

# Terms & Conditions

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## Introduction

Welcome to SoftPowerButton! By using our Application and/or using the services that are provided, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions. These Terms and Conditions unconditionally extend and apply to all related applications, internet service, or website extensions. If you are not in agreement with all of these Terms and Conditions, you are prohibited from using this Application, and you may discontinue use immediately. SoftPowerButton recommends that you save or print a copy of these Terms and Conditions for future reference.

## Agreement to Terms and Conditions

SoftPowerButton Terms And Conditions (these "Terms" or these "Terms and Conditions") contained in this Agreement shall govern your use of this Website and all its content (collectively referred to herein as this "Application"). These Terms outline the rules and regulations guiding the use of SoftPowerButton located at <https://eseudom.com/spb>. All materials/information/documents/services or all other entities (collectively referred to as content) that appear on the SoftPowerButton shall be administered subject to these Terms and Conditions. These Terms and Conditions apply in full force and effect to your use of this Website, and the use of this Website constitutes an express agreement with all the terms and conditions contained herein in full. Do not continue to use this Website if you have any objection to any of the Terms and Conditions stated on this page.

## Definitions/Terminology

The following definitions apply to these Terms and Conditions, Privacy Statement, Disclaimer Notice and all Agreements: "User", "Visitor," "Client," "Customer," "You" and "Your" refers to you, the person(s) that use this Website. "SoftPowerButton", "We", "Our" and "Us", refers to our Application/Company. "Party," "Parties," or "Us," refers to both you and us. All terms refer to all considerations of SoftPowerButton necessary to undertake support to you for the express purpose of meeting your User needs in respect of our services, under and subject to, prevailing law of the state or country in which SoftPowerButton operates (Nigeria). Any use of these definitions or other glossary in the singular, plural, capitalization, and/or pronoun are interchangeable but refer to the same.

## Intellectual Property Rights

Other than the content you own and opted to include on this Application, under these Terms, SoftPowerButton and/or its licensors own and reserve all intellectual

property rights of this Application. You are granted a limited license, subject to the restrictions entailed in these Terms and Conditions, for purposes of viewing this Application's content.

## **Services**

The content of this Application is not intended for use or distribution to any person or entity in any jurisdiction, geographical location, or country/state where such use or distribution will be contrary to the laws and regulations or subject SoftPowerButton to any form of registration, claims, demands, costs, liabilities, damages, or expenses.

The Application is intended for users who are at least 13 years of age. If you are under the age of 13, you cannot use or register to use this Application or its services without parental permission or consent. By agreeing to these Terms and Conditions, you have the necessary legal capacity to comply and be bound by these Terms and Conditions.

## **Acceptable Use**

You may use this Application as permitted by these Terms and Conditions and may not use this Application for any purpose other than for which SoftPowerButton makes the Application and its services available.

## **License**

<https://www.apache.org/licenses/LICENSE-2.0>

## **Privacy Policy**

By using this Application and its services, you may provide us with certain non-personal information. By using SoftPowerButton or its services, you authorize us to use your information in any country or state that we operate in. We reserve the right to use such information to improve your user experience and facilitate mailing and traffic, and market analytics.

By accessing this Application, specific information about the User, such as Internet protocol (IP) addresses, site navigation, user software, and the surfing time, along with other similar information, will be stored on SoftPowerButton servers. Information about their identities, such as name, address, contact details, billing information, and other information is not collected.

## **Disclaimers/Warranties/Limitation of Liabilities**

SoftPowerButton Application is provided "as is," with all liabilities, and

SoftPowerButton makes no express or implied undertakings, representations, or warranties, of any kind related to this Application or the content contained in this Application.

