

Nominate App Terms and Conditions

Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on 23rd April, 2024
Please read these terms and conditions carefully before using Our App or Our Service.

www.nominate.com (the “website”) is a website operated by Pannecia Consulting Services Limited (“we”, “our”, or “us”). We are registered in United Republic of Tanzania since 15th April 2020, with registration No.141494872, Business License No. 4231084 and TIN 141494872 with its registered office at PLOT 254, 3RD Floor, Coco Plaza Building, Tour Drive, Masaki, Dar es Salaam, Tanzania, East Africa,.

1. Interpretation and Definitions

1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2 Definitions

For the purposes of these Terms and Conditions:

- ✧ “**Application**” means the software program provided by the our company downloaded by You on any electronic device, named **Nominate App**
- ✧ “**Application Store**” means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- ✧ “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- ✧ “**Account**” means a unique account created for or by You to access our Service or parts of our Service.
- ✧ “**Company**” (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to **Pannecia Consulting Service Ltd.**
- ✧ “**Country**” refers to **Tanzania**

- ✧ “**Content**” refers to content such as text, images, video or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- ✧ “**Nominate**” refers to propose or formally enter as a candidate for election or for an honour or award.
- ✧ “**Award/Rewards**” refers to give or order the giving of (something) as an official payment, compensation, or prize to (someone).
- ✧ “**Device**” means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- ✧ “**Feedback**” means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- ✧ “**Service**” refers to the Website.
- ✧ “**Terms and Conditions**” (also referred as “**Terms**”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement was generated by **Nominate Limited**
- ✧ “**Third-party Social Media Service**” means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- ✧ “**Website**” refers to **Nominate app** accessible from <https://pcs.co.tz>
- ✧ “**You**” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

1.3 Acknowledgment

1.3.1 These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

1.3.2 Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

1.3.3 By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

1.3.4 You represent that you are over the age of 18 years. The Company does not permit those under 18 to use the Service. If you are not 18 years of age or older, please do not download or use this app. By downloading or using this app, you confirm that you are 18 years of age or older. The age requirement is in place to protect minors from accessing content or features that may not be

appropriate or safe for them. It is important to note that age restrictions should always be tailored to the specific app's content and purpose, and compliance with local laws and regulations is crucial.

1.3.5 Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

1.3.6 By accessing or using our platforms and participating in our competitions, you agree to our Privacy Policy, which outlines the rules and regulations regarding how we handle any personal data that we collect from you or that you provide to us. You also confirm that all the information you have provided to us is truthful, legit, and not deceptive.

2. User Accounts

2.1.1 When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

2.1.2 You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

2.1.3 You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

2.1.4 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

2.1.5 We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services

3. Content

3.1 Your Right to Post Content

3.1.1 Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

3.1.2 By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

3.1.3 You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. In the event that we observe any breach of the aforementioned regulations, the content will not be sanctioned for nomination and will consequently not be exhibited to the general public. Therefore, you will not be entitled to claim back the payment you submitted for that specific content.

3.2 Contents Visibility

To make a post visible to the public for viewing and voting, several steps are required. First, payment is necessary. Then, our team moderates and approves the post. Finally, it is updated to the "Voting" window status, which remains visible for seven days. However, the visibility duration may change based on user experience trends and preferences. Users will be notified of any changes to the timing.

3.3 Content Restrictions

3.3.1 The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

3.3.2 You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- ✧ Unlawful or promoting unlawful activity.
- ✧ Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- ✧ Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- ✧ Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- ✧ Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- ✧ Impersonating any person or entity including the Company and its employees or representatives.
- ✧ Violating the privacy of any third person.
- ✧ False information and features.

3.3.3 The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

3.4 Content Backups

3.4.1 Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

3.4.2 Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

3.4.3 The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

3.4.4 You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

4. Nomination

4.1.1 The nominators will use the app to formally suggest that somebody should be chosen for a prize or position by giving the star rate between 1 and 10.

4.1.2 Employees of The Nominate and PCS directly involved in the operation of the nomination are not eligible to win prizes

4.1.3 Entries submitted by agents, organized groups, automated computers, incomplete or corrupted entries, or those that do not comply with the specified terms (or any terms and conditions or rules related to our nominations that may be introduced by us periodically) will not be accepted.

4.1.4 We cannot assume responsibility for any lost or delayed entries due to network, hardware, or software failures. Proof of sending alone cannot serve as proof of receipt. We reserve the right to determine the winners at our discretion based on these terms and any relevant competition rules.

