

Terms of Use

Last updated: November 9, 2014

Thank you for using Qikli.com

Please read these terms of use carefully, they may have changed since your last visit. This is a legal agreement. When creating a new account or by continuing to use Qikli you confirm your agreement to these terms of use (the "**Terms**"), our Privacy Policy, and our Acceptable Usage Policy. If you do not accept these Terms then you may not make use of this website or the products offered.

Qikli ("**We**", "**Our**", or "**Qikli**") provides multiple communications, data collection, and customer management tools that may be available from time to time, including but not limited to email, SMS, and voice applications (the "**Products**") via our website <http://www.Qikli.com> or <http://engage.Qikli.com> (the "**Website**" or "**Platform**"). All customers or representatives of another entity that are our customer and/or entities that create an Account, as defined herein, (the "**User**") are bound by these Terms and related documents (our Privacy Policy, API Usage Policy, and our Anti-Spam and Restricted Content Policy, collectively the "**Agreements**").

1. **General Terms of Use.**

1. We may amend the Terms at any time as the result of a regulatory change or for any commercially reasonable reason. Our future performance of our obligations under the Terms is sufficient consideration for any amendment. Any amendment will become effective upon notice to the User, either by email or by posting it on the Website. If you do not agree to any amendments you must stop your use of the Website and terminate your Account. Any terms provided to you in any other form are null and void.

2. **Eligibility.**

In order to create an Account, you must

1. Be at least eighteen (18) years old
2. Be able to enter into legally binding contracts under applicable law
3. Complete the registration process provided via the Website.

4. Provide true, complete, and current contact information

5. Agree to these Terms.

By using the Products, Website, Qikli software, any service provided to Users by Qikli, or any part thereof (collectively, the "**Qikli Services**") you represent and warrant that you meet all of the requirements listed above and that you will not use Qikli to violate or circumvent any law or regulation. Qikli reserves the right to refuse service, close your Account, and change these requirements at any time.

3. **Additional Users.**

Users may purchase the ability to add additional users that have access to the Account (the "**Additional Users**"). Additional Users may have restricted permission to access some applications or tools, as determined by the User, which acts as the administrator for the Account.

2. **Term**

The term of these Terms and the Agreements begins when you create a Qikli account through Our Website (the "**Account**"), and continues so long as you use any portion of the Qikli Services or have a paid subscription (a "**Subscription**").

3. **Closure of your Account and Cancellations**

You or Qikli may terminate these Terms at any time and for any reason by giving notice to the other party. Qikli may suspend or terminate your access to the Account at any time, with or without cause. Suspension or termination of access to an Account will also disable the functionality of all products and services, including, but not limited to, any active links, emails, fax, SMS, voice, or hosted webpage content. In the case of links and webpage content, Qikli reserves the right to post a generic message indicating that the Account is currently inactive to any internet user that attempts to access such content.

1. **Acceptable forms of notice to Qikli.**

To ensure that closure of your Account is processed correctly, you must provide notice to Qikli via any interface we have provided in the subscription management tools in your Account. Alternatively, notice delivered to support@Qikli.com will be considered effective upon Our receipt of your email containing at a minimum, your name, contact information (including valid phone number), and the ID of the Account being cancelled. Qikli shall have no liability to you for fees paid on Accounts that were not properly cancelled in accordance with these Terms.

2. **Termination for violation of this Agreement.**

If Qikli chooses to terminate the Terms or the Agreements as a result of an action that

We believe is a breach of these Terms or any part of any Agreement, we shall have no liability to you to provide any access to the Account, data from the Account, or a refund for any outstanding monetary balance associated with your Account.

4. Account and Password Access Information.

You are solely responsible to keep your Account login and password information confidential, this includes the usernames and passwords of any Additional Users. You shall be solely liable for any activity that occurs under your Account via the primary login information or via any Additional User login information.

