

## **TERMS OF USE**

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### **1 – PRÉAMBULE**

**1.1** - The Seekewa platform accessible via [www.seekewa.com](http://www.seekewa.com), is the exclusive property of Seekewa S. A. S, a simplified joint stock company with a capital of 100,000,000 FCFA, registered with the RCCM under number CI-ABJ-2016-B-20835 and whose registered office is located at 369, rue des Alizés, Biétry- Marcory (ABIDJAN).

**1.2** - The present Terms of use (hereinafter referred to as the "CGU") describe the terms and conditions applicable to access to the Services offered on the Site.

**1.3** - The mission of the Services offered by the Company is to enable:

- Discovery of Agricultural Projects;
- The creation of a support community called "supporters" around the bearers of Agricultural Projects.
- The sale to supporters of vouchers worth acquiring professional goods and services intended for resale to project owners.
- Negotiation of prices for goods and services at a preferential rate.
- The development of a network in order to directly sell the production of the project's holder.

### **1. ACCEPTANCE OF TOS**

**1.6** - The access or use of the Site by a natural person implies his express and unreserved acceptance of these Terms. The Visitor or User declares that he has the capacity to contract as defined in Articles 1123 and 1124 of the Civil Code.

**1.7** - In the event of access to or use of the Site as a legal entity under public or private law, the Visitor or User declares that he/she has the capacity to consent by acting on behalf of this legal entity.

**1.8** - In the event of access to or use of the Site by a Visitor, Supporter or Project's holder as a legal entity, the latter guarantees to the Company that he holds all the rights, authorizations and powers necessary to:

- Accept these Terms of use on behalf of the legal entity for which he/she uses or accesses the Site;
- Create an account as described below.

In this case, access to the Site as a Visitor or User will imply the express and unreserved acceptance of these General Conditions by this Company, Association, Trade Union, State Organization or legal entity under public or private law.

**1.9** - In the event of non-acceptance of all or part of these Terms of use, the Visitor or User renounces any use of the Site.

**1.10** - The User is informed that the Company may amend these TOU at any time. Each version of the TOU will come into force on its date of posting on the Site and will remain in force until the next amendment or update of the TOU. Any User or Visitor of the Site expressly acknowledges that the use of the Site subsequent to any modification of the Terms and Conditions constitutes acceptance thereof.

**1.11** - Users may only contribute financially to Projects on the Site if they are of legal age and capable.

## **2 – PURPOSE**

**2.1** - The purpose of these Terms of use ("TOS") is to define the terms and conditions of access and use of the Seekewa platform and, in this context, to define the role and obligations of Seekewa as well as the Users and Visitors. By accepting them, the User of the Seekewa platform services expressly acknowledges and accepts them. If the User does not agree with the terms and conditions presented or does not wish to comply with them, he/she will not be able to benefit from the Services offered by the Company as specified in the preamble.

**2.2** - The conditions of access to the Services are described respectively in articles 5 and 6 of these General Conditions.

## **3 - DEFINITIONS**

**3.1** - For the purposes of these TOS, capitalized terms will have the meanings set forth below, unless the context otherwise requires:

**TOS:** designates the present general terms of use of the Site.

**Purchase Voucher:** Have a face value expressed in " points "used by a Supporter to acquire goods and services for the Project Owner.

**Successful Campaign:** Refers to any project published on the site whose goal of collecting points has been achieved.

**Credit Card:** means any payment or credit card accepted by the STRIPE payment system (usage conditions [HERE](#)) and used by a User to make a purchase on the Site or receive payments from the Site.

**Terms of use:** means the present Terms of use of use of the Site applicable to Visitors, which may be consulted on the Site by any Visitor and which Visitors must adhere to in order to become a User. The term "Terms of use" also means the applicable general conditions of sale which may be consulted on the Site by any Visitor or User and which these Visitors or Users must adhere to in order to be able to purchase all the goods and services marketed on the Site.

**Contribution:** means an allocation of points made on the Site by a Supporter to a Project for the purpose of having goods and services purchased and then sold in its name and on its behalf by the Company for the benefit of the Project Holder.

**Account:** Account belonging to the Supporter and registering in credit the points purchased, transferred, offered or returned and in debit the points allocated to the projects published on the site.

**Intellectual Property Rights:** means all intellectual property rights as provided for by the Intellectual Property Code and international conventions and, in particular, copyright, neighbouring rights of performers and phonographic and videographic producers, trademark law, patents, trade names (including Internet domain names and e-mail addresses), copyrights, moral rights, rights in all models, rights in all databases, know-how, registered or unregistered know-how, and other intellectual property rights.

**Collection Launch Date:** means the date on which the Project is placed on line on the Site and from which Supporters may make their Awards.

