

Terms of Use

This document, together with the Privacy Policy and any other policies or guidelines posted at www.Klikgh.com (the "**Terms**") is a contract between you ("**you**") and Klikgh Inc. concerning the conditions associated with your use of the website www.Klikgh.com and the associated mobile application (together the "**Website**"). In these Terms, "Klikgh", "we", "us" or "our" means Klikgh Inc.

We provide bus travel and event booking services through the Website (the "**Services**").

Please read all of the following Terms carefully before using the Website and/or Services. By visiting or accessing the Website, or using our Services, you accept all the terms and conditions stated in these Terms (including the [Privacy Policy](#)). If, at any time, you do not or cannot agree to the terms of these Terms (including the [Privacy Policy](#)), you must stop visiting or accessing the Website and using our Services.

These Terms solely govern access to and use of the Website. For the applicable terms and conditions governing online purchase made through the Website, please see the section Purchase Terms and Conditions available when you purchase Services. If you do not agree with our Purchase Terms and Conditions, please do not purchase the Services.

1. Conditions Relating To Use Of The Website

You need a supported Web browser to access the Website or download the Mobile App . You acknowledge and agree that Klikgh may cease to support a given Web browser and that your continuous use of the Website and/or Services will require you to download a supported Web browser. You also acknowledge and agree that the performance of the Website is incumbent on the performance of your computer or mobile equipment and your Internet connection.

You are responsible for maintaining the confidentiality of your account information, including your password, in respect of any account on the Website. You are responsible for all uses of your registered account(s), whether or not actually or expressly authorized by you. You are responsible for verifying and maintaining the protection, security, and distribution of your account information, including account numbers, user names, and passwords. All liability relating to password management resides with you and under no circumstances, including negligence or misconduct, shall Klikgh be liable for any damages that result from the use of your account.

In all circumstances, you agree not to permit any third party to use or access your account.

2. Prohibited Activities

The content, information and the Website (including, but not limited to, price and availability of event services), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Website and/or Services. Additionally, you agree not to:

- Use the Website or its contents for any commercial purpose;
- Access, monitor or copy any software, content or information of the Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- Impersonate or misrepresent your affiliation with any person or entity;
- "Frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorization;
- Access, tamper with, or use any non-public areas of the Website or Klikgh's computer systems;
- Attempt to probe, scan, or test the vulnerability of the Website or any related system or network or breach any security or authentication measures used in connection with the Website and such systems and networks;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Website;
- Harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Website;
- Provide payment information belonging to a third party;
- Use Website in an abusive way contrary to its intended use, to its documentation or to Klikgh's reasonable instructions;
- Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- Infringe third party intellectual property rights when using or accessing the Website.

Klikgh will have the right to investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. Klikgh may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that, although Klikgh has no obligation to monitor your access to or use of the Website, it has the right to do so and may disclose any content, records, or electronic communication for the purpose of operating the Website, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

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5. Termination

Klikgh may at any time and for any reason, with or without cause, and in its sole discretion, immediately: (i) suspend or terminate (in whole or in part) your authorization to use the Website; (ii) suspend, terminate, remove or permanently delete and destroy, as applicable, your registered account with Klikgh or any material that you or others may have posted or submitted to the Website; (iii) restrict access to the materials posted or submitted to the Website; and (iv) bar you

from any future use of the Website; all without any prior notice or any liability to you or any other person, and you agree to comply with all such measures.

Klikgh reserves the right to terminate and delete your account if you have not accessed it for twelve (12) consecutive months.

Klikgh reserves the right to temporarily or permanently discontinue the Website at any time. Klikgh will deploy commercially reasonable efforts to notify you of such discontinuation.

6. Disclaimer

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7. No Liability

IN NO EVENT SHALL KLIKGH BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON INFORMATION OR OPINIONS APPEARING ON THE WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE AND LINKED SITES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF KLIKGH AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity

You agree to defend, indemnify, and hold harmless Klikgh and its affiliates, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Website or the Software.