1. We will accept the instructions of any individual who claims to be authorized to direct changes to your Account so long as they are logged in to the Account as a user with administrative permissions and perform those changes via the web interfaces OR if we are contacted via email or phone and provided with identifying information, as determined by Us in Our sole discretion, that adequately demonstrates they are a member of the organization listed in the Account or message contents, and indicates they have sufficient authorization to perform such a change.
2. In the case of a dispute of Account ownership, the person with access to the primary email address on the Account will be considered the account holder. All disputes should be resolved externally

In all cases you agree to notify Us immediately of any unauthorized use of your Account or any other breach of security.

5. Fees, Payments & Refund.

You are solely responsible for all charges, fees, taxes arising out of any use of your Account by you or anyone else using your Account. Qikli reserves the right to modify any fees, provided notice is given either by email or through the Website. Fees will be paid in advance of any services being provided.

1. Currency.

All Fees are listed and charged in Ghana Cedis (GHS).

2. Acceptable Payment Methods.

Qikli currently accepts the following payment methods for all transactions via the Website and web interface:

1. VISA credit cards
2. [Slydepay](#)

Qikli currently accepts the following payments in limited circumstances, as determined by Us in Our sole discretion:

3. SWIFT Bank Transfer
4. Cheque

Additional Processing fees may apply.

3. **Taxes.**

We currently collect all applicable sales taxes under Ghanaian laws and regulations. Prices listed on the Website do not include taxes.

1. Taxes will be billed in the same currency as other fees processed from your Account.

4. **Monthly Renewals**

Unless a Product purchased from Qikli is a "pay as you go" package, all packages are monthly and will renew on the same day of each month, or the last day of each month, whichever is sooner (a "**Renewal**"). Renewals continue until a Subscription is cancelled in accordance with these Terms.

5. **Estimates for Delivery of messages.**

In some instances, an application within the Qikli Services may provide an estimate of the cost to deliver messages you have scheduled to the list of contacts you have provided (the "**Estimate**"). By using any application that provides an Estimate, you understand and agree to the following:

1. Certain assumptions are made when providing the Estimate that may not be correct, but in any case could not be known to be incorrect until the message delivery has been attempted.
2. Qikli reserves the right to determine the final charge of each message sent. You will pay all fees Qikli requests, regardless of any Estimate provided.
3. You will pre-pay for any and all messages your Account attempts to send.
4. If insufficient credit is on your Account, delivery of your messages may be delayed until payment is received.
5. If the delivery of messages causes your Account to exceed the amount you have prepaid to Us, Qikli reserves the right to charge any payment method on file for any outstanding balance on your Account.

6. **Overages**

Certain Qikli applications may present the option to enable overages. If this option is enabled on your Subscription, the following additional terms will apply:

1. Your Account will be allowed to exceed the number of pre-paid credit or contacts selected for the Account.
2. Your Account will be invoiced an additional amount on (a) the next Renewal; or (b) when the Subscription is cancelled If it exceeds the pre-paid amount.
3. The additional amount invoiced will be 1.35 times the normal per contact or per credit value. The per credit or per contact value is determined based on the total monthly price of your current Subscription and the total number of credits or contacts available via the pre-paid plan. For example, if you purchase a 100 credit Subscription for a monthly price of GHS100.00, each credit will be deemed to have a value of GHS1.00. If the account were to use 10 extra credits, an additional charge of GHS13.50 will be added to the next renewal invoice.
4. In any case, an Account will not be permitted to exceed the lesser of:
 - a. Two times the total number of credits or contacts available via the pre-paid subscription; or
 - b. GHS5000 of outstanding overages.

Overages are enabled on a per application basis at Our sole discretion.

1. **Refunds.**

A User may be eligible for a full or partial refund in some limited cases. In general, there are no refunds for subscription fees paid to Qikli.

1. **Refund of unused services within 30 Days of first Purchase.**

If at any time within the first 30 days of establishing your Account you are unsatisfied with any portion of the platform, you may be eligible to receive a full or partial refund of the fees you paid.

