

TERMS OF USE

These Terms and Conditions Agreement (T & Cs) govern your access to and use of VORK Technologies Limited's (herein referred to as 'the Company') human resourcing and volunteering services platform, VORK. This includes accessing any content, services, features or resources available on our website through an authorised link or on our mobile application, which requires registering and verification of your account. (This will collectively be referred to as 'the Service'). Your access to and use of the services are conditioned on your acceptance and compliance with these terms. By accessing the services above listed, you;

- Agree to be bound by this Agreement and any future amendments as published through the Services;
- Represent you are of legal age in your jurisdiction of residence to form a binding contract; and
- Represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any Company, organisation, or other legal entity on whose behalf you use the Services.

Except as otherwise provided herein, if you do not agree to be bound by this agreement, you may not access or use the Services.

REGISTRATION OF ACCOUNT AND APPLICATION OF TERMS

You become a user of the Service by completing the registration of an account for the service (Account). This Agreement takes effect as soon as you indicate your acceptance of these terms. You may not become a user if you are under the age of thirteen (13). Services are not intended for persons under the age of thirteen (13) and the Company shall not collect personal information from persons under the age of thirteen (13) knowingly.

When registering an account, you agree to provide only true, accurate, current and complete information requested by the sign-up/registration form (Registration Data) and to promptly update the same thereafter as necessary. The Registration Data shall include personal identifiable information such as your email address, name, phone number, residential address and personal data relating directly or indirectly to you, practicable for the identity of you and other information. Your submission of your Registration Data for the Service is governed by the Company's [privacy policy](#), which we strongly advise and require you to read before using the Service.

You represent that you are not barred from using the Service under any applicable law and that you will be responsible for all activations that occur under your Account. You agree to monitor your account to restrict its use by minors and other unauthorised users and agree not to share your Account or password with anyone. You further agree to notify the Company immediately of any unauthorised use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an account using a false identity or alias or if you previously have been banned from using any of the Services. You

further agree that you will not maintain more than one Account for the same Company or service at any given time. The Company reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of the Company.

Contracting Party

For any interaction with the Services, your contractual relations are with the Company. Except as otherwise indicated, any transaction you make on Services are being made from the Company.

Subscriptions; Content and Services

As a User, you may obtain access to certain services, software and content available to a User. The services and any other software, content, and updates you download or access via the Service, including but not limited to the Company or third-party content and any virtual items you trade, sell or purchase in VORK are referred to in this Agreement as “Content and Services”; the rights to access and/or use any Contents and Services accessible through the Service are referred to in this Agreement as “Subscriptions”. Each Subscription allows you to access particular Content and Services. Some Subscriptions may impose additional terms specific to that Subscription (Subscriptions Terms). The Subscriptions terms and the Company privacy policy are binding on you once you indicate your acceptance of them or the Agreement.

Your account may also include billing information you provide to the Company for the purchase of subscriptions, content and Services and any physical merchandise offered for purchase through Services (Product). You may not reveal, share or otherwise allow others to use your password or Account except as otherwise specifically authorised by the Company. You are responsible for the confidentiality of your login and password and for the security of your computer or applications system. The Company is not responsible for the use of your password and account or for all of the communication and activity on the Service that results from the use of your login name and password by you, by any person to whom you may have intentionally or by negligence disclosed your login and/or password in violation of this confidentiality provision. Unless it results from the Company’s negligence or fault, the Company is not responsible for the use of your account by a person who fraudulently used your login and password without your permission. If you believe that the confidentiality of your login and/or password may have been compromised, you must notify the Company via the support module without any delay. Your account, including any information pertaining to it (e.g. contact information, billing information, Account history, and Subscriptions, etc.) is strictly personal. You may therefore not sell or charge others for the right to use your account, or otherwise transfer any Subscriptions other than if and as expressly permitted by this Agreement (including any Subscriptions Terms) or as otherwise specifically permitted by the Company.

Payment Processing

Payment processing related to Content and Services and/or physical goods purchased on

Services is performed by either a company directly or by a company's affiliates on behalf of the company depending on the type of payment method used. In any case, the delivery of Content and Services is performed by the Company.

