correspondence and other content that you make available as part of your qualifying PWA (collectively, your "**Service(s)**"), available on the Ayoba Platform in accordance with this Partner Agreement. This Partner Agreement governs your relationship with us and specifies how you are permitted to make your Service(s) available to Users on the Ayoba

Platform and what you are specifically restricted from doing. **This Partner Agreement is a legally binding contract between you and us and will apply to you from the moment that you first accept this Partner Agreement (or) from the moment you make your Service(s) available on the Ayoba Platform, in the manner chosen by us from time to time, whichever is the first to occur.** Similarly, the Partner privacy policy, available at <https://Partner.ayoba.me/profile/legal-documents/Partner-privacy-policy> (the "**Partner Privacy Policy**") forms part of this Partner Agreement and is binding on you.

- 1.3. We may sometimes update this Partner Agreement. When we do this, we will post the revised Partner Agreement on the Partner Portal <https://Partner.ayoba.me/profile/legal-documents/terms-and-conditions> ("**Partner Portal**") and will let you know (for example, by displaying a message when you log in to the Partner Portal, or in another way that we decide) that the Partner Agreement has changed. **It is your responsibility to read the updated Partner Agreement and understand the changes made to it. If you disagree with anything in the updated Partner Agreement, you must notify us or immediately remove your Service(s) from the Ayoba Platform, which for the avoidance of doubt, will be your sole remedy. If you continue to make your Service(s) available on the Ayoba Platform following the update, we will treat this as confirmation that you have read, understood and agreed to the updated Partner Agreement.** Changes will not be retroactive. They will become effective, and will be deemed accepted by Partner, (a) immediately for those who become Partners after the notification is posted; or (b) for pre-existing Partners, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be deemed effective immediately).
- 1.4. **We will not allow your Service(s) to go-live and be available on the Ayoba Platform if you do not agree to and accept this Partner Agreement.**
- 1.5. We may translate this Partner Agreement into multiple languages. **If there are any differences between the English version and any other language version of this Partner Agreement, the English version will be the controlling one (to the extent this is permitted by applicable laws and regulations).**
- 1.6. The Ayoba Platform is distributed on app stores that are operated by third parties, including on the Google Play Store and Apple iOS Store (each a "**Third Party App Store**"). Without limiting or derogating from any of the provisions in this Partner Agreement, and while such Third Party App Store terms are not directly applicable and binding on you, by virtue of us allowing you to distribute your Service(s) on the Ayoba Platform, you must not contravene, or cause us to contravene, the applicable terms and conditions (including content restriction policies) of a Third Party App Store on which the Ayoba Platform is available and subject to. **By making your Service(s) available on the Ayoba Platform, you warrant, represent and undertake to ensure that it adheres to the requirements of this Partner Agreement as well as the content restriction policies on the Third Party App Store, as amended from time to time (collectively, the "Third Party App Store Terms").** Should there be any conflict or inconsistency between the Third Party App Store Terms and this Partner Agreement, the provisions of this Partner Agreement will prevail to the extent of such conflict or inconsistency.

- 1.7. You may not use the Ayoba Platform to distribute or make available any Service(s) that has a purpose that facilitates the distribution of a mobile or software application for use outside of the Third Party App Store – for example, you may not facilitate the download of android package kits ("**APK's**") which are downloaded outside of the Third Party App Store.

## 2. **Registration and Your Partner Account**

- 2.1. You must register with us and create a Partner account via the Partner Portal in order to make your Service(s) available on the Ayoba Platform.
- 2.2. **You may not enter into this Partner Agreement or make any Service(s) available on the Ayoba Platform, if you are a natural person and you are younger than 18 years of age.**
- 2.3. When registering a Partner account with us on the Partner Portal, we will ask you to provide certain information and documents to verify your identity or any company you are representing. You warrant that the information you provide to us is truthful, accurate, and up-to-date, and we reserve the right to conduct verification checks against public databases and may not allow you to distribute your Service(s) unless you have been verified. If you are acting on behalf of a company, you warrant that you have the full legal authority to bind the company you represent to this Partner Agreement. If you do not have the requisite authority, you may not accept the Partner Agreement on behalf of such company. You must immediately notify us in writing in the event that any of this information changes. **If you do not update or request us to update such information, we will not be liable for any of your or anyone else's losses which occur as a result.**
- 2.4. We may send you (and you agree to receive) electronic communications from us to verify and register a Partner account.
- 2.5. You must, at all times, keep your Partner account access credentials safe and prevent their fraudulent use by any other person. You are responsible for all activity taking place using your development account access credentials, and we do not accept any liability for any loss or misuse of your credentials. We may limit the number of Partner accounts issued to you or the company you are representing.