- a. To receive a refund you must contact Us requesting the closure of your Account and indicate that you would like a refund under this clause.
- b. If you have received a refund of a first purchase under any Qikli account previously, you are not eligible to receive a refund.

- c. If you have sent any SMS, voice, or fax messages, the maximum refund will be equal to the remaining credit on your Account.
- d. Refunds are made in the same currency and form as the payment being refunded.

2. Refund or Credit due to Qikli Error.

In the event that an error occurs causing your Account to be billed incorrectly, and the fault is determined to be Qikli's, We will at your option;

- a. Provide a bill credit that will be deducted from your next regular Renewal; or
 - b. Refund the full amount that was billed in error.
3. The above applies provided that you have not made use of any credit or features added to your Account as a possible result of the error. If you have made use of credit that was added to your Account as a result of the error then only the unused portion of the credit will be refunded.

2. Use of account Credit.

Some Qikli Services make use of credit, which is expressed either in the form of pure "credits" where 1 application credit is deducted for each message from that application sent; or in the form of GHS amounts. Credit is purchased for use in individual applications only, and may not be transferred between applications.

1. Applications that use credit amounts will deduct 1 credit for each message for which some form of delivery is attempted.
2. The following applications make use of Ghana Cedis for tracking usage and billing purposes.
 1. Fax
 2. SMS
 3. Voice

3. The following terms apply to the use of credit in the fax application

1. Credit is represented in terms of a GHS charge for transmission
2. The cost per credit is presented in a non-binding estimate via the interface, based on the destination fax number.
3. Credit is deducted for each page of a fax transaction that Qikli, in its sole discretion, determines is successfully delivered to a recipient.

4. A fax page is defined as whichever of the following has the greatest cost:
 - a. A single physical page sent via fax
 - b. Each 120 second increment spent sending a fax transmission, rounded up.
4. The following terms apply to the use of credit in the voice application
 1. Credit is represented in terms of a GHS charge for transmission.
 2. Credit is deducted for each minute of voice transmission, rounded up to the nearest full minute that Qikli, in its sole discretion, determines is successfully delivered to a recipient.
 3. The cost per credit is presented in a non-binding estimate via the interface, based on the destination voice number.
 4. No credit is deducted for a completely unanswered call.
 5. For clarity, credit is deducted for a call answered either via an automated service, or by a human.
5. The following terms apply to the use of credit in the SMS application.
 1. Credit is represented in terms of a GHS charge for transmission.
 2. Credit is deducted for each message that Qikli attempts to deliver, regardless of if it is received by its intended recipient.
 3. An SMS message is defined as:
 - a. A block containing a maximum of 136 GSM 03.38 characters or;
 - b. A block containing a maximum of 68 UTF-8 characters.
 1. When any single character is not able to be represented via GSM 03.38 all characters will be represented with UTF-8 characters
 4. If a message would exceed the sizes listed above, it will be split into multiple SMS messages and credit will be deducted for each additional message sent as a result.
 5. The cost per credit is presented in a non-binding estimate via the interface, based on the destination SMS number.
3. **Use of Contacts.**

Some applications track the number of contacts used in their application processes.

Qikli, in its sole discretion, makes the determination of how many contacts have been used by a given application. Contact limits are present on a per application level.

1. A contact is an object added to the contact manager system, and identified by an internally granted Qikli contact "ID". No other factor determines the uniqueness of a contact.
2. An application will identify a contact as used as soon as it has processed its ID.
3. Contact use resets at each billing period.

4. Use of contacts in Email

The email application offers contact based plans, where unlimited email messages may be sent to a limited number of contacts. The following additional terms apply to these plans.

1. Qikli reserves the right to limit the use of the application if an Account is sending, in Qikli's sole determination, higher than normal volumes of messages. In this event we may, at our discretion:
 - a. limit the number of messages your Account can send;
 - b. require you to modify your Subscription to better accommodate your usage; or
 - c. terminate your Account.