**Enterprise:** means any legal entity under public or private law (other than an Association).

**Project Worksheet:** designates all the information relating to the first names and age of the holder, the location of the project, the category of the project, the description of the holder and the project, the duration of execution of the project, the impact of the project (number of persons concerned by the financial benefits and increase in household income (in %) generated by the project), the value in points of the project (the principle of valuation is 1 point = 500 FCFA), the list of posts.

**Force Majeure:** means any flood, fire, natural disaster or other natural disaster, any declaration or progression of hostilities, war, riots or civil unrest, acts or omissions of the government or competent authorities, breakdowns, blockages, failures or variations of telecommunications facilities or networks, or any other cause similar or not to the above-

mentioned causes beyond the reasonable control of a party to a contract and resulting in any failure or delay.

**Collection Objective:** designates the value of the project displayed in points.

**Individual:** means any natural person who, at the date of registration on the Site, has full legal capacity under the applicable law.

**Party:** means, as the case may be, the Company and/or any User or legal entity under public or private law having accepted the application of these General Conditions, and "Parties" means all of them.

**Collection Period:** means, for each Project, the period during which Supporters may make their allocations via the Site, it being specified that this period may not exceed thirty (30) days and is no longer modifiable from the launch date of the Collection.

**Project Holder:** means any private legal entity legally constituted or any individual affiliated to a cooperative or an agricultural association approved by Seekewa SAS, for the benefit of which one or more project sheets have been published on the Site in order to promote and support one or more of its Projects. Any person having the status of Project Owner gives mandate to Seekewa SAS to mobilize for its purpose all the goods and services necessary to the execution of the project presented.

**Profile:** means (i) with respect to a User, the account (including the user's user name, e-mail address and password chosen by the User) and the personal space reserved for each registered User on the Site containing information about that User, as well as the characteristics of the Projects proposed to Users, for their participation in the development of said Projects, (ii)

**Project:** means any Pending Project that has been validated by the Company and is published on the Site.

**Pending Project:** means any agricultural initiative submitted by a Project Holder, but not yet validated by the Company and published on the Site.

**Successfully supported project:** means any Project whose collection of points is equal to its value displayed in points at the end of the Collection Period.

**Restitution:** means the equivalent value in points which credits the supporter's account in respect of a payment made by the holder of a project to which it has contributed.

**Services:** means the services offered by the Company, the purpose of which is to allow (i) the intermediation between Project Owners and Users via the Site managed by the Company for the purpose of facilitating their interaction and promoting the Projects presented on the Site, and (ii) the collection of points through the intermediation of the Site for the purpose of enabling Users to provide support to Project Owners and to finance the execution of the Projects presented on the Site.

The "**Site**" or "[www.seekewa.com](http://www.seekewa.com)" or any URL that could be substituted by Seekewa means the participative platform, exclusive property of the Company, whose purpose is notably to enable Project Holders to promote their Projects and Users to provide support by purchasing point packs for the realization of a Project.

**Company:** means Seekewa S. A. S., Simplified Joint Stock Company with a capital of 100,000,000 FCFA, registered at RCCM CI-ABJ-2016-B-20835 under number and having its registered office at 369, rue des Alizés, Biétry- Marcory (ABIDJAN).

**Partner company:** means DIGICRAFT LLC EIN: 30-0837899, Address: 108 West - 13th Street, Wilmington (DE) 19801, USA, recipient of payments made by supporters for the acquisition of their purchase orders and purchaser on their behalf of the corresponding goods and services from Seekewa.

**Supporter:** means any natural or legal person (s) registered on the Site and wishing to support one or more Projects by purchasing one or more purchase warrants to support one or more projects promoted on the Site.

**User:** means a Visitor who, after creating a User Profile, can support one or more Projects proposed on the Site via a Contribution. When creating the profile, the User adheres to these Terms of use.

**Visitor:** means any person who visits the Site to consult the content and information published on the Site without being registered or prior to registering on the Site as a User.

#### **4 - PRESENTATION OF THE SITE**

**4.1** - The Company has developed and implemented the Site, which provides an interface between Project Owners who wish to involve Users in the implementation and promotion of Projects designed by Project Owners and Users wishing to support the Projects proposed on the Site.

**4.2** - The Company grants Visitors and Users, who accept it, the non-exclusive and non-transferable right, for the duration of the validity of these Terms of use, to install access to the Site and to use the Site for the sole purpose of accessing the Services under these Terms of use.

**4.3** - The Visitors and/or Users acknowledge that any information relating to the Site, apart from the contents of the Site, constitutes the exclusive property of the Company which is the sole owner of the rights relating to the Site and ensures its updating and maintenance.

**4.4** - In the event of a User's failure to comply with these Terms of use, the Company reserves the right to refuse this User access to the Site without prior notice.