SoftPowerButton does not make any endorsements, warranties, or representations about the accuracy, reliability, expertise, or completeness of any such content. You agree that reliance on any such content shall be at the User's risk. The SoftPowerButton periodically changes, adds, modifies, improves, or updates this Application's content with or without prior notice. Under no circumstance shall SoftPowerButton be liable for any loss, damage, injury, liability, or expense incurred or suffered from the use of this Application, including, without limitation, any fault, error, omission, commission, delay, failure, interruption, deletion, alteration, disruption, cessation or incursion concerning such use by us, our affiliates or any third party. Under no circumstance shall SoftPowerButton or any of its partners and affiliates be liable for any direct, indirect, consequential, accidental, or special damages, even if SoftPowerButton has been advised against the risk or possibility of such damages. The User agrees that SoftPowerButton will not be liable for any conduct or behaviour of the User arising from the use of this Application. As a result, the use of this Application and all or any of its content is at the User's sole risk.

In no event shall SoftPowerButton, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of your use of this Application, whether, under contract, tort, or otherwise, and SoftPowerButton, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential or special liability arising out of your use of this Website.

## **Indemnification**

As a condition for the use of this Application, the User agrees to indemnify SoftPowerButton and its affiliates to the fullest extent, from and against all actions, claims, liabilities, losses, damages, costs, demands, and expenses (including reasonable attorney's fees) arising out of the User's use of this Application, including without limitation, any claim related to the breach of any of the provisions of these Terms and Conditions. If dissatisfied with any or all of the content on this Application or any or all of its Terms and Conditions, the User may discontinue using this Application.

## **Termination**

The provisions of these Terms and Conditions shall remain in full force and effect while you use the SoftPowerButton or its services. Users may terminate their use by following the instructions for terminating user accounts in your account settings or by contacting us at [devatontech@gmail.com](mailto:devatontech@gmail.com).

We reserve the right and sole discretion to, and without notice or liability, deny access to and use of the Application (including blocking specific IP addresses) to any user for any reason including but not limited to breach of any representation,

warranty, or Agreement in these Terms or any applicable law or regulation.

We also reserve the right, if, in our sole discretion, we determine that your use of the Application or its services is in breach of these Terms and Conditions or of any applicable law or regulation, to terminate your use of the Application and its services or delete your account and any or all of your content, without warning or prior notice. Suppose we terminate or suspend your account for any reason set out under this section. In that case, you are prohibited from registering and creating a new account under your name, or a false identity, or the expression of a third party. In addition to terminating or suspending your account, SoftPowerButton reserves the right to take appropriate legal action(s), including without limitation pursuing civil, criminal, and injunctive redress.

## **General Provisions**

### **Language**

All correspondence made under this Agreement shall be in English.

### **Governing Law & Jurisdiction**

The Terms and Conditions of this Application will be governed by and construed under the laws of the country or state in which SoftPowerButton operates. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in Nigeria for the resolution of any disputes.

### **Severability**

Suppose any of Term or Condition is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms and Conditions unenforceable or invalid. As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms and Conditions that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

### **Variation of Terms**

SoftPowerButton reserves the right to revise these Terms at any time as it sees fit. By using SoftPowerButton, you are expected to review such Terms regularly to ensure you comprehend all the Terms and Conditions regarding the use of this Website.

### **Assignment**

SoftPowerButton reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms. Furthermore, a person who is not a

party to these Terms and Conditions shall have no right to enforce any provision contained therein.

### **Preservation of Immunities**

Nothing herein shall constitute a limitation upon the privileges and immunities of SoftPowerButton, which are specifically reserved.

### **Waiver**

Our failure to exercise any or all of these Terms and Conditions' provisions at any point in time shall not operate as a waiver of such right or provision.

### **Entire Agreement**

These Terms and Conditions, including any legal notices and disclaimers on this Website, constitute the entire Agreement between SoftPowerButton and you concerning your use of this Website. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

## **Contact us**

To resolve any complaint or clarification regarding the use of this Application or its services or receive information concerning that, please contact us at [devatontech@gmail.com](mailto:devatontech@gmail.com).