

WEBSITE TERMS AND CONDITIONS

Effective date: December 12, 2024

These terms and conditions apply to You, the user of this website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Votecity Limited, the owner and operator of the following website: votecity.ng(the "**Website**"), with the following URL web address: www.votecity.ng.

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY as they affect Your legal rights.

1. Definitions

"**Parties**" means Both You (the user of the Service) and the Owner of this Service.

"**Content**" means any content, writing, images, audiovisual content, or other information published on this Service.

"**Materials**" means any materials, information, or documentation that we may provide to You in connection with Your use of the Products, including documentation, data, information developed for any use, and other materials that may assist in Your use of the Goods or Service.

"**Terms**" means these terms and conditions.

"**Service**" means the website, including all pages, subpages, all blogs, forums, and other connected internet content whatsoever.

2. About this Website

This Website is comprised of various web pages operated by Votecity Limited.

This Service is offered to You upon Your acceptance of the Terms, conditions, and notices hereinafter contained. Your use of this Service constitutes Your agreement to all the Terms contained herein.

3. Agreement

a. By using this Website, You acknowledge that You have reviewed and considered the Terms of this Agreement, understand them, and agree to be bound by them. If You do not agree with these Terms or do not intend to be bound by them, You must quit the use of this Website immediately. In addition, when using this Service, You shall be subject to any posted guidelines or rules applicable to such services. Accordingly, any participation in this Service shall constitute acceptance of this Agreement.

4. Acceptable Use

- a. We hereby grant You the license to use our Service for Your personal, non-commercial use to retrieve, display, and view the Content on a computer screen.
- b. The license created under these Terms is limited, non-exclusive, non-transferable, and revocable.
- c. You agree that You will not use the Contents or Materials for any other purpose which may be contrary to your license to use this Service.
- d. Any unauthorized use by You shall terminate the permission or license granted by this Website.

5. Prohibited Use

- a. You are expressly prohibited from collecting, downloading, copying, or otherwise communicating with other Users from the Website.
- b. You agree not to use the Service in the following manner:
 - (i) to harass, abuse, or threaten others or otherwise violate any person's legal rights;
 - (ii) to perpetrate fraud;
 - (iii) to create or transmit unnecessary spam to any person or URL;
 - (iv) to post, transmit, or cause to be posted or transmitted, any communication or solicitation designed to obtain passwords, accounts, or private information of other Users or persons;
 - (v) to post copyrighted content which does not belong to You and without obtaining the prior consent of the author;
 - (vi) to use a robot, spider, scraper, or other automated means to access this Service without obtaining the prior consent of the Owner;
 - (vii) to engage in or create any unlawful gambling, sweepstakes, or scheme;
 - (viii) publishing or distributing any obscene or defamatory material;
 - (ix) using this Service in any way that impacts user access to the Website;
 - (x) to engage in advertisement or solicit any User to buy or sell products or services without obtaining the prior consent of the Owner;
 - (xi) disseminating computer viruses or other software;
 - (xii) violating any intellectual property rights of the Owner or any third party;
 - (xiii) to use the Website or any of the Services for illegal spam activities.

c. Additionally, you agree that You will not do as follows:

- (i) interfere or attempt to interfere with the proper working of this Website; or
- (ii) bypass any measures we may use to prevent or restrict access to this Website;
- (iii) to interfere with or circumvent the security features of this Service;
- (iv) to damage, disable, overburden or impair this Service or any other person's use of this Service.
- (v) to use this Service contrary to the applicable laws and regulations or in a way that causes, or may cause harm to this Website, any person or business entity. We reserve the right to terminate Your use of the Service for violating any of the prohibited uses.