**4.5** - The Site is a work of the mind protected by intellectual property law.

Seekewa's brand name, trade name, trademarks and logo as well as the entire content of the Site, its organization (arrangement, assembly), presentation (graphic charter) and each of the elements that make it up (such as software and programs, databases, texts, videos, photographs, sounds, music, drawings, scripts)....) are the exclusive property of Seekewa, the only one entitled to use the related intellectual property rights.

Any complete or partial reproduction, modification, etc. of the Site or any of its components, on any medium whatsoever, for any purpose other than personal and private use, is strictly prohibited without the Company's prior written permission. Any such request should be addressed to the following address: Seekewa - 369 Rue des Alizés, Biétry - Marcory Abidjan.

It is specified that the photos appearing on the Site are only descriptive and non-contractual.

**4.6** - Some pages of the Site may contain links to other sites. The Visitor and/or User agrees to leave the Site by following these links. The Company shall not be held liable for the content of such sites if third parties who manage and publish such content do not comply with Ivorian regulations.

**4.7** - The mechanism of links is authorized when the pages relating to the Site appear in a whole and isolated window, under their respective addresses.

**4.8** - Any hypertext link pointing to the Site may be subject at any time to a request for deletion by the Company.

**4.9** - Any Visitor and/or User may not use the Site for commercial purposes and generally to offer products and services in return for direct or indirect remuneration. He agrees not to resell or make available to a third party and/or other Visitors and / or Users, for a fee and/or free of charge, access to the Site and the Services; he agrees not to publish any advertising, promotional or sponsorship message paying the User in any form whatsoever.

**4.10** - The Company does not acquire any ownership rights in the content presented by Users. As soon as a User makes content available to other Users (individually or by group), this User agrees that they have the right, free of charge and exclusively for personal purposes, to view and share the User's content on the Site or from the Site, on other electronic communications media (including mobile phones) for the entire duration of hosting the User's content on the Site. If a User wishes to use the content of another User for another purpose, in particular commercial use, the User must first obtain the necessary authorizations from the user whose content he wishes to use. In addition, during the period of the hosting of the content on the Site and within the strict framework of the functionalities making it possible to make the Site accessible via the Internet or other electronic communication media, the User authorizes the Company to reproduce / represent its content and, if necessary, adapt the format to this effect. The User is also informed that, taking into account the intrinsic characteristics of the Internet, the data transmitted, in particular the Content presented by the User, are not protected against the risks of misappropriation and/or hacking, for which the Company cannot be held responsible. It is the User's responsibility or, where applicable, to take all appropriate measures.

**4.11** - The Site is accessible, as far as possible, 24 hours a day, seven days a week. While the Company has taken all necessary steps to ensure the reliability of the information, software and Services contained on the Site, it shall not be held liable for any errors, omissions, viruses or results that may be obtained or the result of their misuse.

**4.11** - Accessibility to the Site cannot be considered as a breach of an essential obligation.

**4.12** - The Company shall not be held responsible for technical problems and incidents that may occur and lead to the risk of data loss. The Company is only bound by a simple obligation of means.

**4.13** - The Visitor, or User declares and guarantees that he/she fully understands the characteristics and constraints of the Internet by accepting these General Conditions.

**4.14** - The equipment (computers, software, electronic means of communication, etc.) enabling access to the Services provided by the Company are at the sole expense of the Visitor and/or User, as well as the electronic communication costs incurred by their use.

**4.15** - These Terms of use apply (i) to the Visitor, from his connection to the Site at the end of his navigation, (ii) to the User, from the creation of his Profile until the end of the latter, and (iii) to the Project Holder: from the creation of his Profile until the end of the latter.

**4.16** - Each Visitor, User has in general, the obligations to (i) comply with the laws and regulations in force, (ii) behave fairly towards the Company and other Visitors, Users and (iii) respect the Intellectual Property Rights relating to the contents provided by the Company and Users on the Site, (iv) communicate only accurate and faithful data relating to his or her civil status and personal details, and (v) provide only accurate and faithful personal details.

**4.17** - In case of violation of the conditions of access to the Site and use of the Services offered on the Site, the Company reserves the right to suspend access to and use of the Site and the Services to the Users and Visitors concerned unilaterally and without prior notice.

**4.18** - As from the effective date of termination of registration on the Site or access to the Services, the User or the concerned person will no longer have access to his/her Profile on the Site. No information published on the Site by the User concerned will be delivered in any form whatsoever by the Company and it is therefore the User's responsibility to take all measures he/she deems necessary to safeguard this information. The termination of publication of the contents on a Project Holder or User must be expressly requested by the User to the Company.

## **5 - REGISTRATION ON THE SITE**

**5.1** - The Visitor may register on the Site and thus become a User by filling out all the mandatory fields in the registration form available on the Site. Are eligible to become Users of the Site community natural or legal persons under public or private law.