9. Products and Services Information

Klikgh has put forth all necessary efforts to ensure that all descriptions contained on the Website are up to date. For several reasons beyond the control of Klikgh, modifications can take place which may affect descriptions found on the Website. Klikgh will not be held liable for any of these modifications. Prices and availabilities listed on the Website are subject to change at any time and Klikgh reserves the right to correct any error and/or inaccuracies regarding a listed price and the availability of a product or service without any further notice.

We do not guarantee the availability of any product and/or services listed on the Website.

THE DISPLAY OF PRODUCTS AND/OR SERVICES ON THE WEBSITE DOES NOT CONSTITUTE AN OFFER BY US TO SELL PRODUCTS. WE CANNOT CONFIRM THE PRICE OF ANY PRODUCTS AND/OR SERVICES UNTIL YOU SUBMIT AN ORDER.

10. Amendments

Be sure to return to this page periodically to review the most current version of the Terms. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of the Website signifies your acceptance of the updated or modified Terms. If we modify these Terms, we will update the "Last Updated" date at the bottom of these Terms. By continuing to access or use the Website, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, please do not use the Website.

11. Links To Third-Party Sites

The Website contains links to other websites operated by parties other than Klikgh. Such hyperlinks are provided for your reference and convenience only. You acknowledge and agree that Klikgh is not responsible or liable for the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.

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12. No Endorsement

By using the Website, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other third parties will be limited to a claim against the particular third party who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Klikgh with respect to such actions or omissions.

13. Reviews, Comments And Other Submissions

We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any information related to an event company name, schedule, price, reviews, questions, comments, suggestions, feedback, ideas or the like contained in any submissions (collectively the "**Submissions**"), you grant Klikgh a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, with or without the name you used to make such Submission. You also hereby waive all moral rights you may have in the Submissions, to the fullest extent permitted by applicable laws.

You acknowledge and agree that your Submissions are not your confidential or proprietary information. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to remove or alter any Submission. If you do not agree to these terms and conditions, please do not provide us with any Submissions.

You are fully responsible for the content of your Submissions (specifically including, but not limited to, reviews posted to this Website). You are prohibited from posting or transmitting to or from the Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge that Klikgh may exercise its rights (e.g. use, publish, delete) to your Submissions without notice to you.

14. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Website (the "**Feedback**"). You may submit Feedback by emailing us at info@klikgh.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Klikgh and you hereby irrevocably assign to Klikgh and agree to irrevocably assign to Klikgh all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, trade-marks and other proprietary or intellectual property rights therein. You also hereby waive all moral rights you may have in the Feedback, to the fullest extent permitted by applicable laws. At Klikgh's request and expense, you will execute documents and take such further acts as Klikgh may reasonably request to assist Klikgh to acquire, perfect, maintain and defend its intellectual property rights and other legal protections regarding the Feedback.

15. General Provisions

These Terms shall be governed by and construed by the laws of the Republic of Ghana.

These Terms are the entire and exclusive agreement between Klikgh and you regarding the Website , and these Terms supersede and replace any prior agreements between Klikgh and you regarding the Website.

When you visit the Website or send us e-mails, you are communicating with us electronically and you hereby consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

You shall not assign or otherwise transfer these Terms or any of its rights or obligations hereunder to any third party without the prior written consent of Klikgh which consent is within Klikgh's sole discretion. No assignment or delegation by you shall relieve or release you from any of its obligations under these Terms. Subject to the foregoing, these Terms shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns. Klikgh shall be allowed to assign these Terms to any third party without requiring your consent.

Nothing in these Terms shall constitute a partnership or joint venture between you and Klikgh.

If a particular provision of these Terms is held to be invalid by a court of competent jurisdiction, the provision shall be deemed severed from these Terms and shall not affect the validity of these Terms as a whole.

The headings used in these Terms are for convenience only and shall not affect the meaning or scope of these Terms or otherwise be given other legal effect.

The Parties have expressly requested that these Terms be drawn up in English and that all modifications thereof can be made in this language.

17. Contact Information

Please send any comment or question regarding these Terms, by email using the following address: info@klikgh.com.

These Terms of Use were last updated on March 28, 2018.

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