LICENSES

General Content and Services License

The Service and your subscription(s) require the automatic download and installation of content and services onto your computer or mobile device. The Company hereby grants and you accept a non-exclusive license and right to use the content and services for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable subscription terms). This license ends upon termination of:

- this Agreement or
- a subscription that includes the license.

The content and service are licensed, not sold. Your license confers no title or ownership in the content and services. To make use of the Content and Services, you must have a service Account and you may be required to be running the Service client and maintain connection to the internet. For reason that includes, without limitation, system security and stability, the Service may need to automatically update, pre-load, create new versions of or otherwise enhance the Content and Services and accordingly, the system requirement to use the Content and Services may change over time. You consent to such automatic updates. You understand that this agreement (including applicable subscription terms) does not entitle you to future updates, new versions or other enhancement of the content and services associated with a particular subscription, although the Company may choose to provide such updates, etc. under its sole discretion.

License to Use the Company's content in derivative work

The Company appreciates the community of users that creates secondary and audio-visual works that reference the Company's content ("Derivative work"). You may incorporate content from the Company into your Derivative work. Except as otherwise set forth in the clause or in any subscription terms, you may use, reproduce, publish, perform, display and distribute Derivative Work that incorporates content from the Company however you wish, but solely on a non-commercial basis. If you incorporate any third-party content in any Derivative Work, you must be sure to obtain all necessary rights from the owner of that content.

Ownership of content and Services

All titles, ownership rights and intellectual property rights in and to the content and services and any and all copies thereof are owned by the Company and/or its affiliates' licensors. All rights are reserved, except as expressly stated herein. The content and services are protected by copyright laws, international copyright treaties and conventions and other laws. The content and services

contain certain licensed materials and the Company's and its affiliates' licensors may protect their rights in the event of any violations of this Agreement.

Restriction of Use of Content and services

You may not use the content and services for any purpose other than the permitted access to the Service and your Subscriptions, to make personal, non-commercial use of your subscriptions, except as otherwise permitted by this agreement or applicable subscription terms. Except as otherwise permitted under this Agreement (including any Subscription terms or Rules of Use), or under applicable law notwithstanding these restriction, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, service source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices of libels from the Content and Service or any software accessed via Services without the prior consent, in writing, of the Company. You are entitled to use the Content and Service for your own personal use, but you are not entitled to:

- sell, grant a security interest in or transfer reproductions of the Content and Services to other parties in any way, nor to rent, lease or license the Content and Services to others without the prior written consent of the Company, except when the extent expressly permitted elsewhere in this Agreement including a subscription Terms of Rules of Use;
- host or provide services for the Content and Services or emulate or redirect the communication protocols used by the Company in any network feature of the content and services, through protocol emulation, tunnelling, modifying or adding components to the content and services, use of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to network or as part of content aggregation networks, website or services, without the prior written consent of the Company or
- exploit the Content and Services or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this agreement (including any Subscription Terms).

BILLING, PAYMENT AND OTHER SUBSCRIPTIONS

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You also agree to pay all applicable taxes. You must provide the Company with valid payment information in connection with your orders, by providing the Company with your payment information, you agree that;

- the Company is authorised to immediately invoice your Account for all fees and charges due and payable to the Company hereunder
- the Company is authorised to share any payment information and instruction required to complete the payment transaction with its third-party payment service providers (e.g. credit/debit card transaction processing, merchant settlement, and related services) and
- no additional notice or consent is required for the foregoing authorisation, you agree to immediately notify the Company of any time to change its prices and billing methods. If

payment cannot be charged to your payment card or your payment is returned for any reason, the Company reserves the right to either suspend or terminate your access to the paid-for services

Payment Authorisation

When you provide payment information to the Company or to one of its payment processors, you represent to the Company that you are the authorised user of the card, PIN, key or account associated with that payment, and you authorise the Company to charge your credit/debit card to process your payment with the chosen third-party payment processor for any subscription product or other fees incurred by you. The Company may require you to provide your address and other information in order to meet their obligation under applicable tax law.

If your use of the Services is subject to any type of use or sales tax or VAT, then the Company may also charge you for those taxes, in addition to the Subscription or other fees published in the Rules of Use.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, the Company may terminate your access to your Account.

