

baobab – Terms of Service (ToS)

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), Consumer Protection Act (CPA)

1. Acceptance of Terms

By creating an account, accessing, or using **baobab** (“the App,” “the Platform,” or “Service”), you agree to be bound by these Terms of Service (“Terms”) and all policies incorporated herein, including the **EULA**, **Privacy Policy**, and **Community Policy**.

If you do not agree, you must discontinue all use of baobab immediately.

These Terms govern all interaction with baobab, including local, regional, and national postings; in-app communications; and engagement with other users or public posts.

2. Eligibility

2.1 You must be at least **16 years old** to use baobab.

2.2 By using the Service, you confirm that:

- You have the legal capacity to enter into a binding agreement;
- You will comply with all applicable laws and regulations;
- You will use baobab for legitimate community, social, or civic purposes only.

3. Account Registration

3.1 To use baobab, you must register an account using your valid mobile number, email address, or other approved verification method.

3.2 You agree to:

- Provide accurate, current, and complete information;
- Maintain confidentiality of your login credentials;
- Be solely responsible for activities under your account.

3.3 The Company reserves the right to require identity verification (such as ID or passport validation) for account authenticity or legal compliance.

3.4 Multiple accounts or business accounts may be permitted for authorized partners, intermediaries, or verified organizations, subject to approval by baobab.

4. Nature of the Platform

baobab is a **social reporting and community engagement platform**. It allows users to:

- Post reports, community updates, and information on social, political, or civic issues;
- Engage in discussions within defined geographic tiers (local, regional, or national);
- View and interact with verified or aggregated public data.

baobab does **not** verify the factual accuracy of every user post and does not act as a news or government agency.

5. Account Types and Tiers

5.1 Free Tier (Local Posting)

Users may post within their immediate geographic area or community cluster.

5.2 Paid Tiers (Regional and National)

- **Regional Tier:** Enables posting to broader audiences within a province or predefined region.
- **National Tier:** Enables posting across the entire country and access to additional analytics or aggregated data.

5.3 Subscription payments are billed monthly via in-app payment processors or the baobab website.

5.4 Paid tiers auto-renew unless canceled before the next billing cycle.

5.5 Refunds are limited to statutory rights under the **Consumer Protection Act (CPA)** or in exceptional cases determined by the Company.

6. Use of Service

You agree to use baobab in a lawful, responsible, and respectful manner. You will not:

- Post false, misleading, defamatory, or inflammatory content;
- Incite violence, hatred, or discrimination on the basis of race, religion, gender, or nationality;
- Upload or distribute malware, spam, or automated scripts;
- Misrepresent your affiliation with any person or organization;
- Interfere with the normal operation of the Service or attempt to bypass moderation systems.

Violation of these terms may result in account suspension or termination without refund.

7. Content Ownership and Rights

7.1 User Content

You retain ownership of content you post on baobab.

By submitting content, you grant **Virtual Operative Services OÜ** a **worldwide, non-exclusive, royalty-free, perpetual license** to use, display, distribute, modify, and translate your content as needed for:

- Platform functionality;
- Data aggregation, research, or analysis;
- Promotion of civic engagement initiatives.

7.2 Public Availability

All posts on baobab are public by default within their visibility tier. Local posts remain within local visibility boundaries unless reshared.

7.3 Content Removal

The Company reserves the right to:

- Remove content that violates laws, ethics, or these Terms;
- Suspend users who repeatedly breach policies;
- Retain anonymized or legally required copies of removed content for compliance.

8. Moderation and Community Conduct

8.1 baobab operates a **multi-layered moderation system**, combining automated review, human moderation, and community flagging.

8.2 You agree not to abuse reporting tools or engage in coordinated manipulation of community feedback.

8.3 Content that violates South African hate speech or defamation laws, or encourages violence, will be removed.

8.4 Users may appeal moderation decisions through written request to:
moderation@virtualopservices.com.

9. Payments and Subscriptions

9.1 Payments are processed through third-party providers such as Google Play, Apple App Store, or authorized web gateways.