## 3. **Making your Service available on the Ayoba Platform**

- 3.1. The Ayoba Platform is an online digital platform for supported devices which includes various functionalities such as instant messaging, content channels, music, games and third party micro-apps/services which we make available to our Users, including such functionality, features and updates as may be updated by us from time to time.
- 3.2. Subject to the further terms and conditions of this Partner Agreement, you may make your Service(s) available on the Ayoba Platform. **In addition, you must adhere to all policies that we make available to you from time to time on the Partner Portal: <https://Partner.ayoba.me/profile/legal-documents>, failing which we may, among other things, immediately remove your Service(s) from the Ayoba Platform.**

- 3.3. **You may not use the Ayoba Platform or make any Service(s) available in a manner that contravenes any applicable laws, regulations, Third Party App Store rules or accepted industry practice.** You will be able to elect, in the manner and form chosen by us from time to time, in which countries your Service(s) will be available to Users. You must ensure you understand the applicable legal and regulatory framework of such countries and that you warrant that your Service(s) does not contravene any local laws and regulations, and you indemnify us against any claims from a third party or regulatory body which relates to your Service(s) contravening any local laws and regulations. We reserve the right to refuse to allow your Service(s) to be made available in one or more of the countries you select.
- 3.4. Users may, in their sole discretion, use and/or access your Service(s) without any additional fee or charge unless you elect to remove your Service(s) from Ayoba Platform in its entirety in accordance with Clause 8 below, in which case, Users will not be able to use or access your Service(s).
- 3.5. The Ayoba Platform does not provide access to emergency services or emergency services providers, including the police, fire departments or hospitals. **You may not offer any Service(s) that purports to offer this functionality.**

#### 4. **Your Service**

- 4.1. Ayoba is an inclusive, non-discriminatory, transformative, family-oriented brand and will not tolerate any Service(s) that contravene these principles. The Ayoba Content Policy available <https://Partner.ayoba.me/profile/legal-documents/content-policy> is hereby incorporated into this Partner Agreement by reference and you agree to comply with the principles contained therein.
- 4.2. **You understand and agree that:**
- 4.2.1. **you are solely responsible for making your Service(s) available on the Ayoba Platform and providing Users (and any other third parties) with the requisite Service(s) information;**
- 4.2.2. **when submitting your Service(s) to us, you must include a brief description of your Service(s), in the manner and form chosen by us from time to time, in order to enable us and Users to determine, among other things, the functionality and purpose of your Service(s);**
- 4.2.3. **when submitting your Service(s) to us, you will need to tell us what permissions your Service(s) will require, and what data you will access about our Users. Users must be asked for explicit permission for this access when accessing or using your Service(s) and/or when they register to use your Service(s). We will retain ultimate discretion as to what permissions your Service(s) may request from Users and we may, in our sole discretion, elect to prevent your Service(s) from seeking certain permissions from Users;**
- 4.2.4. **when submitting your Service(s) to us, you will select the countries in which Users will be able to access your Service(s) on the Ayoba Platform**

- 4.2.5. **You must protect the privacy and legal rights of Users. If the Users provide you with, or your Service(s) accesses or makes use of usernames; passwords; other login information; or personal data, you agree to make the Users aware that the information will be available to you, and you agree to provide legally adequate privacy notice and protection for those Users. Further, your Service(s) may only use that information for the limited purposes for which the User has given you permission to do so. If your Service(s) stores personal or sensitive information provided by Users, you agree to do so securely and only for as long as it is needed. However, if the User has opted into a separate agreement with you that allows you or your Service(s) to store or use personal or sensitive information directly related to your Service(s) (not including other products or applications), then the terms of that separate agreement will govern your use of such information (including where you must obtain the express, voluntary and informed consent of Users (in a manner required by applicable laws) before accessing or using their personal data in any way, including by means of a written agreement or terms of use and a privacy policy (which you must make available to Users prior to granting them access to your Service(s));**
- 4.2.6. **you must take all reasonable and practical measures required to enable Users to promptly contact you, including, without limitation, by making current and correct contact details available to Users in your Service(s);**
- 4.2.7. **we will not verify or approve any Service(s), and we are not responsible for the suitability, accuracy, availability, performance, functionality, correctness or completeness of any Service(s). We reserve the right, and shall be entitled, to review and remove any Service(s) that may be identified by us, or reported to us, as being inappropriate or abusive or in breach of this Partner Agreement. Where it is reasonably practical to do so, we will notify you if we remove your Service(s);**
- 4.2.8. **the views and opinions expressed by you and/or any views or opinions expressed by Users do not represent our views or opinions; and**

