

Last Updated: September 30, 2020

## **Acceptance of Terms**

Please read these Terms of Service ("Terms") carefully before using the Biosec Solutions website ("Site", "Service"), built and owned by Biosec Solutions ("us", "we"), and located at <https://biosec.com.ng/>. By accessing and using this Service, the user ("You") accept and agree to be bound by the provisions of this agreement. In addition, when using this Service, you shall be subject to any posted guidelines or rules applicable to such Solutions and Services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. Your access to and use of our Solutions and Services is conditioned on your acceptance of and compliance with this Terms of Service agreement. These Terms apply to all visitors, users, and others who access or use the Service. Any participation in this service will constitute acceptance of this agreement. If you do not agree with any part of these terms of service, you are not permitted to use our website.

## **Termination**

We may terminate or suspend access to our Solutions and Service immediately, without prior notice or liability, for any reason whatsoever, including and without limitation if you breach any of the guidelines or rules that are presented in this Terms of Service document.

## **Accuracy of Information**

Any information that you provide during your use of the Solutions and Service will be considered as accurate by the Service. You will be held liable for any invalid information provided during your use of this Service and will bear all responsibility (including correction or legal fees) that will facilitate a change of information.

## **Limits on liability**

We work hard to provide the best version of our Site that we can, and to specify clear guidelines for everyone who uses them. Our Solution's and Service, however, is provided in an "as is" state, and we make no guarantees that it will always be safe, secure, error-free, without disruptions in its functionality, delays, or imperfections in of any sort. To the extent permitted by law, we also disclaim all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

We do not control or direct what users of our Service do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content that they share (including offensive, inappropriate, obscene, unlawful and other objectionable content).

Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms, even if we have been advised of the possibility of such damages.

### **Online Payment**

Our Service permits online payment of necessary fees using Paystack and any other third-party online payment services that support online payments. You will be liable to the payment information you provide to these online payment services and we will not be held accountable for any invalid information provided nor will we be held responsible for the initialization, implementation, progression, nor completion of any possible refund process that arises during your use of our Solutions and Service.

### **Intellectual Property Rights**

The Service contains valuable trademarks owned and used by Us, our affiliates, and related entities throughout the world. These trademarks are used to distinguish our quality products and services. These trademarks and related proprietary property are protected from reproduction and simulation under national and international laws and are not to be copied without our prior express written permission. The text, graphics, and source code contained in the Service are our exclusive property, our affiliates or related entities. Except where otherwise noted, the text, graphics and source code contained here may not be copied, distributed, displayed, reproduced, or transmitted in any form or by any means without our prior express written permission.

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We reserve all rights not expressly granted in and to the Service and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable, or otherwise interfere with security- related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

### **Indemnity**

You agree to defend and indemnify us, our affiliates, and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from

or in connection with:

- (i) Your use of and access our Solutions and Service (including any online payment);
- (ii) Your violation of any of the terms presented in this Terms agreement; and
- (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right.

### **Ability to Accept Terms**

You affirm that you are 18 years and above, or possess legal parental or guardian consent, and are fully able and competent to enter the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

### **Agreement Changes**

We may in our discretion change these Terms, or any aspect of us or any of our affiliated services, without notice to you. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

If any change to these Terms is found invalid, void, or for any reason unenforceable, that change

is severable and does not affect the validity and enforceability of any remaining changes or conditions. USE OF THE SERVICE AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST IMMEDIATELY DISCONTINUE THE USE OF OUR SOLUTIONS AND SERVICE.

### **Contact Us**

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact our Data Protection Officer (DPO) at [info@biosec.com.ng](mailto:info@biosec.com.ng) or [dpo@biosec.com.ng](mailto:dpo@biosec.com.ng)