5. Use of contacts in Qikli 360

The Qikli 360 product and Qikli 360 System (collectively, "Qikli 360") allows contacts to flow freely between decisions and action nodes. As soon as a contact interacts with Qikli 360 it will be counted as used. The following additional terms apply to Users who use Qikli 360:

1. Qikli 360 grants the ability to have a contact move through a 360 project flow.
2. Qikli 360 provides the ability to send unlimited email transactional messages triggered via the 360 systems.
3. Your Account must have sufficient credit or contacts of the appropriate type to make use of any other Products that are triggered by Qikli 360.

8. Use of the Website or the Products

1. Who May use and No Resale

The Website and the Products shall be used for your personal or internal business

(which includes civic or charitable) purposes only, in compliance with these Terms and the Agreements (including, without limitation, Section 5 hereof) and you shall not use the Qikli Services for timesharing or service-bureau purposes or otherwise for the benefit of a third party. Unless you are an authorized reseller of the Products, you may not display, copy, reproduce, or distribute any portion of the Qikli Products, including any documentation provided in connection with the Website, the Products or Qikli software, or any content, including but not limited to newsletters distributed to you by Us in connection with the Products or use of the Qikli Services.

2. **Compliance with Laws.**

The Qikli Services shall only be used for lawful purposes and you shall use the Qikli Services only in compliance with the Terms and the Agreements, the **Electronic Communications Act (ECA) Act 775 of 2008** and regulations thereunder and all other applicable Ghana, state, local and international laws in your jurisdiction, including but not limited to (Ghana's anti-spam legislation and any other policies, laws, or regulations related to unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws, (b) laws relating to advertising, sales or promotional efforts or practices, redemption, refunds and provision of your products or services, (c) laws that govern false, unfair and deceptive practices, coupons, gift cards/certificates, defective products or services, unclaimed property, alcohol or tobacco, health and safety, fire, and hygiene standards, (d) laws that govern lotteries, sweepstakes, contests and promotions, and (e) laws that govern the collection of donations and charitable giving (collectively, "**Applicable Laws**").

3. **Restrictions on Use**

We prohibit the use of the Qikli Services for any purpose listed in our Anti-Spam & Restricted Content policy, and for any use prohibited by Applicable Laws.

You further agree to comply with the following in connection with your use of the Qikli Services:

1. You may not access or use the Qikli Services in a way that uses technology or other means to access, index, re-render, frame, mirror, truncate, add to, inject, filter or link to the Website or the Products that is not authorized by Us (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized use, download, linking, framing, reproduction, access to, or distribution of the Website or the Products).

2. You may not use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which do the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Qikli Services for any unauthorized purpose.
3. You may not use the Qikli Services in a way that, to be determined in Our sole discretion, damages, disables, overburdens, impairs, or gains unauthorized access to the Qikli Services, including Qikli's servers, computer network, or User Accounts.
4. You may not use the Qikli Services in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Website or the Products.
5. You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, or otherwise use any content of the Qikli Services for public or commercial purposes without Our express written permission.
6. You shall not interfere with or disrupt the Website or any related Qikli websites or servers or networks connected to the Qikli Services.
7. You shall not restrict or inhibit any other User from enjoying and using the Qikli Services.
8. You shall not defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including but not limited to Users, and generally agree not to use the Qikli Services for illegal purposes.
9. You shall not transmit files that contain viruses, corrupted files, or any other similar software, programs or malicious code that may damage or adversely affect the Qikli Services, Our software, hardware, telecommunications equipment, or the operation of another person's computer.
10. You shall not use the Qikli Services in violation of the Applicable Laws or third party rights (including third party terms of service), and shall not use the Qikli Services for hosting content (for example, images and documents) that infringes on the intellectual property rights of any person or entity, including but not limited to Users.