- 4.2.9. **we are not responsible for, and will have no liability for, any Service(s) (or any billing arrangements or transactions between you and the User within your Service(s)) and we will not be a party to any agreements concluded between you, the Users or a third party in respect of your Service(s).**
- 4.2.10. **You are solely responsible to Users and third parties for:**
- 4.2.10.1. **any defects, issues or faults in your Service(s) as well as any harm, loss or claims that may arise; and**
- 4.2.10.2. **ensuring the confidentiality, integrity and availability of any information, including personal information, made available to you by Users or third parties.**
- 4.2.11. **You must at all times make sure that you have all necessary rights, licences, consents and permissions prior to making the Service(s) available on the Ayoba Platform. This includes, for example, making sure you have all necessary permissions from others to grant us the rights to host the Service(s) on the Ayoba Platform and for Users to make use of the Service(s). Your Service(s) must comply with all applicable laws.**
- 4.2.12. **You must make sure that any Service(s) that you send, submit, upload or otherwise make available via the Ayoba Platform would not in any way:**
- 4.2.12.1. **transmit viruses, trojan horses, malware, ransomware, worms, time bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;**
- 4.2.12.2. **be unlawful, hateful, abusive, discriminatory, threatening, obscene, explicit offensive, inflammatory, libellous or defamatory; and/or**
- 4.2.12.3. **infringe, or encourage or suggest the infringement by others of, applicable laws, regulations or rules (including, for example, the intellectual property rights of anyone).**
- 4.2.13. **You may conclude a separate agreement(s) with a User in respect of the use of your Service(s) made available on the Ayoba Platform, but you agree and understand that we are not privy or party to such agreement(s) and are absolved from any liability emanating from such agreement(s).**
- 4.2.14. **We may take any action that we deem reasonably necessary where we identify Service(s) that contravene this Partner Agreement. We may also contact and report your behaviour or Service(s) to law enforcement agencies in accordance with applicable laws where we are required to do so.**
- 4.2.15. **We will own all right, title and interest in and to any data, including personal data (as this term may be defined under applicable laws) disclosed to or supplied to you by us in relation to any Users, as well as any data pertaining to any User and/or that User's use of the Ayoba Platform**

(collectively, "User Data"). You warrant, represent and undertake that you will not: (i) share any User Data with any third parties; and (ii) use any User Data in a manner not expressly authorised by this Partner Agreement.

4.2.16. You acknowledge that the Users are our customers. Accordingly, you hereby agree to provide us with access to (in a manner and format determined by us from time to time) a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable and sub-licensable right to access any data generated, collected or processed by you in respect of a User's use of your Service(s) on the Ayoba Platform, including, without limitation:

4.2.16.1. information pertaining to Users' frequency, duration, time of use of your Service(s), as well as any other habits pertaining to their use of your Service(s); and

4.2.17. any other information that we may request concerning User's use of your Service(s) from time to time. We will not have access to any information that Users may otherwise provide to you, including information that they may provide to you during registration or on-boarding to use your Service(s), which they may send or otherwise provide to you (collectively, the "Service Specific Data").

4.2.18. We reserve the right to introduce Service levels on your Service(s) in the Ayoba Platform, including but not limit to, in relation to performance expectations about uptime, availability, accessibility, the fixing of any faults or defects, support levels etc. If we decide to implement such service levels, we will provide them you for your agreement and such service levels will form part of this Partner Agreement.