4.1.5 Participating in every contest will imply your acknowledgment and acceptance of the terms and your consent for the transfer of your personal information for the administration of the contest, as well as any other purpose you may have previously agreed upon. You are entitled to withdraw your consent or opt-out of receiving any communications from us or third parties at any time.

4.1.6 Apart from the previously mentioned use, we may utilize the personal information of competition or promotion winners for the purpose of administering each event. By participating in a nomination, you consent to the use of your name, image, and town or county of residence to announce the winner and for other promotional activities that are relevant and reasonable.

4.1.6 Only signed-in users are allowed to vote once for each content. This is currently managed by the mobile app. Using an audit trail, we will query the database to check if any device has voted more than once on specific content. If it is discovered that a user has voted more than once, their account will be disabled, and their content will be disqualified from the voting process.

5. Awarding

5.1.1 The Nominate management team reserve the right to calculate and decide the prize to be paid to winners, but also have the right to decide how many top winners will be entitled to awards, the amount and number of winners will but subjected to change over time based on the number of nominee played and the involved cost of running the business.

5.1.2 Entry into each competition or promotion will run between dates specified by us and prizes for each contest will not be transferable.

5.1.3 Winners will be notified by email or telephone registered on their account.

5.1.4 It is the sole responsibility of each player to ensure that their contact details are up to date and accurate.

5.1.5 Before being eligible to receive the prize, the winners must satisfy us by verifying their age, identity, and any other requested information for verification. Any public announcement made will be subject to verification, unless specifically stated otherwise, and should not be considered as final confirmation.

5.1.5 In the event that the prize winner is unable, for any reason, to accept the prize, or fails to satisfy our requirements for verifying their registration information, or is found to have violated these terms, or cannot be reached within a period of five (5) business working days, we reserve the right to disqualify them and award the prize to another eligible player, if applicable.

6. Copyright Policy

6.1 Intellectual Property Infringement

6.1.1 We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

6.1.2 If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright

agent via email support@nominate.com and include in Your notice a detailed description of the alleged infringement.

6.1.3 You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

6.2 Digital Copyright Law and Procedure for Copyright Infringement Claims

6.2.1 Berne convention for protection of literary and artistic works ACT. You may submit a notification pursuant to the B Act (DMCA) by providing our Copyright Agent with the following information in writing:

- ✧ An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- ✧ A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- ✧ Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- ✧ Your address, telephone number, and email address.
- ✧ A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- ✧ A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

6.2.2 You can contact our copyright agent via email nominate@pcs.co.tz Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

6.3 Intellectual Property

6.3.1 The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensee. The Service and its original content is protected by copyright, trademark, and other laws of both the Country and foreign countries.

6.3.2 We are the owner or the licensee of all intellectual property rights (as defined at term 6.3.7, below) in our platforms, and in the material published on the same (including but not limited to any content, articles, the web and mobile software application source code as well as the whole innovation around the **Nominate** concept). Those works are protected by copyright laws and treaties around the world and all such rights are reserved by us.

6.3.3 This application, including but not limited to its source code, design, concepts, features, functionality, trademarks, logos, graphics, and other proprietary materials (collectively referred to as "Intellectual Property"), is the sole and exclusive property of Advocatus Kakorozya under Pannecia Consulting Services Ltd. ("Owner"). All rights, title, and interest in the Intellectual Property are reserved and protected under applicable copyright, trademark, and intellectual property laws.

6.3.4 You may print off one copy, and may download extracts, of any page from our website/mobile app for your own personal use and reference provided that you do not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and do not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material and/or content on our platforms must always be acknowledged.

6.3.5 Other than as set out at term 6.3.2 above, we do not grant you any rights or licenses to use any aspect of our platforms and you may not use, copy, reproduce, upload, post, modify, mirror or transmit or in any other media, distribute or create derivative works of any aspect of our platforms. For the avoidance of doubt, you may not use any part of the content on our platforms for commercial purposes without obtaining a licence to do so from us or our licensors.

6.3.6 If you print off, copy or download any part of our platforms in breach of these terms, your right to use our platforms will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6.3.7 You must notify us immediately if you become aware of any such breach of this term 6.

6.3.8 In these terms "intellectual property rights" means patents, inventions (whether patentable or not), trademarks, service marks, brands, badges, images (whether in electronic format or otherwise), logos, names, trade names, domain names, database rights, design rights, rights in know-how, confidential information, trade secrets, copyright, moral rights and any other intellectual property or proprietary rights (including rights in computer software), in each case whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licences in relation to any such right.

