

## **thepathapp Terms of Service**

**Last Updated: May 3, 2023**

These terms of use ("**Agreement**") govern your use of the mobile application, **thepathapp** ("**App**") provided by **thepathapp.org** ("we," "us," or "our").

By accessing or using the App, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, you may not access or use the App.

### **App License**

We grant you a limited, non-exclusive, non-transferable license to download, install, and use the App solely for your personal, non-commercial use.

### **Restrictions on Use**

You may not:

- Use the App for any illegal or unauthorized purpose.
- Modify, adapt, or hack the App or otherwise attempt to gain unauthorized access to the App or its related systems or networks.
- Reverse engineer, decompile or disassemble the App or attempt to derive its source code.
- Sell, resell, or otherwise exploit the App or any content within the App for any commercial purpose.
- Remove or alter any copyright, trademark, or other proprietary notices from the App or its content.
- Engage in any scam or fraud through the App, including but not limited to phishing, pyramid schemes, and fraudulent investment schemes.
- Post or share any nudity or pornography through the App.
- Engage in any bullying or harassment through the App, including but not limited to cyberbullying, stalking, and doxxing.
- Use hate speech or symbols through the App, including but not limited to racial slurs, homophobic language, and Nazi symbols.
- Use a false identity through the App, including but not limited to impersonating another user or misrepresenting your age, location, school, work, or affiliation.

## **Intellectual Property**

All intellectual property rights in the App and its content, including but not limited to copyrights, trademarks, and trade secrets, belong to us or our licensors. You may not use any of our intellectual property without our prior written consent.

## **User Content**

You may submit content to the App, such as messages, media, and files (“User Content”). You are solely responsible for the User Content you submit and the consequences of submitting it.

In order to operate and provide our Services, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content that you upload, submit, store, send, or receive through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as allowing us to display your profile picture and about information, transmit your messages, and store them securely on our servers).

We reserve the right to remove any User Content from the App at any time and for any reason.

## **Termination**

You can terminate your relationship with us anytime for any reason by deleting your account using the App.

We may terminate this Agreement and your access to the App at any time and for any reason, without notice.

## **Disclaimer of Warranties**

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT A WARRANTY OF ANY KIND. WE MAKE NO WARRANTY THAT THE APP WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **Limitation of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

## **Indemnification**

You agree to indemnify, defend, and hold us harmless from and against any claims, damages, liabilities, costs, and expenses arising out of or related to your use of the App or your breach of this Agreement.

## **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the Government of Ghana, without regard to its conflict of law provisions.

Any dispute arising out of or related to this Agreement or your use of the App shall be resolved through binding arbitration in Ghana in accordance with the rules of the Ghanaian Arbitration Association.

## **Changes to Agreement**

We may update this Agreement from time to time. If we make significant changes to the Agreement, we will notify users by email or through the App.

## **Contact Information**

If you have any questions or concerns about this Agreement, please contact us at [thepathapp.org@gmail.com](mailto:thepathapp.org@gmail.com)