9.2 You authorize the Company and its payment partners to charge your selected payment method for all applicable fees, taxes, or subscription renewals.

9.3 Subscription plans and pricing are detailed in-app and may vary by country or region.

9.4 The Company reserves the right to adjust pricing, introduce new tiers, or modify access levels with reasonable notice to active subscribers.

9.5 Failure to process payment may result in suspension of access to paid features.

10. Termination and Suspension

10.1 The Company may suspend or terminate your account immediately if:

- You violate these Terms or the EULA;
- You engage in unlawful activity through the Platform;
- You misuse payment or reporting features;
- Your actions pose risk to other users or the public.

10.2 Users may delete their account at any time through in-app settings.

10.3 Upon termination, the Company may:

- Retain anonymized data for lawful purposes;
- Remove your content from public view;
- Deny future registration attempts.

11. Data Protection and Processing

11.1 baobab collects and processes personal data in accordance with its **Privacy Policy**.

11.2 Data is securely stored on **Google Firebase (EU servers)** with AES-256 encryption and HTTPS transport.

11.3 Data processing purposes include:

- Authentication and account management;
- Community safety and moderation;
- Aggregated research and analytics;
- Subscription and payment operations.

11.4 Users may request access, correction, or deletion of their personal data at: privacy@virtualopservices.com.

12. Cookies and Tracking

If you access baobab via web subdomain (share.baobab.virtualopservices.com), cookies may be used for:

- Session management;
- Analytics and app performance;
- Security enhancement.

You may manage cookie preferences in your browser settings or within app controls.

13. Platform Availability and Updates

13.1 The Company strives for continuous operation but does not guarantee uninterrupted or error-free service.

13.2 Maintenance, updates, or system outages may occur without prior notice.

13.3 baobab may automatically install or prompt updates to improve performance, security, or compliance.

Continued use constitutes acceptance of such updates.

14. Disclaimers

14.1 baobab is a community-driven information-sharing platform.
The Company does not:

- Guarantee factual accuracy of user-generated content;
- Endorse any political, religious, or social viewpoint;
- Assume liability for user posts, external links, or third-party data.

14.2 You acknowledge that you use baobab at your own discretion and risk.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, **Virtual Operative Services OÜ** shall not be liable for:

- Indirect, incidental, consequential, or punitive damages;
- Data loss or service interruption;
- Damages arising from reliance on user content.

15.2 Liability shall be limited to the total subscription fees paid within the past twelve (12) months preceding the claim.

16. Indemnity

You agree to indemnify, defend, and hold harmless **Virtual Operative Services OÜ**, its officers, directors, employees, and partners from any claim, damage, or expense arising from:

- Your use of baobab;
- Your violation of these Terms;
- Your infringement of any intellectual property or privacy rights.

17. Governing Law and Dispute Resolution

17.1 These Terms are governed by the laws of the **Republic of South Africa**.

17.2 In the event of a dispute, parties shall first attempt informal resolution through written correspondence.

17.3 Unresolved disputes shall be referred to arbitration under the **Arbitration Foundation of Southern Africa (AFSA)**, Cape Town, in English.

17.4 The arbitration decision shall be final and enforceable in any competent court.

18. Changes to Terms

18.1 The Company may modify these Terms at any time to reflect:

- Legal or regulatory updates;
- Operational changes;
- Introduction of new features.

18.2 Updated Terms will be published in-app and on the baobab website. Continued use constitutes acceptance.

19. Severability

If any provision of these Terms is found invalid, the remaining provisions shall continue in full force and effect.

20. Contact Information

For inquiries regarding these Terms:

Virtual Operative Services OÜ

Email: legal@virtualopservices.com

Registered Office: Tallinn, Estonia

Operating Address: Cape Town, South Africa