**5.2** - In order to become a User and benefit from the functionalities of the Site made available to him/her, the Visitor must create a valid User Profile using the online form provided for this purpose. The User remains at any time free to modify or delete his Personal Data communicated when he registers to the Site.

**5.3** - Users give their tacit consent to the storage of the information they enter when creating or modifying their Profile.

**5.4** - As a contributor to the Site, it is the user's responsibility to ensure that the personal data transmitted to the Company and enabling it to be identified are accurate and complete.

**5.5** - After creating his User Profile on the Site, the User may purchase vouchers to support one or more Projects proposed by the Project Holders on the Site.

**5.6**- To purchase vouchers on the Site, the User must have a credit card accepted by the STRIPE payment system.

**5.7** - When the conditions necessary for registration are met by the User, the Company notifies the Supporter that its Personal Account has been opened. The login credentials for this account ("email" and password) are strictly personal and confidential and must not be communicated or shared with third parties. This information will allow you to log in to each User's Personal Profile.

**5.8** - In the event of the dissemination or use of these elements contrary to their intended purpose, the Company will be free to terminate access to the Profile. The user remains solely responsible for the use of these elements of identification by third parties or actions or statements made through his Profile as a User, whether fraudulent or not. The User guarantees the Company against all claims in this respect.

**5.9** - After registering a User on the Site, the Profile is valid for an indefinite period of time. The Company reserves the right to terminate it at any time, by e-mail, on reasonable notice. In the event of a User's failure to comply with the obligations inherent in his or her responsibility above, access to his or her Profile may be temporarily or permanently suspended immediately and without notice by deactivating his or her account, without prejudice to the Company's other rights.

**5.10** - The User is entirely responsible for maintaining the confidentiality of his/her login ("email") and password. Should the User become aware of fraudulent access to his/her account by a third party, the User undertakes to notify the Site as soon as possible by e-mail at [hello@seekewa.com](mailto:hello@seekewa.com) and/or confirm this information by registered mail to the following address: 369, rue des Alizés, Biétry- Marcory ABIDJAN.

**5.11** - The User undertakes not to use another User's username and password at any time, and not to disclose his or her username and password to any third party.

## **6 - ELIGIBILITY AND CLOSING OF ACCOUNTS**

**6.1** - By using the Site, the User declares and guarantees that (i) any information provided to the Company is true and correct, (ii) the accuracy of the information provided to the Company will be maintained by the User who will modify, if necessary, the information transmitted to the Company as soon as possible, and (iii) the use of the Site by the User does not infringe any law or regulation in force.

**6.2** - The use of the Site as a Visitor is free of charge.

**6.3**- Each account is open for an indefinite period of time and the User may close his account by notifying the Company of his decision and following the procedure set up on the Site at the following address: [hello@seekewa.com](mailto:hello@seekewa.com).

In the event of the User's failure to comply with any of the stipulations of these TOS, the Company may, in its sole discretion and by operation of law, without compensation and without notice, terminate its account, delete the data and files appearing therein, remove access to such data or files and/or prohibit the User from accessing all or part of the Services, without prejudice to any ordinary legal actions that may be opened to the Company.

It is specified that the closing of accounts, for whatever reason, does not call into question the contractual relations between the User and the Contractor of ongoing projects, which must be carried out until their end under the conditions defined therein.

## **7 - PERSONAL DATA**

**7.1** - The Company undertakes to process the personal data of Users in a lawful and fair manner as prescribed by the law n° 2013-450 of June 19,2013 relating to the protection of personal data.

**7.2** - Only those persons who have clearly completed the form containing all the information requested on the Site, who have a valid e-mail address and who have consented to these Terms of use may become Users holding a Profile on the Site.

**7.3** - The User undertakes to complete the registration form in due and proper form by providing accurate information to the Company, which may terminate this registration at any time and without prior notice in the event of a breach by the User of its obligations.

**7.4** - This registration is necessary in order to take full advantage of the Services offered on the Site. The Company may also request additional information from Users during specific operations such as games, surveys or promotional offers.

**7.5** - The collection of personal information when registering the User is intended to allow access to the Services available on the Site.

**7.6** - The Company and, where applicable, the technical organizations involved in the implementation of the Services offered on the Site are the sole recipients of the personal information collected.

## **8 - COMMERCIAL USE OF DATA**

**8.1** - The User accepts and authorizes the Company to transmit to the Project Owners the nominative information on an ad hoc basis and as necessary, in order to support the Projects presented on the Site.

**8.2** - In addition, the Company may disclose personal data when it is necessary to identify, question or prosecute any individual likely to harm or infringe (intentionally or unintentionally) the rights or property of the Company, other Users, or any other person likely to be penalized by such activities.

The Company also reserves the right to communicate the User's personal data in the event that it is required to do so by a state authority, particularly a judicial authority, or in accordance with the law. It also reserves the right to communicate them, if necessary, to defend itself in legal proceedings.