4.2.19. We reserve the right to introduce a revenue sharing model or similar commercial requirements if we elect to introduce advertising and/or sponsorship within your Service(s), or, if we choose to leverage, enhance, or benefit from any advertising and/or sponsorship capabilities that are already integrated within your Service(s) (on a content-partner basis) in the Ayoba Platform. If we decide to implement any revenue sharing requirements, we will provide them to you for your agreement, and such revenue sharing requirements will form part of this Partner Agreement.

## **5. Privacy**

5.1. In order to register for, access, and use the Partner Portal to make your Service(s) available to Users, you will be asked to provide certain personal information as per clause 2.

5.2. By using the Partner Portal and agreeing to our Partner Privacy Policy, you consent to our use of your personal data. For more information about how your personal data is used, please see our Partner Privacy Policy, available at <https://Partner.ayoba.me/profile/legal-documents/Partner-privacy-policy>.

## **6. Advertising on the Ayoba Platform – Commercial Relationship, Pricing, and Payments**

- 6.1. We may include advertising or commercial content on the Ayoba Platform. **You agree that we may integrate display or interstitial advertisements anywhere in the Ayoba Platform (including for example, while your Service(s) is loading) as this is advertising space and inventory owned by us and you are not entitled to receive any revenue from us in this regard.**
- 6.2. You may elect to participate in paid for marketing and promotional packages offered by us to promote your Service(s) in our "Product Shop" where we will offer to (i) communicate the availability of your Service(s) to Users on the Ayoba Platform (ii) drive traffic to your Service(s); (iii) provide premium placement of your Service (using banners, hero carousels, recommendations etc) as well as through other marketing channels chosen by us. You will need to select a commercial/promotional package and pay the fees associated with the package. We will provide more information about how you can participate in our "Product Shop" on the Partner Portal.
- 6.3. We reserve the right to introduce a revenue sharing model or similar commercial requirements under either of the following circumstances: (i) if we elect to introduce third party brand advertising or content sponsorship within your Service(s); or (ii) if we choose to leverage, enhance, or benefit from any existing third party brand advertising or content sponsorship capabilities that are integrated within your Service(s) on a content-partner basis in the Ayoba Platform.

In any such event, if we decide to implement any revenue sharing requirements, we will provide the proposed terms to you for your agreement, and such revenue sharing requirements will form part of this Partner Agreement as an addendum. Unless expressly agreed otherwise, you are not entitled to receive any revenue from us or any User, including, without limitation, revenue arising from the availability of your Service(s) on the Ayoba Platform and/or a User's use of your Service(s).

- 6.4. This Agreement covers both Service(s) that Users can access for free, and Service(s) that Users pay a fee to access. In order for you to charge a fee for your Service(s) (or any products sold via your Service(s)), and to be paid for Service(s) or products distributed via the Ayoba Platform as a merchant, you must be approved by and hold a valid payments profile from a payment processor, concluded under a separate agreement with a payment processor. Furthermore, you must maintain your payments profile in good standing with the payment processor.
- 6.5. If you wish to wish to charge a fee for your Service(s) (or any products sold via your Service(s)) through the Ayoba Platform as a merchant, you are encouraged to use our preferred payment processors (for payment rails) if offered within the applicable territory.
- 6.6. Service(s) sold (or any products sold via your Service(s)) through the Ayoba Platform by you, to Users (as a merchant on record), must be displayed to Users at prices you establish in your sole discretion. For the avoidance of doubt, you remain responsible to comply with all applicable laws relating to taxes, fees or charges relating to products or services sold by you to Users (including the accuracy of currency rates and conversions). You must also ensure compliance with any applicable refund



obligations in terms of applicable laws and regulations, together with your approved payment processor.