6.4 Restricted Use

No individual, entity, or organization is permitted to copy, reproduce, modify, adapt, distribute, sell, or otherwise exploit any part of this application's code, ideas, or innovations for any purpose without the express prior written consent of the Owner. This restriction applies to, but is not limited to:

6.4.1 Reproducing the application or its functionality in part or whole.

6.4.2 Creating derivative works, adaptations, or similar projects inspired by the application's concepts, ideas, or features.

6.4.3 Utilizing the application's source code or innovations for personal, educational, commercial, or non-commercial purposes without explicit authorization.

6.5 Prohibition of Reverse Engineering

6.5.1 Any attempt to reverse-engineer, decompile, or extract the application's source code or other proprietary materials for any purpose is strictly prohibited. Unauthorized reverse engineering is a violation of intellectual property laws and may result in severe legal consequences.

6.6 Protection of Innovations

6.6.1 All unique innovations, features, designs, and concepts introduced by this application are the intellectual property of the Owner. Unauthorized use of these innovations, including copying or mimicking their functionality in other products or services, is expressly **FORBIDDEN**.

6.7 Enforcement and Legal Actions

6.7.1 The Owner retains the right to enforce this copyright clause vigorously through all available legal means, including but not limited to:

6.7.2 Issuing cease-and-desist orders to infringers. Pursuing claims for damages caused by unauthorized use or copying of the application's code, ideas, or innovations. Seeking injunctions to prevent further infringement. Initiating criminal proceedings where applicable under local and international intellectual property laws.

6.8 Reporting Violations

6.8.1 Users and third parties are encouraged to report any suspected infringement of this application's Intellectual Property. Reports can be sent to akakorozya@pcs.co.tz, info@pcs.co.tz or nominate@pcs.co.tz or phone number +255 742 075 214 . The Owner will investigate all reports thoroughly and take appropriate action against confirmed violations.

6.9 Acknowledgment and Acceptance

6.9.1 By accessing, downloading, or using this application, users acknowledge that the application's code, ideas, and innovations are the exclusive property of the Owner and agree to comply with this copyright clause in its entirety. Any violation of this clause may result in immediate suspension of access to the application, legal action, or both.

6.10 Jurisdiction and Governing Law

6.10.1 This copyright clause shall be governed by the laws of Tanzania. Any disputes arising under or in connection with this clause shall be resolved exclusively by the courts of Government of Tanzania

7. Your Feedback to Us

7.1.1 You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

8. Links and Linking to Other Websites

8.1.1 Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

8.1.2 The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

8.1.3 We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

- ✧ Where our platforms contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources.
- ✧ You may link to our website home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- ✧ You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- ✧ You must not establish a link to our website in any site that is not owned by you.
- ✧ Our website must not be framed on any other site, nor may you create a link to any part of our website other than the website home page.
- ✧ We reserve the right to withdraw linking permission without notice.
- ✧ The site in which you are linking must comply in all respects with the content standards set out in term 10, below.
- ✧ If you wish to link to or make any use of content on our website other than that set out in this term 8, please contact us direct by email on info@pcs.co.tz

9. Termination

9.1.1 We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

9.1.2 Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

10. Limitation of Liability

10.1.1 To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

10.1.2 Except in the case of death or personal injury arising from our negligence or in respect of fraud and so far as is permitted by law, we exclude responsibility and all liabilities arising from:

- Any postponement, cancellation, delay or changes to the prizes, promotions or relevant fixtures or events (in respect of our competitions or otherwise);
- Any technical failures or unavailability of our platforms or competitions;
- Obvious errors or omissions relating to the awarding of competition prizes; and
- Any act or default of any third party supplier

11. "AS IS" and "AS AVAILABLE" Disclaimer

11.1.1 The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

11.1.2 Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

11.1.3 Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations

may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

12. Governing Law

12.1.1 The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

12.2 Disputes Resolution

12.2.1 If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

13. Severability and Waiver

13.1 Severability

13.1.1 If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.2 Waiver

13.2.1 Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

14. Changes to These Terms and Conditions

14.1.1 We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

14.1.2 By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

15. Refund and Cancellation Policies

Users are bound by these terms, including the refund and cancellation policies as per the stipulated term of the document.

16. Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

✧ By visiting this page on our website: www.pcs.co.tz

✧ By sending us an email: nominate@pcs.co.tz