6. Intellectual Property Ownership

- a. You agree that we retain ownership of all Content included on the Website (text, graphics, video, software, data, page layout, images, and any other information capable of being stored in a computer) other than the content uploaded by users.
- b. You are granted a limited license only, subject to the restrictions provided in these Terms. Nothing on this Website shall be construed as granting any license or right to use any trademark or logo displayed on the Website without obtaining the prior written consent of the Owner.
- c. You hereby agree not to reproduce or distribute the Owner's intellectual property or use the intellectual property for any unlawful purpose.

7. Privacy Policy

Our privacy policy explains how we treat Your personal data and protect Your privacy when You use our Service. By using our Service, You agree that the Owner can use such data in the manner described in our Privacy Policy.

8. Links to Third Party Sites/Services

The website may contain links to other websites. These Linked Sites are not under our control and You agree that we are not liable for the contents of any Linked Sites or links contained in any Linked Site.

9. Electronic Communications

You consent to receive electronic communications and You agree that all agreements, notices, disclosures, and other communications we provide to You electronically, via email and on this Website, satisfy any legal requirements that communications must be in writing.

10. Reverse Engineering and Security

You hereby agree as follows:

(I) not to reverse engineer or permit the reverse engineering or disassemble any code or software from or on the Website or Services; and

(II) not to violate the Security of the Website or other Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference with any host or User or network.

11. Change to Service

a. You accept that the Owner may vary, alter, amend, or update the Content or Service at any time and without Your consent.

b. You also agree that the Service may not be available at all times and this may be due to maintenance or for any other reason, and we shall not be held liable for the failure to provide this Service.

12. Indemnification

You hereby agree to indemnify the Owner, its employees, agents, and third parties from and against all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney's fees) arising out of Your use or inability to use, Your violation of any rights of a third party, and Your violation of applicable laws, rules, or regulations.

13. No Warranties

You agree that You use this Website solely at Your risk as the Owner does not warrant the accuracy of the contents in this Website. You assume all the risks of viewing, reading, or downloading the contents of this Website.

The Owner expressly disclaims all express and implied warranties, such as the implied warranty of merchantability, as the Owner makes no warranties that the Website or other Services will be accurate, error-free, secure, or uninterrupted.

The Owner makes no warranty about the suitability, reliability, availability, timeliness, and accuracy of the information, Contents, and other materials contained herein for any purpose. The Owner hereby disclaims all warranties and conditions with regard to the information, software, Products, related graphics, and materials, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

You also agree that the Owner and its affiliates shall not be liable for any direct, indirect, punitive, and all consequential damages or any damages whatsoever, including but not limited to damages for loss of use, data, or profits, the failure to provide Services, or for any information, software, Products, Services, related graphics, and materials obtained through this

Website, or otherwise arising out of the use of this Website, whether based on contract, negligence, strict liability, or otherwise.

14. Service Interruptions

The Owner may from time to time interrupt Your access to or use of this Website to perform some maintenance or emergency services, and You agree that the Owner shall not be held liable for any damage or loss which may arise thereof.

15. Termination/Restriction of Access

The Owner reserves the right to, at its sole discretion, terminate Your access to this Website and the related Service or any part thereof at any time, for any reason and without notice.

The Owner shall have the right to terminate or terminate/suspend Your account for violating the Terms of this Service.

If You register with us, You may terminate this Service at any time by issuing a prior notice to us. Once this is done, You will no longer be bound by the provisions of these Terms.

16. General Provisions

a. Assignment: The Owner shall be permitted to assign and transfer its rights and/or obligations under these Terms. However, You shall not be permitted to assign or transfer any rights and/or obligations under these Terms.

b. Entire Agreement: These Terms, disclaimers, and any other agreement relating to the use of this Website constitute the entire agreement and shall supersede any other agreement.

c. Separate Agreements: You may have other legal agreements with us. Those agreements are separate from these Terms. These Terms are not intended to alter, amend, revise, or replace the terms of the other agreement.

d. Applicable Law: These Terms may be governed and construed in accordance with the laws, regulations, or guidelines of the Federal Republic of Nigeria and other treaties or regulations which are applicable in Nigeria.