## **7. Intellectual property rights**

- 7.1. We are the owner (or the licensee) of all intellectual property rights in and to the Ayoba Platform, and in the material or information published on it—apart from your Service(s). The material or information published on the Ayoba Platform includes works protected by copyright laws around the world. You must not, and you must not encourage or assist anyone else to, do any of the following:
  - 7.1.1. copy or reproduce any part of the Ayoba Platform;
  - 7.1.2. remove or tamper with any copyright notice attached or contained within the Ayoba Platform;
  - 7.1.3. copy or reproduce any trade marks, service marks, logos or branding published or displayed in the Ayoba Platform without our consent; and
  - 7.1.4. reverse engineer, decompile, disassemble or decipher the Ayoba Platform or otherwise try to get the source code for (or any part of) the Ayoba Platform.
- 7.2. We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable (if you delete your Partner account or if we terminate your right to use the Ayoba Platform) licence for the limited purpose of using the Ayoba Platform (and such Application Programming Interface ("**APIs**") as we may make available to you from time to time) to make your Service(s) available to Users, always subject to this Partner Agreement and any other terms and conditions that may be applicable to your use of the Ayoba Platform or such APIs, as made available to you from time to time.
- 7.3. You grant us a non-exclusive, perpetual, royalty-free, transferable, sublicensable, worldwide, irrevocable and unrestricted licence to use, distribute, reproduce, display, use, market, advertise, host, store and copy the Service(s) and all information that you make available, create, upload, send, submit, store on or provide to us via the Ayoba Platform (or otherwise) for the following purposes:
  - 7.3.1. to make the Service(s) and information available on the Ayoba Platform, including to Users;
  - 7.3.2. to enable Users to perform, display, and use your Service(s), subject to the terms of the agreement between the User and us;
  - 7.3.3. the provision of hosting and related services to you, including the ability to update or alter the Service(s) made available by you on the Ayoba Platform (in accordance with such policies that we may make available to you from time to time);
  - 7.3.4. to comply with any law, rule, order or regulation or the order of any court, enforcement agency or any other authority of competent jurisdiction; and
  - 7.3.5. to perform our obligations and exercise our rights under this Partner Agreement.

- 7.4. **You must promptly inform us if you become aware that any part of your Service(s) (or any other materials that you may make available to Users) does or may infringe the rights (including intellectual property rights) of others.**

8. **Suspension and Termination**

- 8.1. You can, at any time, delete your portal account in the manner and form chosen by us from time to time, which will terminate the availability of your Service(s) on the Ayoba Platform. You may contact us (see our details at Clause 17 below) if you wish to delete your portal account and/or remove your Service(s) from the Ayoba Platform. For the purposes of clarity, please note that a removal of your Service(s) from the Ayoba Platform does not:
- 8.1.1. affect the rights of Users who have previously purchased any products from your Service(s);
  - 8.1.2. change your obligation to deliver or support on products or services that have been previously purchased by a User, to the extent that you have agreed this with the User.
- 8.2. We can, at any time, limit, suspend or terminate your Partner account or the availability of your Service(s) on the Ayoba Platform with immediate effect, with or without notice if:
- 8.2.1. you are a juristic person, and you cease to conduct business, undergo an insolvency event (as this term may be defined under any applicable laws), or if you are de-registered;
  - 8.2.2. in our opinion, there are any security risks or concerns related to your Service(s) available on the Ayoba Platform;
  - 8.2.3. we reasonably suspect, in our opinion, that your Service(s) or your conduct may result in the Ayoba Platform being used fraudulently or in an unauthorised way, or in breach of this Partner Agreement or the Privacy Policy;
  - 8.2.4. you have made any false or misleading statements to Users in respect your Service(s), or enable or permitted such statements to be made to Users via your Service(s);
  - 8.2.5. if, in our sole and absolute discretion, we cease to offer functionality on the Ayoba Platform which enables your Service(s) to function correctly for Users;
  - 8.2.6. your actions have created, or are likely to create, harm, risk, or possible legal exposure for us, a third party or any Users;
    - 8.2.6.1. your actions or Service(s) may violate any local law;
    - 8.2.6.2. there are obligations we have to meet under any laws and regulations;
  - 8.2.7. there are operational reasons that require us to suspend your Partner account or the availability of your Service(s) on the Ayoba Platform; or

- 8.2.8. we consider it reasonably necessary in the circumstances.
- 8.2.9. Access to your Service(s) or your Partner account may be interrupted or suspended from time to time, including, for example, for maintenance or upgrades. We will generally try to notify you of such interruptions and suspensions in advance. We may notify you by sending a message to you, push notifications, SMSs, or in any other way. However, sometimes we will not have the opportunity or time to do that, including, for example, if we need to fix something urgently, if it would compromise our reasonable security measures, or if it is unlawful for us to do it.
- 8.3. **We will not be liable for any losses to you or anyone else which result from any interruption or suspension of your Partner account or of your Service(s) on the Ayoba Platform, or from you not being aware of it in advance.**
- 8.3.1. If your Partner account or your right to make your Service(s) available on the Ayoba Platform has been terminated, or you have deleted your Partner account for any reason:
- 8.3.1.1. any provisions of this Partner Agreement that by their nature should continue to apply after termination of this Partner Agreement will continue to apply. This includes (but is not limited to) all provisions relating to intellectual property (except for your license to use the Ayoba Platform, which will end automatically when your right to use the Ayoba Platform is terminated or your Partner account is deleted), liability, indemnities and choice of law; and
- 8.3.1.2. we can disable your account name, user ID, and other identifiers you have used in connection with the Ayoba Platform or your Service(s).