11. You shall not set up multiple Accounts for any individual or organization in order to send substantially similar content unless you are part of a franchise, as determined by Qikli in its sole discretion.
12. You may only use Our templates, any images We provide, or any other features or functionality of the Products with the Products themselves (for example, you may not take an image or template and use it on your website). This restriction also applies to customized templates prepared by Our professional services group.
13. You shall not use documents and images hosted by Us on servers controlled by Us for any purpose whatsoever other than in connection with the Products. If you own the document or image, you can use it outside of the Products so long as it is not hosted by Us.
14. You shall not include any incentives (for example, coupons, discounts or awards) in any messages you send by means of the Qikli Services that encourage a recipient to forward the message to another recipient, other than as expressly encouraged and permitted within the applicable Product.

2. **Content and Contact Ownership, Copyright & Trademark.**

1. **Content**

We do not claim ownership of content you submit or make available for inclusion on the Website ("**Your Content**"). Qikli accepts no responsibility for any content (any information, including audio, video, text, email, or any material) that you upload, post, email, transmit or otherwise make available via the Website or any portion of the Qikli Services. You are wholly responsible for any content associated or transmitted with your Account, including but not limited to Your Content. We reserve the right to remove any and all content, including Your Content, that may violate these Terms, the Agreements, and the Applicable Laws, including but not limited to applicable copyright laws. We respect the intellectual property of others, and We ask Our Users to do the same. Qikli is a registered trademark. Any reproduction of the QIKLI.COM trademark and/or the QIKLI.COM trademark and design, without the explicit permission of Qikli, is strictly prohibited.

2. **Feedback**

3. All feedback, comments, and suggestions for improving the Qikli Services (the "**Feedback**") that you provide to Us, and any contributions you make to the Website by posting content and communicating with other Users via post or forms that may be available on the Website from time to time ("**User Posts**"), will be Our exclusive

property. You hereby irrevocably transfer and assign to Us and agree to irrevocably assign and transfer to Us all of your right, title and interest in and to all of your Feedback and User Posts, including all worldwide Intellectual property rights therein, and hereby waive all moral rights and all similar rights in respect of the same. At Our request, you will execute documents and take such further acts as We may request to assist Us in acquiring, perfecting and maintaining Our intellectual property rights and other legal protections for your Feedback and User Posts.

4. **Your information.**

In using the varied features of the Qikli Services, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to Us and We may collect information about your use of the Qikli Services. We may use this information in accordance with our Privacy Policy and relevant "just-in-time" notices, if any, provided at the point of information collection or use. We may provide this information to courts, law enforcement authorities and/or other relevant third parties, such as internet service providers, when such disclosure is necessary or advisable, in Our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena, warrant, or court order, bring legal action, prevent harm to others or pursue other relief.

5. **Your Contacts and Content.**

We acknowledge your ownership rights in any information that you provide to Us in connection with your use of the Qikli Services, such as contact lists (including email addresses and phone numbers of your subscribers) and content (including business content) (the "**Customer Information**"). We will never sell or rent your Customer Information to anyone without your permission, and will never use your Customer Information for any purpose other than providing Our products and services or as described herein. In the event we amend or revise the policy described in the immediately preceding sentence, we will provide advance notice of such amendment or revision.

You hereby grant to Us a revocable, non-exclusive, royalty-free, worldwide license, with the right to sublicense, to use, reproduce, publish, distribute, perform and display the Customer Information only as required by Us to offer and operate the Qikli Services.

You are solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Information, and you are responsible for maintaining, securing and storing all Customer Information in accordance with Applicable Laws and any contractual obligations you may have (including these Terms and/or the

Agreements). You represent and warrant that you own or have secured all rights and interest in and to the Customer Information required for Us to use the Customer Information as contemplated by these Terms. To the extent you use images or templates provided by Us, We hereby grant to you a revocable, non-exclusive, royalty-free, worldwide license to use, reproduce, publish, distribute, perform and display the images solely in connection with your use of the Qikli Products.