Responsibility for Charges Associated with your Account

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your account, the Company reserves the right to collect fees, surcharges or costs incurred before the cancellation. Any delinquent or unpaid Accounts must be settled before the Company will allow you to register again.

Free Subscription

In some cases, the Company may offer a free subscription to certain services, software and content. As with all subscriptions, you are always responsible for any internet service provider, telephone, and other connection fees that you may incur when using the Service, even when the Company offers a free subscription.

Third Party Sites

The Service may provide links to other third-party sites. Some of these sites may charge separate fees, which are not included in and are in addition to any subscription or other fees that you may pay to the Company. The Service may also provide access to third-party vendors, who provide content, goods and/or services on the Service or the internet. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. The Company makes no representations or warranties, either express or implied, regarding any third-party site. In particular, the Company makes no representation or warranty that any service or

subscription offered via third-party vendors will not change or be suspended or terminated.

ONLINE CONDUCT AND ILLEGAL BEHAVIOUR

Your online conduct and interaction with other users should be guided by common sense and basic etiquette. The Company may terminate your Account or a particular subscription for any conduct or activity that we deem as illegal, improper, or otherwise negatively affects the enjoyment of the Service by other Users. You acknowledge that the Company is not required to provide you notice before terminating your subscription(s) and/or Account.

THIRD-PARTY CONTENT

In regard to all subscriptions, Content and Services that are not authored by the Company, the Company does not screen third-party content available on Services or through other sources. The Company assumes no responsibility or liability for such third-party content. Some third-party application software is capable of being used by businesses for business purposes – however, you may only acquire such software via the Service for private personal use.

OWNERSHIP OF AND LICENSE TO USE THE SERVICES

Use of the Services

Except with respect to User Content, the Company and its suppliers own all rights, title and interest in the Service. The Service is protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, the Company grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future releases, updates or other additions to the Service shall be subject to this Agreement. The Company, its suppliers and service providers reserve all right not granted in this agreement.

Trademarks

The Company's stylised name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of the Company and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.

Restrictions on the Use of Services

The right granted to you in this Agreement are subject to the following restrictions:

- you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service;
- you shall not frame or use framing techniques to enclose any trademark, logo or services (including image, text, page layout or form) of the Company;

- you shall not use any metatags or other hidden text using the Company's name or trademarks;
- you shall not modify, translate, adapt, merge, make derivation works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robot, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services (except that we grant the operations of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the material but not caches or archives of such materials);
- you shall not access the Services to build a similar or competitive website, or application of service except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means;
- you shall not remove or destroy any copyright notices or other proprietary marks contained on or in the Services;
- you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this agreement and
- you shall not attempt to harm our Services, including but not limited to, by violation or attempting to violate any related security features, introducing viruses, worms or similar harmful code into the Services or interfering or attempting to interfere with the use of the Services by any other user, host or network, including by means of overloading, "flooding", "spamming", "mail bombing" or "crashing" the Services. Any unauthorised use of the Services terminates the licenses granted by the Company pursuant to this Agreement.

Third-Party Links

The Service may contain links to third-party services such as third-party websites, applications or ads ("Third-Party Links"). When you click on such a link, we will not warn you that you have left the Services. The Company provides these third-party links only as a convenience. It does not review, approve, monitor, endorse, warrant or make any representation with respect to them or any content, products or services accessible through such links. Your use of all Third-Party links is at your own risk.

DISCLAIMERS AND LIABILITY PROVISIONS

Please note that this section does not exclude any guarantee, right or remedy that cannot be so excluded, restricted or modified under local consumer protection law. Prior to acquiring a subscription, you should consult the product information made available on Services, including the Subscription description, minimum technical requirement and user reviews.

DISCLAIMERS

You expressly understand and agree that to the fullest extent permitted by applicable law, your use of the Service and any products offered through the services is at your sole risk, and the Service and any products are provided on an “as is” and “as available” basis, with all faults, to the fullest extent permitted by applicable law. The Company parties expressly disclaim all warranties, representations and conditions of any kind, express or implied, including, but not limited to, the implied warranties or condition of merchantability, fitness for a particular purpose, titles and non-infringement arising from the use of the services and products. The Company parties make no warranty representation or condition that:

- the service or any products will meet your requirements or
- your use of the services will be uninterrupted timely, secure or error-free.