## 9. **Liability**

- 9.1. **The Ayoba Platform, including the functionality enabling you to make you Service(s) (or any other materials) available on the Ayoba Platform, is provided "as is" and on an "as available" basis with no representations or guarantees as to performance or functionality. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Ayoba Platform (including the functionality enabling you to make your Service(s) (or any other materials) available on the Ayoba Platform) or any information or material on it, whether express or implied, including, for example, fitness for purpose, merchantability, freedom from viruses or other contaminating or destructive properties, availability, loss of data or non-infringement. You understand and agree that:**
- 9.1.1. **communications sent over the internet are not guaranteed to be completely secure and may be subject to possible interception, monitoring, delay, disruption, loss or alteration; and**
- 9.1.2. **we are not responsible for, and will have no liability in respect of, any interception or monitoring of communications of the Service(s) by third parties, or any delay or failure in transmitting communications or the Service(s), or loss or alteration of any communications or Service(s) sent or submitted via the Ayoba Platform.**

- 9.2. **We do not guarantee the suitability, accuracy or completeness of any information or material we or a User may publish on the Ayoba Platform or otherwise make available to you, and we reserve the right to change it at any time without notice.**
- 9.3. **You are solely responsible, and we have no responsibility to you, for any of your Service(s), including your use of any functionality made available by us in respect of the Ayoba Platform, and for the consequences of your actions (including your engagements with Users and any other third parties), which includes any loss or damage that we may suffer.**
- 9.4. **To the fullest extent permitted by law, our total liability to you for any losses, damages, liabilities, costs, expenses or charges, whether in contract or tort, including negligence, or otherwise in connection with the Ayoba Platform, the availability of your Service(s) on the Ayoba Platform, and this Partner Agreement, will not be greater than the minimum amount allowed by law or USD \$50 (whichever is the greater). This means that, in the event that you successfully pursue a claim against us, you will not be able to receive more than the minimum amount allowed by law or USD \$50 (whichever is the greater), unless the laws in your country do not allow this.**
- 9.5. **To the fullest extent permitted by law, we will not be liable to you for:**
- 9.5.1. **any losses, damages, liabilities, costs, expenses (including but not limited to legal fees) or charges (whether arising in contract or tort, including negligence, or otherwise); and/or**
  - 9.5.2. **any indirect, special, incidental or consequential damages or losses, including (but not limited to) loss of revenue, profit, business, reputation, anticipated savings or goodwill, arising from or in connection with:**
    - 9.5.2.1. **your use or attempted use of the Ayoba Platform;**
    - 9.5.2.2. **any claims arising from any Service(s) that you make available on the Ayoba Platform;**
    - 9.5.2.3. **your inability to use the Ayoba Platform or make your Service(s) available on the Ayoba Platform;**
    - 9.5.2.4. **any failure, interruption, unavailability, delay, defect, error or omission in the Ayoba Platform;**
    - 9.5.2.5. **your use, control or possession of any User Data and/or Service(s) Specific Data; and/or**
    - 9.5.2.6. **any other matters arising otherwise in connection with the Ayoba Platform or this Partner Agreement, regardless of whether we had been advised of or were aware of the possibility of such losses or damages being incurred.**

- 9.5.3. **Nothing in this Partner Agreement limits or excludes each party's liability for fraud or fraudulent misrepresentation, personal injury or death caused by negligence, or any other liability that cannot be limited or excluded by law.**
- 9.5.4. **This clause 9 (as well as every other term and condition in this Partner Agreement) apply to the fullest extent permitted by applicable laws. You may have additional rights under those laws, which differ or supplement the rights described above. If this is the case, nothing in this clause 9 (or anything else in this Partner Agreement) should be interpreted to mean that you have forfeited these rights where the applicable laws do not allow for such forfeiture.**