**8.3** - None of the information transmitted by the User when creating his Profile, except his username, is visible to other Users. These are protected by a username and password so that only the User has access to his personal information.

**8.4** - The User is legally responsible for the use of his Profile, including in the case of the use of his Personalized Space by a third party. The User agrees to immediately notify the Company of any unauthorized use of his Profile or any other breach of confidentiality. Under no circumstances is the User authorized to assign his Profile or the right of access to his Profile to a third party.

**8.6** - The Company undertakes to make its best efforts to implement appropriate technical and organizational measures to protect personal data.

On the other hand, websites that have hypertext links on the Site may collect personal information about Users. The information practices of these sites are not covered by these Terms and Conditions.

**8.7** - Pursuant to article 31 of the law n° 2013-450 of 19 June 2013 relating to the protection of personal data, each User has the right to access, rectify and oppose personal data concerning him/her. The User may therefore require that any information concerning him/her that is inaccurate, incomplete, ambiguous or outdated be corrected, completed, clarified, updated or deleted.

**8.8** - In order to exercise their modification rights at any time, each User must go to their Profile on the Site with their user name and password.

To delete his account, the User must send an e-mail to [hello@seekewa.com](mailto:hello@seekewa.com)

**8.9** - A "cookie" is a block of data sent to a browser by a web server and stored on the computer's hard drive. One or more " cookies " may be placed anonymously by the Company on the hard disk of the computer. These cookies do not contain any information of a private nature, or that could make it possible to identify the Visitor. They enable the Company to constantly improve the Service offered on the Site in terms of access to content, to recognize the Visitor when he or she logs on to the Site, to facilitate the management of the Site, and they can be used for statistical purposes (pages consulted, date and time of consultations, etc.). The Visitor is informed that he/she can oppose their implementation by following the procedure indicated on his/her browser. Nevertheless, the use of the Site could in this case be altered or even impossible.

**8.10** - The Company refrains from using or marketing personal data, except in the case of transmission of information necessary for the operation of the platform.

**8.11** - During the life of the Project and after its completion, the Project Holder authorizes the Site, unless explicitly stated otherwise, to exploit the Project and its image for the purpose of illustrating its activity.

**8.12** - The eventual exploitation of the User's personal data by the Site may in no case give rise to any remuneration, right or benefit for the User unless otherwise stated.

## **9 - LIABILITY FOR CONTENT**

**9.1** - All information provided by a User under these Terms and Conditions is accurate and up-to-date in all material respects as of the date it is provided or, if applicable, as of the date it is provided.

The User guarantees the Company against any recourse of any person (including Users, Visitors, and more generally, third parties) regarding the reproduction and dissemination of these contents and information.

**9.2** - The User does not fail to comply with any of the legal, regulatory and administrative provisions applicable to him/her, the failure to comply with which would impair his/her ability to meet his/her obligations under these Terms of use. In particular, the User holds all rights relating to the content and information provided to the Company, Visitors and Users.

**9.3** - Users are solely responsible for the completeness of the contents they transmit on the Site and the consequences resulting from them. Thus, the Users guarantee not to transmit any content that constitutes a violation of Intellectual Property Rights, an attack on persons (in particular defamation, insults, insults, etc.), respect for privacy, an attack on public order and morality (in particular, apology for crimes against humanity, incitement to racial hatred, child pornography, etc.). The transmission of such content is strictly prohibited. In the event of infringement of the laws in force, morality, the present conditions of use or for any other reason freely interpreted, the Company reserves the right to exclude for a limited period or definitively the Users who are guilty of such infringements and to delete information and references to this information. If necessary, the user must include the source of the information and data posted on the Site.

**9.4** - The pre-contractual relations between the Project Owner and the Site are also governed by the aforementioned rules in 9.3 of these Terms of use.

## **10 - LIABILITY FOR THE FACT OF THE SITE**

**10.1** - The Company takes the greatest possible care in the operation and maintenance of the Site and makes use of only such technical information and means as it deems reliable. However, the Company does not guarantee that the Site will operate without errors and without interruption, nor does it guarantee the accuracy or updating of its content. The Company expressly disclaims any liability in this respect. In addition, the Company may modify the content and functionalities of the Site without prior notice and therefore asks Users to refer to it regularly. Unless expressly stated otherwise, any new feature that enhances or increases one or more existing Services, or any new Service launched by the Company on the Site will be subject to these Terms and Conditions.

**10.2** - The Company shall not be held liable, except in the event of gross negligence or wilful misconduct, for any act or omission, non-performance, partial performance or delay in the performance of its obligations in relation to the damage or loss suffered directly or indirectly by the User as a result of an act or omission of another User or any other person related to the latter.