To the maximum extent permitted by applicable law, the Company parties shall not be liable for any loss or profits or revenue or for indirect, incidental, punitive, exemplary, special or consequential damages, or damages or cost due to loss of data, production, or use, business interruption or procurement of substitute goods or services, whether or not the Company has been advised of the possibility of such damages. The Company parties assume no responsibility for the timeliness, deletion, misdelivery or failure to store any content, user communication or personalisation settings. Without limiting the foregoing, the company will not be liable for damages of any kind resulting from your use of or inability to use the Service or from any products or transactions or transfers relating to products, or from any third-party materials including from any viruses that may be transmitted in connection therewith, and including from any dispute with any other user of the service.

Limitation of liability

To the maximum extent permitted by the applicable law, neither the company, its licensors, nor their affiliates, nor any of the Company’s service providers shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the service, your account, your subscription and the content and services including, but not limited to, loss of goodwill, work stoppage, computer failure or malfunction or any and all other commercial damages or losses in no event with the Company be liable for any indirect, incidental, consequential, special, punitive or exemplary damages or any other damages arising out of or in any way connected with the service, the content and services, the subscriptions, and any information available in connection therewith, or the delay or inability to use the content and services, subscriptions or any information, even in the event of the company’s or its affiliates’ fault, tort (including negligence), strict liability, or breach of the Company’s warranty and even if it has been advised of the possibility of such damages. These limitations and liability exclusions apply even if any remedy fails to provide adequate recompense.

Your sole and exclusive remedy for dissatisfaction with the Service or any third party material is to stop using the Service, without limiting the foregoing, under no circumstances will the total aggregate amount that the company parties are liable to you exceed the greater of;

- the total actually paid to the company by you during the twelve (12) month period prior to the act, omission or occurrence giving rise to such liability;
- the remedy or penalty imposed by the statute or regulation under which such claim arises or;
- the foregoing cap on liability shall not apply to the liability of the company party for death, tangible property damage, or personal injury caused by the company's party's gross negligence or for any injury caused by the company's party's fraud or fraudulent misrepresentation.

No guarantees

To the maximum extent permitted by applicable law, neither the company nor its affiliates guarantee continuous, error-free, virus-free or secure operation and access to the services, the content, your account and/or your subscription(s) or any information available in connection therewith.

Limited warranty

Certain products purchased from the company are subject to a limited warranty, which is described in detail with the product or service.

Indemnification

You agree to indemnify and hold the Company, its corporate parents, subsidiaries, and affiliates and the officers, directors, employers, agents, representations, partners and licensors of each (collectively, the company parties) harmless from any damages losses, cost liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any claims concerning;

- your content
- your use/misuse of the services
- your violation of this agreement
- your violation of any rights of another party, including violations of any rights of another party, including any users
- your violation of any applicable laws, rules or regulations
- third-party claims that you or someone using your password did something that, if true, would violate any of these terms
- any misrepresentations by you or
- a breach of any representations or warranties you have made to us.

The company reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the company in asserting any available defences. This provision does not require you to indemnify any of the company parties for any unconscionable commercial practice by such party or for such party's negligence fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You agree that the provisions in this section will survive any termination of your account, this agreement or your access to the services.

AMENDMENT TO THIS AGREEMENT

This Agreement may at any time be mutually amended by your explicit consent to changes proposed by the Company. Furthermore, the Company may amend this Agreement (including any Subscription Terms or Rules of Use) unilaterally at any time in its sole discretion. In this case, you will be notified by e-mail of any amendment to this Agreement made by the Company within ten (10) days before the entry into force of the said amendment. Your failure to cancel your Account within ten (10) days after the entry into force of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease to use the Application or affected subscription(s). The Company shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall the Company have any obligation to prorate any fees in such circumstances.

TERM AND TERMINATION

Term

The term of this Agreement commences on the date you first indicate your acceptance of these terms and will continue in effect until otherwise terminated in accordance with this Agreement.

