

Terms of Use for CleCheck Digital Solution

Definitions

Unless the context otherwise requires, any word, term, or expression used in these Terms of Use shall be construed according to its ordinary meaning. This shall be without prejudice to the following:

“Cookies” shall mean a bundle of data sent from a web server to a browser and stored on the hard drive of the computer from which the browser is being accessed.

“Company” refers to CleCheck Digital Solution

“Personal Data” as defined under the data protection Act of the Federal Republic of Nigeria

“Services” mean the provision of any services provided by the Company.

“User” or **“Users”** shall mean anyone making use of the Services provided by the Company and/or anyone accessing the Website of the Company for any purpose.

“Website” shall mean the website operated by the Company with the following URL: check.cle.ng

Use of Services

Use of the Services provided by the Company through its Website shall be conditional on agreeing to observe the following Terms of Use. Use of the Services provided by the Company shall entail the User's agreement to be bound by these Terms of Use.

Use of the Services provided by the Company shall be conditional on having access to the World Wide Web, either directly or indirectly. Payment of any fees associated with such access shall be the responsibility of the User, who shall also be responsible for providing all necessary equipment to connect to the World Wide Web, regardless of the form the said equipment may take.

Proper Use of Services

Users shall use the Services only for lawful purposes and shall not:

Use obscene, threatening, menacing, offensive, defamatory materials, or such materials that are in violation of any law or regulation, in breach of confidence, harmful to minors, in breach of intellectual property rights, or otherwise unlawful when making use of the Services.

Impersonate any person or entity, falsely state or otherwise misrepresent affiliation with a person or entity.

Use the Services to cause other Users or third parties to receive unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

Use the Services to knowingly or negligently transmit any electronic material that may be detrimental to or cause damage or malfunction to the computer systems of the Company, other Users, or any third party.

Collect or store Personal Data about other Users or third parties.

Any breach of the above shall entitle the Company to terminate the User's access to the Services

Disclaimer of Warranties

The Company does not offer any warranty as to the accuracy, content, completeness, legality, reliability, operability, or availability of information or material made available to and/or by Users. Nor does the Company offer any warranty as to the correct communication, presentation, or display of the information made available to and/or by Users.

The Company excludes, to the fullest extent permitted by law, any warranty whatsoever related to the Services. In particular, the Company does not offer any warranty regarding fitness for a particular purpose and non-infringement of proprietary rights, including intellectual property rights.

The Company further disclaims any responsibility for any damages incurred by any User when making use of the Services. The Company disclaims responsibility for any improper use of Users' Personal Data.

Limitation of Liability

Under no circumstances shall the Company be held liable in damages of any kind whatsoever to any User.

Content

The Company shall not be responsible for any content displayed on the Website or any content linked to the Website. The Company does not make any representations concerning any effort to review content and shall not be held liable or responsible for the accuracy, copyright or trademark compliance, or legality of any content.

Intellectual Property

All rights, including copyright, in the content of the Website are owned or controlled for these purposes by the Company. Users may only download the content for their own personal, non-commercial use.

Users shall not copy, broadcast, download, store (in any medium), transmit, show, or play in part or in whole, adapt, or change in any way the content of the Website for any other purpose without the written permission of the Company.

Changes in Terms of Use and Service

The Company reserves the right to change, alter, or modify the Services from time to time, for any reason and without notice, including the right to terminate the services offered by the Company. The Company further reserves the right to change, alter, or modify these Terms of Use without prior notice.

Privacy

The Privacy Policy of the Company, as stated hereunder, shall not apply vis-à-vis such data and/or information as a User may disclose to another User.

Governing Law and Dispute Resolution

All disagreements, issues, or disputes arising from or related to the use of the Services and/or the application, interpretation, or construction of these Terms of Use shall be resolved amicably.

Where no amicable settlement is reached within sixty (60) days, the disagreement, issue, or dispute shall be referred to arbitration in accordance to conciliation Act (2004) in Nigeria. The sixty days shall start to run from when either the Company or the User formally notifies the other party in writing of the existence of a disagreement, issue, or dispute.

Indemnity and Release

Users shall indemnify the Company, its subsidiaries, affiliated companies, officers, and employees and hold them harmless from all claims and expenses, including legal fees, arising from the use of the Services.

Users shall release the Company, its subsidiaries, affiliated companies, officers, and employees from all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever.

Modification of Service

The Company shall have the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services provided by the Company, in whole or in part, with or without notice.

The Company shall not be liable to any User for any modifications, suspension, or discontinuance of the Services.

Violation of Terms of Use

Violations of these Terms of Use or any other rights of the Company entitle the Company to pursue all legal and equitable remedies against the responsible User, including, without limitation, termination of the Services.

Failure by the Company to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision or of any other rights or provisions present in these Terms of Use.

If a court deems one or more rights or provisions in these Terms of Use invalid, the remainder of the Terms of Use shall remain enforceable, and, to the extent permitted by law, the court shall give effect to the parties' intentions as reflected in the provision declared invalid or unenforceable.