**10.3** - The Company may not be held liable to a User or to any third party for any possible degradation, suspension or interruption of the Services due to Force Majeure, the fact of a User or a third party, as well as to the inevitable hazards that may arise from the technique and complexity of implementing the Services.

**10.4** - The Company endeavours to keep the Site accessible 24 hours a day, seven days a week, but is under no obligation to do so. The Company may therefore interrupt access to the Site, in particular for reasons of maintenance and upgrading. Access may also be interrupted for any other reason. The Company shall in no way be held liable for these interruptions and the consequences that may result for Users or any third parties. The Company may terminate or modify the characteristics of the Site at any time, without prior notice. In no event shall the Company be liable for any loss or damage to such data. Any information or advice provided by the Company shall not be construed as a guarantee of any kind. In addition, hypertext links may lead to the consultation of external websites managed by third parties. On these websites, the Company has no control and assumes no responsibility for their content.

**10.5** - The Company is not obligated by these Terms of use to do or refrain from doing anything that would violate, or in its reasonable opinion would compel it to violate, any law or regulation, or a duty of confidentiality.

**10.6** - The Company shall in no event be liable for any damages whatsoever, whether arising out of contractual, quasi-delictual or other liability, as a result of any action or event occurring after the expiration or termination date of these Terms and Conditions.

**10.7** - The Company does not provide any advice to Users. As such, the Company shall not be held liable in any way for the consequences of the Supporters' contribution. In particular, the Company does not give any recommendation or advice on the tax consequences for Users and Project Holders. Each User should inform itself of its tax obligations arising from the contribution and collection of contributions.

**10.8** - The Company shall not be liable for any error, omission, interruption, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access, or alteration of communication with any User.

**10.9** - The Company is not responsible for the security and confidentiality of data exchanged, if any, in connection with the use of the Site.

**10.10** - The company cannot be held responsible for the information transmitted to it by project promoters, even if it will ensure as far as possible that this information is true.

## **11 - INTERMEDIARY SERVICES**

**11.1** - As part of the Services offered on the Site, a Project Holder shall provide to the Company, as part of a preliminary investigation, all the elements on which the information mentioned in the project sheet will be based.

**11.2** - In order to respond to requests from the Project Leaders, objective selection criteria are established. In this case, it is appropriate that (i) the Project be technically viable, (ii) financially viable and (iii) backed by a Preliminary Purchase Order (PCO) and an Assignment of Image Rights Agreement signed by its Holder. Different responses may be made to the Project Leader within the time limits detailed in the following points: (i) outright acceptance, or (ii) request for modification of the Project parameters, or (iii) outright refusal.

**11.3** - The Company has one (1) month from the date of the preliminary investigation on Project and the Project Proponent to give its consent for its publication of the Project on the Site, as indicated in the following paragraphs. If this is not the case, the Company may, within the same time limit, notify the project holder of a simple refusal.

**11.4** - A project is only selected if it reaches 100% before the end of its points collection campaign (30 days).

As a result, the Company will proceed with the delivery of goods after a maximum period of 30 days and supervise the execution of the services whose equivalent value corresponds to the number of points obtained through the allocations (the supporters are joint owners each up to the amount of their attributions, the goods and services that will be sold). Delivery notes and work orders are systematically unloaded by the project owner.

Flexible repayment terms are agreed upon between the Project Proponent and the Corporation.

**11.5** - The characteristics and parameters of the Projects contributed by a Project Holder, once accepted by the Company and presented on the Site in accordance with these Terms of use, may not be modified by the Project Holder at the end of the Points Allocation Period. However, the Project Holder will be authorized during the Point Allocation Period to make changes to the Project that are intended to improve the achievement of the objectives pursued by the Project.

**11.6** - The Project Owners are solely responsible for damages created by the publication on the website of the information they transmit to The Company.

**11.7** - The Company shall not be held liable for any reason whatsoever except in the case of manifest errors or mistakes on its part.

**11.8** - As from the date of the preliminary investigation on the Project, the Company has a period of one (1) month to give or withhold its consent to the presentation to Visitors on the Site of a Project brought by the Project Owner.

**11.10** - The consultation of the Projects by Visitors and Users is completely free of charge. Users may be notified of the posting of a Project online by an e-mail of information sent to them by the Company.

**11.11** - The Company, in its role as an intermediary, shall not be held liable for the failure of the project and, at the same time, for the failure of the Project Owners to pay.

**11.12** - The Company shall not be held liable in the event of cancellation of the Project. Only the Project Leaders are responsible for the consequences of such cancellation.

**11.13** - The Project Holder guarantees and undertakes to indemnify the Company against any damage suffered by the latter, as well as to protect it against any liability action that may be brought against the Company by a User, Visitor or, more generally, by a third party, for the violation of any right resulting from the publication of the Project on the Site or from the execution of the Project presented on the Site.