## **10. Indemnity**

- 10.1 **You indemnify and hold us harmless from and against any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs, and other costs and expenses) suffered or incurred by us as a result of or in connection with:**
- 10.1.1. **any breach by you of this Partner Agreement;**
  - 10.1.2. **your use, control and/or possession of any User Data and/or Service Specific Data;**
  - 10.1.3. **your Service(s);**
  - 10.1.4. **your Service(s) contravening, or causing the Ayoba Platform to contravene, any Third Party App Store Terms;**
  - 10.1.5. **your interaction or relationship with Users; and/or**
  - 10.1.6. **any information and/or materials you send, upload, submit or otherwise communicate using the Ayoba Platform.**
  - 10.1.7. **You indemnify and hold us harmless from and against any loss or damage that we may suffer or incur arising from or in connection with any breach by you of our rights, including intellectual property rights.**

## **11. Communications**

- 11.1. **We may sometimes contact or notify you (in connection with this Partner Agreement or for other reasons) by email, push notifications, SMS, or in any other way. We will communicate with you in English, and we expect that you will communicate with us in English as well.**

## **12. Abnormal and unforeseen circumstances**

- 12.1. **We are not responsible if we do not comply with any of the terms of this Partner Agreement, or if the Ayoba Platform malfunctions, or does not operate as expected:**
- 12.1.1. **due to circumstances beyond our reasonable control; or**
  - 12.1.2. **due to our obligations under any laws or regulations.**

## **13. No limitation to your legal rights**

Nothing in this Partner Agreement will reduce any rights you are entitled to under the law within your country (including any rights under applicable consumer protection regulations).

#### 14. **Third Party Rights**

No persons other than you and us will have any rights under the Contracts (Rights of Third Parties) Act 1999 (or equivalent third party rights legislation in any other relevant country) to benefit from or enforce any of the provisions of this Partner Agreement.

#### 15. **Additional provisions**

- 15.1. If, for any reason, we fail to enforce any right or remedy under this Partner Agreement, this will not constitute a waiver of, and will not restrict in any way, our right to exercise that or any other right or remedy.
- 15.2. If any provision of this Partner Agreement is found to be illegal, void, invalid or unenforceable (in whole or in part) by any law, rule, order or regulation or by the final determination of any court of competent jurisdiction, such invalidity or unenforceability will not have an effect on the other part of that provision or the other provisions of this Partner Agreement which will remain in full force and effect.
- 15.3. You must not novate, assign, cede, delegate, or otherwise transfer any of your rights or obligations under this Partner Agreement to anyone else. We may novate, assign, cede, delegate, or otherwise transfer any or all of our rights and/or obligations under this Partner Agreement without notice to you and without your consent.

#### 16. **Governing law**

- 16.1. This Partner Agreement and any dispute or claim (including any non-contractual disputes or claims) arising from or in connection with them, or their subject matter or formation, will be governed by and interpreted in accordance with the laws of England and Wales.
- 16.2. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including any non-contractual disputes or claims) arising from or in connection with this Partner Agreement or their subject matter or formation.

#### 17. **Contact us**

If you want to contact us for any reason, please email our customer support team at [Partnersupport@ayoba.me](mailto:Partnersupport@ayoba.me).

#### 18. **Important Provisions**

Under the laws of certain countries, we are required to point out certain important provisions in these terms and conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. **It is also very important that you read all of these clauses carefully and not just what we say below.**

- 18.1. **Limitations of risk, legal responsibilities and liability.** Clauses 3, 4, 8, 9 and 12 are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited and excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.
- 18.2. **Assumptions of risk, legal responsibilities and liability by you.** Clauses 2, 4, 5, 6, 7, 8, 9 and 10 are important because you take on risk, legal responsibilities and liability. As a result of these clauses, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these clauses.
- 18.3. **Acknowledgements of fact by you.** Clauses 1 and 4 are important because they contain statements which are acknowledgements of fact by you. You will not be able to deny that the statements are true. We may take action against you and may have claims against you as a result of these statements.
- 18.4. **Your indemnification obligations.** Clause 10 requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that that may be suffered by us and other persons or entities as a result of the events set out in these clauses. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in these clauses. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.