TERMS AND CONDITIONS

Last updated: 2021-06-25

1. **Introduction**

Welcome to **247Votes NIG LTD** (“Company”, “we”, “our”, “us”)!

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our website located at **247votes.com.ng** (together or individually “Service”) operated by **247Votes NIG LTD**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at **support@247votes.com.ng** so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

2. **Communications**

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@247votes.com.ng.

3. **Purchases**

If you wish to purchase any product or service made available through Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

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We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. **Payments**

Users will be required to provide payment details (i.e. credit card or debit card details) when submitting a purchase request. Payment may be made via Visa, MasterCard, USSD etc. Our website does not store payment card information. By submitting a payment request, permission is granted to debit the designated account with the equivalent amount. An email receipt would be sent immediately payment is confirmed.

If a payment is made using the Offline payment method (Bank Transfers, Cash Deposit option), Users are to quote the reference number generated on the website while initiating the transfer or cash deposit to 247Votes provided bank account. Payment would be activated when a payment slip carrying the reference number is received.

No credit card details are stored on 247Votes's servers. Users may go to our partner payment gateways to view their policies. Payments for international transaction are processed using our services.

5. **Country and Transaction Currency**

247Votes has a base currency in Naira (Nigerian Currency) and the 247Votes website converts this to the local currency of Users. We use a dynamic currency converter. Users in any part of the world will get to see their Local currency when processing payments on 247Votes.

6. **Content**

Content found on or through this Service are the property of 247Votes NIG LTD or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

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7. **Prohibited Uses**

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

0.1. In any way that violates any applicable national or international law or regulation.

0.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.

0.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.

0.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.

0.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

0.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

0.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.

0.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.

0.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.

0.4. Use any device, software, or routine that interferes with the proper working of Service.

0.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

0.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.

0.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.

0.8. Take any action that may damage or falsify Company rating.

0.9. Otherwise attempt to interfere with the proper working of Service.

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8. **Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

9. **No Use By Minors**

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

10. **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

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. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

11. **Intellectual Property**

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of 247Votes NIG LTD and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of 247Votes NIG LTD.

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12. **Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

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, please submit your claim via email to support@247votes.com.ng, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

13. **Payment to Service Providers**

Unless otherwise agreed in writing, 247Votes will make pay-out within 24 – 48 hrs for all online and USSD payments processed. However, service provider may request upfront / advance payment in writing, and it may be honored.

14. **Service Fee / Commission**

Please refer to the rate on the website for current charges.

In the case where a service provider is directly collecting funds, the Service provider is liable to pay any fees and commission due to 247Votes as agreed.

15. **Lost, Stolen and Destroyed Payment Receipt**

Only a person with an electronic receipt containing the relevant person's name, unique reference number, will be attended to.

16. **Cancellation and Refunds**

By the User:

For payments that were processed without providing value to the user, the user should notify 247Votes by email at accounts@247Votes.com and quote the reference number in the contact mail. On receipt of the refund request, the transaction would be investigated and responded to. Typical replies are obtained within 1 to 48 hours.

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By the Service Provider:

Service Providers may postpone or cancel their events. In such cases, all users who have paid or indicated interest will be refunded or communicated to by the service provider. Service providers acknowledge that they are bound to comply with all applicable laws. Service providers must make refund in accordance with all applicable laws, and indemnify 247Votes against any and all losses, including reputational losses, which 247Votes may incur as a result of Service Providers not complying with their legal obligations regarding refund to Users.

17. **Disclaimer:**

247Votes Services are provided subject to applicable laws and consumer protection legislations, but are otherwise provided without any warranty, and not subject to any condition (express or implied), except as specifically stated in the Site.

247Votes will endeavor to make payments to Service providers as soon as reasonably possible, however, 247Votes makes no representations or warranties regarding the amount of time needed to complete processing of such payments because such processing is dependent upon some third parties and many factors beyond our control.

While 247Votes undertakes to use reasonable measures to maintain the operation of 247Votes Services, we cannot guarantee continuous, uninterrupted, or secure access to the service and operation of the Site and mobile systems. 247Votes shall not be liable for any delay or failure in the running of 247Votes Services, or the working of the Site, where such failure is due to factors beyond 247Votes's control.

247Votes will not be held liable for any indirect, special, or consequential losses of any kind whatsoever arising from, or in connection with any purchases (whether in contract, statute or delict).

Users acknowledge that access to the Site may occasionally be restricted to allow for repairs, maintenance or the introduction of new functionalities or services. We will attempt to restore the Site as soon as reasonably possible.

The Service Provider hereby indemnifies 247Votes and holds it harmless for any claims instituted against 247Votes by any user in terms of where the loss suffered by such user was suffered as a result of negligence or misconduct on the part of the Service Provider, including the failure by the Service Provider to comply with its legal obligations. Where losses arise partly due to the negligence of 247Votes and partly due to negligence or misconduct of the Service Provider, the Service Provider will indemnify 247Votes pro rata for such claim instituted by such claimant, having regard to relevant operating laws.

The Service Provider indemnifies 247Votes against any loss or consequential loss suffered or incurred by 247Votes arising out of, or in connection with, a charge-back or refund claim made against 247Votes, where pay-out has already been made to the relevant Service Provider by 247Votes. The Service Provider hereby undertakes that it will reimburse 247Votes for any financial loss suffered as a result of payment made to the Service Provider for sales made on 247Votes website.

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Where 247Votes suffers any loss, including but not limited to reputational loss, as a result of the conduct of the Service Provider, including but not limited to the Service Providers failure to comply with its legal obligations, including but not limited to, under relevant consumer protection laws, the Service Provider indemnifies 247Votes fully for any such loss incurred by 247Votes.

18. **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Nigeria, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

19. **Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

20. **Amendments To Terms**

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

21. **Waiver And Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

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If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

22. **Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

23. **Contact Us**

Please send your feedback, comments, requests for technical support by email: **support@247votes.com.ng**.

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