



VERXID
TERMS OF USE (WEBSITE)

TERMS OF USE

1. TERMS OF USE

These Terms of Use constitute legally binding terms made between you, whether personally or on behalf of an entity (“you”) and Barnksforte (“we,” “us” or “our”), concerning your access to and use of the [www.verxid.com] website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Service”).

- i. Our terms and policies contain several legal obligations and additional terms or product requirements. All terms and policies are deemed binding and as such, we encourage you to thoroughly read through relevant policies, additional terms and conditions may be added from time to time, and those additional terms become part of your Terms of Use with VERXID.
- ii. We respect your rights as a user of our services to freedom of speech and expression; access to information; privacy; human dignity; religious beliefs and opinion by the 1999 Nigerian constitution as amended. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our services.
- iii. You shall have no right to rely on any variation, amendment, or consensual cancellation of this Policy or any provision or term hereof nor the settlement of any disputes arising under these Terms of Use unless written and signed by us.
- iv. No extension of time, waiver or relaxation, or suspension of any of the provisions or terms of this Policy shall be binding unless reduced to writing and signed by or on our behalf by an authorized agent. Any such extension, waiver or relaxation, or suspension which is so given or made shall be construed as relating strictly to the matter in respect of which it was made or given.
- v. By accessing our website, you are deemed to have accepted to be bound by these terms and conditions.

- vi. You may direct any queries to us to our customer service representatives via email, provided below.

2. USER REGISTRATION

You may be required to register for this Service. You agree to keep your password confidential and will be responsible for all use of your account and password.

3. USER DATA

We will maintain certain data that you transmit to the Website to manage the Service, as well as data relating to your terms of use. Although we perform routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

4. USER ELIGIBILITY

By using the Service, you represent and warrant that:

- i. All registration information you submit will be true, accurate, current, and complete;
- ii. You will maintain the accuracy of such information and promptly update such registration information as necessary;
- iii. You have the legal capacity and you agree to comply with this User Policy;

5. USER RESPONSIBILITIES

- i. You will not access the Service through automated or non-human means, whether through a bot, script, or otherwise;
- ii. Your use of the Service will not violate any applicable law or regulation;
- iii. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any current or future use of the Service (or any portion thereof);

- iv. You are responsible for any misuse of our services that occurs through your account. It is your responsibility to ensure that unauthorized persons do not gain access to or misuse our service;
- v. You undertake not to use the website for any illegal or immoral purpose and you will abide by the current version of the accepted Terms of Use;
- vi. You shall not simulate communications from and/or to the website or other service of another entity to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service (phishing);
- vii. You shall not execute any form of network monitoring (e.g., using a packet sniffer) or otherwise engage in any monitoring or interception of data not intended for you without authorization;
- viii. You shall not, except as provided for in These Terms of Use cede any of its rights or delegate any of its obligations under These Terms of Use without our prior written consent;
- ix. You agree not to systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- x. You agree not to make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means to send unsolicited email, or create user accounts by automated means or under pretenses;
- xi. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein;
- xii. You agree not to engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- xiii. You agree not to interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website;
- xiv. You agree not to use any information obtained from the Website to harass, abuse, or harm another person;

- xv. You agree not to upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service;
- xvi. You agree not to use the Service in a manner inconsistent with any applicable laws or regulations.

6. OUR OBLIGATIONS

- i. In performing our obligations under these Terms of Use, we shall always exercise competence and reasonable skill and care in providing our Services;
- ii. We shall use reasonable endeavors to ensure that each Service will conform to our Terms;
- iii. Unless when the need arises, we have no obligation to update any information on our Service, We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service;
- iv. We cannot guarantee the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service. Nothing in These Terms of Use will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

7. ACCESS TO WEBSITE

Compliance with all the terms and conditions of These Terms of Use and any other future modifications of or additions to this Policy or directives as may be prescribed from time to time shall entitle you to have access to the VERXID Website.

8. PROHIBITED ACTIVITIES

You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

9. PUBLIC SPACE AND THIRD-PARTY CONTENT AND SERVICES

As part of the functionality of the Website, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either:

- a. Providing your Third-Party Account login information through the Service; or
- b. Allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that

- a. We may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account so that it is available on and through the Service via your account, including without limitation any friend lists and;
- b. We may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Service.

Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then our Services may no longer be available on and through the Website. You will have the ability to disable the connection between your account on the Service and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR TERMS OF USE WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

10. PAYMENT

All payments are redirected to 3rd party payment platforms or websites for the processing of payments for our products and services, which are not operated by us. We do not store any payment information nor do we operate these platforms or websites and are not responsible for their data or privacy practices. We urge you to review any privacy policy posted on any Website you visit before using the Service or providing any personal information about yourself and others.

11. TERMINATION

- a. Either Party may terminate a Service upon the following grounds:
 - i. If we are required by Law where the services provided become unlawful or where the provision of services is no longer commercially viable;
 - ii. If either Party has committed a material breach which is incapable of remedy;
 - iii. If either Party has committed a material breach capable of remedy, but which it fails to remedy within thirty (30) Business Days of having been notified of such breach.
- b. If service failure is a result of force majeure and no lasting solution for a continuous period exceeding 3 months.
- c. Where there are reasonable grounds to believe that there has been a violation of any of the terms herein, we may notify you and require you to remedy such violation of

regulations and or an imminent threat to our Website, or in all other cases, within forty-eight (48) hours.

d. If either Party reasonably determines that the violation is continuing or is likely to reoccur, it may terminate these Terms of Use.

e. Notice of termination will be deemed sufficient when given in writing such as hard copy letters, emails, text messages, and any other form of written communication that may come into existence in the future.

