

baobab – End User License Agreement (EULA)

Effective Date: October 24, 2025

Entity: Virtual Operative Services OÜ (Reg. No. 169xxxxxx)

Registered Office: Tallinn, Estonia

Jurisdiction: Republic of South Africa

Compliance: POPIA (South Africa), GDPR (EU), Electronic Communications and Transactions Act (ECTA)

1. Introduction

This End User License Agreement (“Agreement” or “EULA”) is a binding contract between you (“User,” “you,” or “your”) and **Virtual Operative Services OÜ** (“Company,” “we,” “our,” or “us”) regarding your use of the **baobab** mobile and web applications (“baobab,” “the App,” or “Platform”).

By downloading, installing, or using baobab, you confirm that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not install or use the App.

This Agreement governs all use of baobab, including its community posting features, subscription tiers, data handling, and access through the subdomain share.baobab.virtualopservices.com.

2. License Grant

2.1 The Company grants you a **limited, non-exclusive, non-transferable, revocable license** to use baobab solely for personal, non-commercial purposes, subject to this Agreement.

2.2 This license allows you to:

- Install and use baobab on compatible mobile devices and web browsers.
- Create and manage posts, reports, or other content within your local or paid tier.
- Access publicly available community information.

2.3 You may not:

- Copy, modify, or distribute the App except as expressly allowed.

- Reverse engineer, decompile, or disassemble the App or attempt to derive its source code.
- Circumvent any security, licensing, or usage restrictions.
- Rent, lease, sell, sublicense, or otherwise transfer your license or account.

3. Ownership and Intellectual Property

3.1 All intellectual property rights in baobab, including its software, code, design, trademarks, data models, and databases, are owned by **Virtual Operative Services OÜ** and protected under international copyright, trademark, and trade secret laws.

3.2 Except for content you post, nothing in this Agreement transfers ownership of any baobab IP to you.

3.3 “baobab” and associated logos are registered or common-law trademarks of Virtual Operative Services OÜ. You may not use them without express written consent.

4. Account Registration and Verification

4.1 To access baobab, you must create an account using a valid mobile number or email address.

4.2 You represent that:

- You are at least **16 years old**.
- All information provided is accurate and current.
- You are authorized to use the device and account credentials used for registration.

4.3 The Company may, at its discretion, require additional verification (including identity verification such as ID or passport submission) to ensure the authenticity of reports or accounts.

5. Subscription and Paid Tiers

5.1 baobab offers free and paid access tiers:

- **Local Tier (Free):** Users may post within their immediate community.
- **Regional Tier (Paid):** Users may post to broader regional audiences.
- **National Tier (Paid):** Users may post and view content across the entire country.

5.2 Subscription fees are payable via the in-app payment system or linked web portal.

5.3 Paid tiers auto-renew monthly unless canceled.

5.4 Refunds are only provided in cases required by South African Consumer Protection Act or under exceptional conditions determined by the Company.

5.5 By subscribing, you authorize us and our payment processors to charge your chosen payment method according to the selected plan.

6. User-Generated Content

6.1 You retain ownership of all content (posts, images, reports, comments, etc.) that you create and submit on baobab ("User Content").

6.2 By posting User Content, you grant the Company a **worldwide, non-exclusive, royalty-free, perpetual, transferable license** to use, display, reproduce, distribute, modify, translate, and create derivative works for the purposes of:

- Operating and improving baobab;
- Displaying your content within the app and affiliated channels;
- Promoting civic engagement and transparency efforts.

6.3 You represent that:

- You own or have rights to the content you post.
- Your content does not infringe on the rights of others.
- Your posts comply with community guidelines and applicable laws.

6.4 The Company reserves the right to remove or restrict content that violates this Agreement, South African law, or public safety standards.

7. Acceptable Use and Restrictions

7.1 You agree **not to**:

- Post false, misleading, or inflammatory content.
- Incite violence, hatred, or discrimination.
- Share personal information of others without consent.
- Attempt unauthorized access to baobab or related systems.
- Use the App for political propaganda, spam, or advertising without permission.
- Interfere with or disrupt servers, networks, or data integrity.

7.2 Violations may lead to suspension, removal, or permanent banning of your account, without refund.

8. Data Protection and Privacy

8.1 The Company processes your personal information in accordance with the **baobab Privacy Policy**.

8.2 By using baobab, you consent to:

- Storage of your data on **Firebase (EU)** servers.
- Processing for operational, analytical, and moderation purposes.
- Cross-border transfer in accordance with POPIA and GDPR safeguards.

8.3 Users may request access, correction, or deletion of their data as permitted by applicable laws.

9. Security

9.1 The Company uses encryption (including AES-256 and HTTPS transport) to protect your data.

9.2 However, you acknowledge that no system is entirely secure, and you use baobab at your own risk.

9.3 You are responsible for maintaining the confidentiality of your credentials and for all activity under your account.

10. Updates and Modifications

10.1 The Company may update or modify baobab at any time to improve functionality, security, or compliance.

10.2 This may include automatic updates on your device. Continued use of the App constitutes acceptance of such updates.

11. Termination

11.1 The Company may suspend or terminate your license immediately if you:

- Breach this Agreement;
- Engage in unlawful or harmful behavior;
- Fail to pay subscription fees (where applicable).

11.2 Upon termination, you must cease all use of baobab and uninstall the App.

11.3 The Company reserves the right to retain anonymized or legally required data post-termination.

12. Disclaimers

12.1 baobab is provided “as is” and “as available.”

12.2 The Company does not guarantee:

- Accuracy, completeness, or reliability of any content;
- Continuous availability or error-free operation;
- That content posted by users represents factual information.

12.3 The Company is not responsible for decisions made based on user-generated content.

13. Limitation of Liability

13.1 To the fullest extent permitted by law, **Virtual Operative Services OÜ** shall not be liable for any:

- Indirect, incidental, consequential, or punitive damages;
- Data loss, service interruption, or system failures;
- Losses resulting from reliance on information posted on baobab.

13.2 Total liability shall not exceed the subscription fee paid in the twelve (12) months preceding the claim.

14. Indemnification

You agree to indemnify and hold harmless **Virtual Operative Services OÜ**, its officers, affiliates, and partners from any claim, liability, loss, or expense arising from:

- Your violation of this Agreement;
- Your misuse of baobab;
- Your infringement of third-party rights.

15. Governing Law and Dispute Resolution

15.1 This Agreement is governed by the laws of the **Republic of South Africa**.

15.2 In case of a dispute, the parties shall first attempt amicable resolution. If unresolved, disputes shall be submitted to arbitration under the **Arbitration Foundation of Southern Africa (AFSA)** rules, held in Cape Town, in English.

15.3 The decision of the arbitrator shall be final and binding.

16. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will continue in full force.

17. Entire Agreement

This EULA constitutes the entire understanding between you and Virtual Operative Services OÜ regarding baobab and supersedes all prior agreements, written or oral.

18. Contact Information

For legal inquiries or support:

Virtual Operative Services OÜ

Email: legal@virtualopservices.com

Registered Office: Tallinn, Estonia

Operating Address (South Africa): Cape Town