1. Backups.

To the extent permitted by Applicable Laws, we may make and preserve copies of all Customer Information as necessary to provide the Qikli Products and for internal back-up and other legal or regulatory purposes.

2. Monitoring and Removal of Messages and Content

Although we have no obligation to monitor the content provided by you or your use of the Qikli Services, we may do so and may block any messages or campaigns, remove any content, or prohibit any use of the Website or the Products that we believe may be in violation of the foregoing or any other provision of these Terms or the Agreements. You further understand and agree that We and any applicable third party who supports, posts, publishes or distributes your promotions, or business content also has the right to reformat, edit, monitor, reject, block or remove any of your promotions, or business content at any time. In no case will the foregoing make us responsible or liable for compliance with any such laws or obligations, for which you remain solely responsible and liable.

3. Inclusion of the Qikli logo.

By using the Qikli Services you authorize Us to insert images, hyperlinks, and text that reference our brand and any trade mark owned by Qikli into your messaging and hosted pages. You understand that you must purchase a specified level of subscription to have these removed.

2. Limitations on Use.

You understand that not all messages or campaigns sent through use of the Qikli Services will be received by or will be capable of being viewed by their intended recipients. You further understand that delivery of messages by means of the Qikli Services may involve transmissions over various networks, and that the messages (including images and text contained therein) could be reformatted or otherwise revised to conform to the formatting or technical requirements of such networks. You also understand and agree that messages exceeding maximum character limitations may be truncated, abbreviated, reduced or otherwise abruptly cut short.

3. **Support and Assistance.**

You acknowledge that We may from time to time provide you with marketing advice and other coaching, template design, frequently asked questions and tips on best practices and complying with Applicable Laws, including our Privacy Policy and any sample offer terms. You acknowledge that such assistance and information is provided as a convenience to you and that such assistance and information are not intended to and do not constitute legal advice and that no attorney-client relationship is formed. We do not warrant or guarantee that use of or compliance with this information will be sufficient to comply with your obligations hereunder, Applicable Laws or with third party rights.

4. **Submissions**

If you submit any suggestions, business information, ideas, concepts or inventions or content to Us through the Website or otherwise ("**Submissions**"), you agree such Submissions are non-confidential for all purposes and you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted Us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display such Submission in any manner or in any media now known or hereafter created.

13. **Initial restrictions on account usage.**

To help prevent abuse of the Website and any portion of the Qikli Services, we may initially restrict a User's ability to immediately use a purchase. Once we are satisfied that a User is compliant with these Terms, these restrictions may be lifted.

14. **Location of Data**

Qikli operates multiple data centers globally. User Accounts are unique to the data center they are accessed through. The following terms apply based on the URL used to access your Account.

1. **For accounts accessed via <http://app.Qikli.com>.**

All account information, project contents, contact information, and backups of that information are stored in Our servers physically located within the United States of America.

2. **For accounts accessed via <http://app.Qikli.ca>.**

All account information, project contents, contact information, and backups of that information are stored in Our servers physically located within Canada.

Due to the nature of the internet, Qikli cannot control the locations your data passes through when being sent using the Qikli Services. As such, we can make no guarantees that your data will remain within any specific area while being transmitted remotely to or from Our servers. At this time, we do not offer the ability to move accounts between data centers.

15. Access to, and Retention and Destruction of Data.

You are fully responsible for all data in your Account. Qikli shall not be liable for any loss of data caused by you taking action to delete, remove, hide, archive, change, or otherwise interact with any part of the Qikli Services. Qikli makes backups of all system and User data, but does not guarantee or warrant that any data can be restored to your Account. Data in an Account is subject to the following rules and limitations for access.