## **12 - POINTS ALLOCATION AND RETURN SERVICE**

**12.1** - The Supporter may award points to any project that collects its preference in relation to the Projects proposed on the Site. On the basis of the information presented on the form published on the site, Users may choose the Project Leaders who are beneficiaries of their allocations, as well as, if necessary, award their points for the development of one or more Projects under the conditions defined below.

**12.2.1**- Users are free to choose the level of their points allocation.

However, a project may not receive awards from more than ninety-nine supporters.

A supporter may not award more than 500 points to a given project. The points awarded are deducted from the balance in the Supporter's Account. This balance is always credit. If the balance is insufficient, the allocation of points allocated to a project is rejected.

The awarding of term points is equivalent to the precise designation: (i) of the goods and services or the fraction of goods and services for which the bearer allocates the monetary countervalue to the project; (ii) of the Company as commission agent responsible for ensuring the actual delivery of the goods and the execution of the services or the fraction of goods and services identified.

**12.2.2**- The Supporter can also opt for an "automatic" allocation mode. In this mode, the supporter gives the Company a mandate to allocate its entire balance of points according to projects that meet at least one of the Supporter's preference criteria; then, in descending order, to the projects with the highest scores on the Site.

The supporter can interrupt the automatic allocation mode at any time and thus regain control of his account balance.

**12.3** - The Site cannot guarantee the accuracy of the information provided by the Project Owner. However, prior to putting the Project on line on the Site, the Site will ensure a check of completeness of the mandatory information, a consistency check of all information and an analysis of the quality of the project in order to rule out any fanciful or unrealistic project. However, this does not constitute a guarantee for the Contributor as to the viability or authenticity of the project. Similarly, the Site could not be held liable for the conditions of execution of the Project by the Project Holder, its actions or omissions.

**12.4** - Any information provided by the Project Holder that is inaccurate or likely to mislead the Company or Contributors is the responsibility of the Project Holder.

**12.5** - Consequently, the obligations entered into under these terms and conditions are exclusively obligations of the Site towards the User and the User shall not be able to seek the contractual responsibility of the Company in the event of default by the Project Holder to its obligations.

**12.6** - The Site undertakes to: (i) assure the User that the Project Leaders actually dispose of the goods and services mobilized through the point allocations, and (ii) report to them on the progress of the Projects as well as, where applicable, on the implementation and results of the Projects to which the Users have made Contributions.

**12.7** - The purchase of vouchers by the Supporters can be made by credit card. They shall give rise to the credit of the cantonment bank account opened by the Partner Company for this purpose.

**12.8** -In the event that the campaign is successful, the Company shall then invoice the Partner Company for the goods and services mentioned on the purchase order and make delivery to the Project Holders.

**12.9** -Seekewa shall deliver the goods and supervise the performance of the services. In return, delivery notes and work orders are systematically discharged by the project holder.

**12.10** -As soon as the delivery/execution phase ends, the Company issues its invoice, a copy of which is also unloaded by the holder. The invoice shall indicate the payment terms agreed with the bearer as indicated on the preliminary purchase order)

**12.11** - In the event of a successful campaign, the preliminary purchase order is fully effective between the Company and the Project Holder.

**12.12** -In the event that the Points Gathering Campaign fails, the Supporter will be fully reimbursed for all points awarded to the project.

**12.13** -The Corporation is compensated through discounts obtained from suppliers of goods and services that supply the selected projects. Discounts are assessed on the basis of the differential between the negotiated tariff and the retail price quoted by the supplier. A variable proportion ranging from 0% to 30% of the discount granted by the supplier is retroceded to the project holder in the form of preferential tariffs.

**12.14** -For each advance paid by the project holder in respect of the payment of his invoice, the Company shall refund to each natural person fan a share of the equivalent value in corresponding points. Such restitution shall be made in proportion to the allocation of each of them.

**12.15** - In the absence of any payment incident, The Supporter carries out a zero margin transaction. The monetary value of the points he awards is equal to the monetary value of the points returned to him.

**12.16** - In the event of cancellation for any reason of a Project published on the Site, the points awarded to project leaders will be returned in full to the Supporters concerned by the cancellation of the said project.

**12.17** - It is the responsibility of each User to pay any applicable tax or associated tax, whether on purchases made on the Site or returns of funds collected from the site.

**12.18** - The Project Holder is solely responsible for the use of the goods and services delivered to him/her and invoiced by the Company.

**12.19** - The User accepts and understands the risks of non-performance, postponement, or cancellation of Projects prior to any awarding of points to said Projects.

**12.20** - The Supporter shall make one or more purchases by means of payment using his bank card, the total amount of which may not exceed \$5,000 per calendar year.