12. DISCLAIMER

Every effort will be made to provide the highest quality of service. You acknowledge that our services are interconnected with high-speed internet links provided by other service delivery providers/entities that are responsible to ensure that these links are as reliable as possible. We do not own any responsibility in case of interruptions in the inter-connect network beyond our reasonable control. We shall not be responsible for any interruption caused by the quality of these links, defect in connectivity or any inconvenience, damages, or any other liability whatsoever from Customers or anyone else in this regard.

13. LIABILITY

We shall not be held liable for any losses and /or any damages sustained due to any reason whatsoever OR for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with these Terms of Use.

14. FORCE MAJEURE:

We are not liable for failure to perform any obligation if such failure includes (but is not limited to acts of God, enemy hostilities, fire outbreak, flood, lightning strikes, earthquakes, storm, hurricane, and or other natural disasters) war, invasion, the act of foreign enemies(regardless of whether war is declared or not), civil war, pandemic, rebellion, revolution, insurrection, military or usurped political powers or confiscation, terrorist activities, nationalization, government sanction, embargo, labor dispute, strike, lockout, or

industrial action or failure of electricity or telecommunications services across the country, the action of regulatory authorities, or local or national government or authorities or any event that can be reasonably termed a force majeure.

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of These Terms of Use (other than for payment obligations), or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event or any event that may be reasonably termed as a Force majeure.

15. INTELLECTUAL PROPERTY

You acknowledge that all patents, registered and unregistered designs, copyrights, trademarks, and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service, shall remain the sole property of Barnksforte Technologies Ltd, as well as relevant contractors or suppliers. You shall not in any way tamper with, modify or decompile or do such things as may affect the intellectual property rights concerning the provision and use of the Access or Services.

16. AMENDMENT OF TERMS AND CONDITIONS

We reserve the right to change, modify or amend the terms and conditions of our services. Change may be made necessary due to

- i. Amendment to any law or regulations governing our services;
- ii. At our sole discretion if we decide to amend terms for reasons of quality of service, the benefit of our customers, or business practices and policies changes;
- iii. If there is any information on the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Service at any time, without prior notice.

17. INDEMNITY:

The Customer will be responsible for and shall indemnify us and our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, and hold us blameless against;

- i. Any direct or consequential liability arising out of claims made against us, our affiliates, employees, or representatives howsoever described in connection with the use of our services or misuse by you, or any other person including but not limited to claims of fraud, defamation, copyright infringement, or any other breach of intellectual property rights and any breach occasioned by non-observance of these Terms of Use;
- ii. Any breach of your representations and warranties set forth in these Terms of Use;
- iii. Your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any other user of the Service with whom you connected via the Service.

18. GOVERNING LAWS

These Terms of Use shall be governed by the Laws of the Federal Republic of Nigeria. No provision of the Terms of Use is intended to contravene the applicable provisions of the Laws of the Federal Republic of Nigeria.

19. RESERVATION AND NON-WAIVER OF RIGHTS

- i. We reserve the right to take action against any individuals, companies, or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law;
- ii. We reserve the right, at our sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network;

- iii. We reserve the right to suspend, revoke or cancel our services to you if the safety and integrity of our resources are placed at risk in continuing to provide service to you;
- iv. We do not undertake to guarantee the security of any data passing through the networks. Although we will provide a “best-effort” service, including regular updates on computer viruses and other threats to the security of data, it is the responsibility of the communicating parties to safeguard their data, and we cannot be held liable for any loss or damage arising as a result of the failure to do so.

20. SEVERABILITY

If any clause or term of These Terms of Use should be invalid, unenforceable, defective, or illegal for any reason whatsoever, then the remaining terms and provisions of These Terms of Use shall be deemed to be severable and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms of Use.

21. MODIFICATION

We reserve the right to modify, amend or amplify these Terms of Use, policies, tariffs, services, charges, and other essential ingredient of or relating to the Terms of Use at any time without prior notice. Changes shall become effective as soon as they are posted to our Website or App; provided that in the case of an increase in tariffs or charges, the Subscriber shall be duly notified of the changes thereafter.

22. MISCELLANEOUS

- i. These Terms of Use establish the terms and conditions under which we shall provide the Services to you.
- ii. These Terms of Use and any policy or operating rules posted by us on the Website shall constitute the entire terms and understanding between you and us. Our failure to exercise or enforce any right or provision of These Terms of Use shall not operate as a waiver of such right or provision.
- iii. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time.

iv. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of These Terms of Use or use of the Service.

v. You agree that These Terms of Use will not be construed against us by having drafted them. You hereby waive any defenses you may have based on the electronic form of these Terms.

vi. These Terms of Use shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns, or liquidators of the Parties as fully and effectually as if they had signed These Terms of Use in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

23. Notices

You agree that these Terms of Use constitute "an Agreement duly signed or executed by "you" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices, or other documents regarding your account and/or your use of the Service, may be provided to you electronically and you agree to receive all Notices from Barnksforte in electronic form.

All Notices in either electronic or paper format will be considered to be in "writing and to have been received and shall become effective thirty (30) days after being posted or placed on our website.

Notice Procedure

- You can send notices to us shall by email to support@verxid.com or our phone number: 07036889036.
- You can also contact us at No 4 Macenta Close, Wuse 2, Abuja.
- Notices by us to you may be placed on our website or sent to your email address registered with us.
- A notice by email shall be deemed received by the other party, once the email is sent.
- Notice posted to our website shall be deemed received upon your visit to our site or your first log-in after the posting.