1. Contact Manager and Qikli Sonar Products.

1. Free Users of the contact manager and Qikli sonar products will have access to view the full details of only the most recent 30 days of reporting data collected by these products.
 - a. Full detail reporting data will be retained for 90 days, and will become accessible automatically if an appropriate subscription is purchased.
 - b. Aggregate reporting data will be available to free users for up to 90 days.
2. Paid Users of the contact manager and Qikli sonar products will have access to full detail data for the greater of 90 days, or as specified by your Subscription.
3. Aggregate reporting data will be available to paid Accounts for the greater of 2 years or as specified by your Subscription.

2. General Reporting data.

1. Full detail reporting data is available to free Accounts for 30 days.
2. Full detail reporting data is available to paid Accounts for the greater of 90 days or as specified by your Subscription.
3. Aggregate reporting data is available to all Accounts for up to 2 years.

3. Inactive Accounts.

Inactive accounts are Accounts where a User is not paying a monthly subscription fee, has no remaining pay-as-you-go credit that has been purchased, and has not been

accessed, as determined by Qikli in Our sole discretion, within the past 90 days. If Qikli identifies an Account as inactive we reserve the right to remove all data contained within it from Our system. Qikli shall not be liable for any losses or damages associated with the removal of data from inactive Accounts.

4. **Removal of Data on Request**

Accounts in good standing and that have been compliant with these Terms may request that User uploaded data be completely removed from the Website or any of our systems. This would include only content hosted within your Account, projects, and customer data uploaded to the contact manager. If you require deletion of data, we reserve the right to collect a non-refundable service fee to be determined at the time of the request, and collected in advance of completing the deletion.

2. **Third Party Services.**

Qikli may make use of some third party services that provide connectivity to other telecommunication systems. In all cases, only the required transmission information is ever given to a third party, and only for the express purpose of completing delivery of a message.

3. **Payment Collection by You.**

If you use the Products to collect payments (including registration for events, donations or products or services), you are responsible for the collection and administration of such payments and compliance with all Applicable Laws relating thereto, including all applicable domestic or international local, state or federal tax requirements. You may elect to process payments through any payment processing service (a "**Payment Processing Service**") that We make available for your use (for example, Slydepay®), but your use of such service is subject to such Payment Processing Service's applicable terms and conditions of use. We do not hold your funds or those of your subscribers, customers, participants, event registrants or donors at any time. You are solely responsible for your use of a Payment Processing Service, and Qikli accepts no liability associated with your use of same.

4. **Modifications to Service.**

Qikli reserves the right to, at any time, modify or discontinue any portion of the Qikli Services with or without notice to you. You agree that Qikli shall not be liable to you or to any third party for any modification or discontinuation of any of the Qikli Services.

5. **Additional terms for Agencies.**

If you have purchased the "agency package" you will be considered an "authorized

reseller” for the purpose of these Terms. The following additional terms apply to the use of the agency package.

1. You understand and agree that you are a client of Qikli and that your clients are not; that you are responsible for complying and ensuring your client’s compliance with these Terms and the Agreements, for all fees levied against your Accounts, and that support is only offered to direct employees of your organization.
2. You understand and agree that you are 100% liable for the contents and contacts of any Account created by your agency, and that a violation of these Terms or any part of the Agreements will mean the immediate termination of all Accounts created by your agency.
3. You agree that contact data cannot be shared between your clients for any purpose, and that all contact data you send messages to must only be used to deliver messages for and about the clients you service.
4. You understand and agree that you may be required to identify yourself as one of the senders within the messages when it is reasonable to assume that a message you deploy may be delivered to a person or persons within Ghana, in compliance with Ghana’s anti-spam legislation.

20. Miscellaneous

1. Full force and Effect

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

2. Entire Agreement

We and you agree that these Terms and the Agreements are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under these Terms or existing at law or equity shall be considered a waiver of such right or remedy.

3. **Assignment**

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4. **Further Assurances.**

You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of these Terms.

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