**12.21** - A supporter may transfer all or part of its points balance to another supporter or acquire points through a gift card to a person of its choice. Points purchased, points returned or gift points are credited to the beneficiary's account in the same way.

**12.22** - Balances in accounts that have not been posted at least once for three consecutive months shall be allocated de facto on an "automatic basis". Returns resulting from these allocations in automatic mode are by default attributable by the supporters to other projects.

**12.22** - Any Supporters may request that their account be closed at any time. The closing of the account will automatically terminate the commission agent mandate given by the Supporter to the Company. If the Supporter's account is awaiting return of points, the Supporter will be alerted and asked to confirm closure. In case of non-confirmation, the account closure will be cancelled. In case of confirmation, the outstanding refunds will remain with Seekewa SAS, the account will be closed and from the 30th day of the month following that of the request, the value of the points held by the Supporter on the day of confirmation will be converted according to the parity 1 point = 500 FCFA. The funds will then be transferred to the Supporter's bank card at the rate of the CFA franc in the card's reference currency on the day of the transaction.

## **13 - RULES GOVERNING GENERAL CONDITIONS**

### **13.1 - Applicable Law**

13.1.1 - The present General Conditions are subject to Ivorian law for their validity, interpretation and execution.

13.1.2 - If one or more stipulations of this agreement are held to be invalid or declared as such in application of a law, regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope. The parties then agree to replace the clause declared null and void by a clause which will most closely approximate the content of the clause initially agreed upon, in order to maintain the balance of the contract.

13.1.3 - Any dispute relating to these Terms of use or to any document or commitment relating thereto shall be submitted, failing an amicable settlement between the Parties, to the exclusive jurisdiction of the Commercial Court of Abidjan.

### **13.2 - Validity, modification, cancellation, assignment**

13.2.1 - The present Terms of use take effect as of their publication on the Site and remain in force until their partial or total modification by the Company. In the interest of adapting and developing the Site to better meet the expectations of Users, the Company reserves the right to unilaterally and without prior notice modify the various services offered on the Site as well as these Terms and Conditions. Each use of the Services offered on the Site by Users constitutes acceptance of the latest version of the Terms of use published on the Site. The Company also reserves the right to remove certain services altogether, or even to delete the Site. The User may not make any claim in this respect.

13.2.2 - The Company reserves the right to assign to any third party of its choice all or part of its rights and obligations under these General Conditions, which the User accepts without reservation.

### **13.3 - Severability and completeness of clauses**

13.3.1 - The nullity, lapse, lack of binding force or unenforceability of any of the provisions of these Terms of use shall not entail the nullity, lapse, lack of binding force or unenforceability of other provisions which shall retain all their effects.

13.3.2 - Unless otherwise stipulated, these Terms of use contain in a complete and exclusive manner all the terms applicable to the subject matter of these Terms of use and supersede all previous negotiations, communications, declarations and commitments, whether oral or written, between the Parties as to the subject matter of these Terms of use.

### **13.4 - Interpretation**

14.4.1 - Unless expressly stipulated otherwise or unless the context otherwise requires a different meaning (i) references in these Terms of use to the preamble and articles shall, unless otherwise specified, be construed as references to the preamble and articles of these Terms of use, (ii) words with the plural shall include the singular and vice versa, (iii) the reference to a person shall include an implicit reference to the following terms and conditions: (i) words in the preamble of these Terms of use shall include the singular and vice versa, (iii) references to a person shall include an implicit reference to the following.

### **13.5 - User Independence**

14.5.1 - The User uses the Site and the Services offered on the Site in a totally independent manner and its registration on the Site and the collection of Contributions do not constitute, with respect to the Company, any relationship of subordination, agency, de facto company or partnership or representation.

### **13.6 - Notifications**

13.6.1 - Any notification, request or communication made in accordance with the Terms of use shall be made by a written document addressed, by any means, to the Party concerned.

13.6.2 - Any notification, request or communication to be made and any document to be issued by a Party to another Party pursuant to this Agreement shall be made in accordance with the instructions set out below:

- With regard to the Company, attention: Serge ZAMBLE, Chairman of Seekewa, Simplified Joint Stock Company with a capital of 100,000,000 CFA francs, registered with the RCCM under the number CI-ABJ-2016-B-20835 and whose registered office is located at the address Seekewa - 369 Rue des Alizés, Biétry - Marcory Abidjan; E-mail: hello@seekewa.com;
- For Users: to the postal address or e-mail address indicated by the User on his/her Profile.

13.6.3 - Notifications shall be deemed to have been effected (i) by registered letter with acknowledgement of receipt on the date of first submission of the registered letter by the postal services, the date indicated on the receipt as proof of the date, (ii) by hand-delivery on the date indicated on the receipt signed by the addressee or any of his employees or servants, or (iii) by electronic communication on the date indicated on the dispatch message, provided that the following conditions are met