Termination by User

You may cancel your Account at any time. You may cease the use of a Subscription at any time or, if you choose, you may request that the Company terminate your access to a Subscription. Subscriptions are not transferrable. Access to Subscriptions purchased as a part of a pack or bundle cannot be terminated individually, termination of access to one product/service purchased in the pack. Your cancellation of an Account, or your cessation of use of any Subscription or your request that access to a Subscription is terminated, will not entitle you to any refund, including any subscription fees. The Company reserves the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account or termination of your access to a particular subscription. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation.

Termination by the Company

The Company may cancel your Account or any particular Subscription(s) at any time in the event that

- the Company ceases providing such Subscriptions to similarly situated Users generally or
- you breach any terms of this agreement (including any Subscription Terms or Rules of Use).

In the event that your Account or a particular Subscription is terminated or cancelled by the Company for a violation of this Agreement or improper or illegal activity, no refund, including any Subscription fees or any unused credits in your Services, will be granted.

Survival of Terms

Clauses on Licenses, Billing, Payment and other Subscriptions, third-party Content and clauses in between the Miscellaneous Clause will survive any expiration or termination of this Agreement

APPLICABLE LAW/JURISDICTION

Dispute Resolution

This document is governed by and is to be construed in accordance with the Ghanaian 1992 Constitution. All disputes controversy, differences or claims arising out of or in connection with this document, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations shall be settled under the arbitration rules of the Ghanaian Law courts by one or more arbitrators appointed in accordance with the said rules. The seat of arbitration shall be Ghana and proceedings shall be conducted in English.

Procedure for Making Claims of Copyright Infringement

If you believe content posted on the Services infringes your copyright rights, please provide our Legal and compliance department with the following information;

and electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest

- a description of the copyrighted work that you claim has been infringed
- a description of the location on the Services of the material that you claim is infringing
- your address, telephone number and e-mail address
- a written statement that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Correspondence to our Legal and Compliance department regarding notice of claims of copyright infringement should be addressed to: info@myvork.com

MISCELLANEOUS

Electronic Communications

The communication between you and the Company uses electronic means whether you visit the Services or send the Company emails, or whether the Company posts notices on the Services or communicates with you via email. For contractual purposes, you (1) consent to receive communication from the Company in an electronic form and (2) agree that all terms and conditions, agreement notices, disclosures and other communications and documents that the Company provides to you electronically will have the same legal effect that such communications of documents would have if they were set forth in “writing”. The foregoing sentence does not affect your statutory rights.

Assignment

This Agreement and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Force Majeure

The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

Questions, Complaints and Claims

If you have any questions, complaints or claims with respect to the Services, please contact our customer service department using the contact information available on the Services (support@myvork.com). We will do our best to address your concerns.

Notice

Where the Company requires that you provide an email address, you are responsible for providing the Company with your most current email address. In the event that the last email address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, the Company’s dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to the Company at the following address: info@myvork.com

Such notice shall be deemed given when received by the Company by letter delivered by a nationally recognised overnight delivery service of first-class postage prepaid mail at the above address.

Waiver

Any waiver or failure to enforce any provision of this agreement on one occasion will not be

deemed a waiver of any other provision or of such provision on any other occasion.

Severability

Except as otherwise expressly set forth in this Agreement, in the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portion shall remain in full force and effect.

Export control

You agree to comply with all applicable import/export laws and regulations. You agree not to export the Content and services or Product or allow the use of your Account by individuals of any terrorist-supporting countries to which encryption exports are at the time of exportation restricted. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.

Entire Agreement

This Agreement, including any term and condition privacy policy and other policies of the Company, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements

Rights of Third Parties

You agree that this agreement is not intended to confer and does not confer any right or remedies upon any person other than the parties to this Agreement.

Complying with Law

The Company's obligation is subject to existing laws and legal processes and the Company may comply with law enforcement or regulatory requests or requirement notwithstanding any contrary term.

Revision Date

We may, at any time and without liability, modify or discontinue all or part of the Services; charge, modify or waive any fees or charges required to use the Services; or change the Terms and Conditions of Services for some or all of our users. If you were a user before the Revision Date, it replaces your existing agreement with the Company.