

# Terms of Use

These are the Terms of Use ("Terms") governing all websites, mobile applications, and APIs (each, a "Service") owned or operated by Youcheck Online Services Limited ("we", "us", "our", "Youverify"). By accessing or using the Services, you ("you", "your") agree to be bound by these Terms, our Privacy Policy, Cookie Policy and Payment Policy, as well as any Additional Service Terms governing your use of a particular Service, all of which are incorporated herein by reference.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE  
YOUCHECK SERVICES OR VISIT YOUVERIFY WEBSITES.

# 1. Basic Terms

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## 1.1 Eligibility For Use

You represent and warrant that you are at least 18 years of age, of legal competence to enter into this agreement, and are not a person barred from receiving services under the laws of the Federal Republic of Nigeria or other applicable jurisdiction. We reserve the right to deny, in our sole discretion, any access or use of the Services without notice for any or no reason.

## 1.2 Accounts and Logins

You represent and warrant that all information you provide in connection with the creation of an account with Youverify ("Account") is accurate and true. You agree that, if any information changes, you will update your Account to maintain accurate information.

When you create an Account, you must also create a Login and Password, if required. You agree that you will not distribute your Login or Password to any other person, and you understand that you cannot authorize any other person to use your Account. You agree that you will not transfer, sub-license, sell, or assign your rights in your Account to any other person.

## 1.3 Passwords and Unauthorized Use

You are responsible for safeguarding the password and/or API keys that you use to access the Services and for any activities or actions under your account credentials. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account. Youverify cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

If you believe that a third party has gained access to your Account, you agree to notify us promptly by sending an email to [privacy@youverify.co](mailto:privacy@youverify.co). Failure to do so may result in your account being suspended without prior notice. You expressly agree that you will be responsible for any costs arising from a data breach caused by unauthorized use of your account credentials, including, if applicable, notice to affected individuals.

## 1.4 Your Content

By submitting content to Youverify ("Your Content"), you grant us a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to reproduce, prepare derivative works, or distribute copies of Your Content in any medium for the sole purpose of providing or marketing the Services to you and others. You agree that you have the right to submit any content you submit and that you are not violating any party's intellectual property rights or any other right that could lead to a cause of action against you or us.

## 1.5 Communications From Us

Once you create an Account or otherwise provide your email address to us, you may, from time to time, receive email communications from us about your account, as well as occasional marketing emails. You may elect to opt out of receiving marketing emails at any time by following the instructions and link provided within the email. Please allow up to 10 days for your marketing communication preferences to fully take effect within our systems.

## 2. License To Use The Services

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### 2.1 Limited License

Subject to these Terms and any Additional Service Terms, we grant you a limited, revocable, non-transferable, nonexclusive license to access and use our Services. You agree that you will not copy, display, distribute, or resell any part of the Content or Services, in any medium, without Youverify's prior written consent. To the extent any component of the Content or Services may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms.

### 2.2 Access Restrictions

You may not access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Youverify (and only pursuant to these Terms), without our express prior written consent.

In addition, you may not do any of the following while accessing or using the Services:

- use any automated devices, such as spiders, robots or data mining techniques to download, store or otherwise reproduce, store or distribute Content or to manipulate the Services;
- access, tamper with, or use non-public areas of the Services, Youverify's computer systems, or the technical delivery systems of Youverify's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- forge any TCP/IP packet header or any part of the header information in any email, or in any way use the Services to send altered, deceptive, or false source-identifying information; or
- interfere with, or disrupt (or attempt to do so), the access of any user, host or network, including, without limitation, sending virus, overloading, flooding, spamming, mail-bombing the Services, or using the Services in such a manner as to interfere with or create an undue burden on the Services.

The restrictions outlined in this section do not apply to security researchers participating in Youverify's vulnerability coordination and bug bounty program.

### 2.3 Usage Restrictions

You agree to adhere to the following:

- You will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state, and local laws and regulations.

- You will not use the Services to request a consumer report on any individual other than yourself without that person's written authorization.

## **2.4 User-Generated Content Restrictions**

We may allow users, including you, to post certain user generated content (“UGC”) to the service. We shall have the right, but not the obligation, to monitor or review any UGC at any time for any readily apparent violation of these Terms. Youverify reserves the right to conduct a limited review of the UGC for the sole purpose of identifying and rejecting UGC which violates these Terms.

You agree that you will not submit UGC which:

- Impersonates another person or entity or misrepresents your affiliation with a person or entity;
  - Contains the private information of any third party, including but not limited to addresses, phone numbers, email addresses, social security numbers;
  - Is commercial in nature;
  - Infringes on a third party’s intellectual property rights;
  - Is threatening, incites violence, or promotes illegal activity;
  - Promotes or endorses drug use, child pornography, or other illegal activities; or
  - Contains hate speech, nudity, or graphic or gratuitous violence.
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### 3. Our Intellectual Property

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All rights, title, interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Youverify and its licensors. Youcheck Online Services is the exclusive owner of trademark rights in the YOUVERIFY mark, Youverify.co mark, and others. The Services are protected by copyright, trademark, and other laws of both the Federal Republic of Nigeria and foreign countries. Nothing in the Terms gives you a right to use the Youverify name or any of the Youverify trademarks, logos, domain names, and other distinctive brand features, in whole or in part, except as expressly authorized by Youverify. This prohibition includes, but is not limited to, unauthorized copying or distribution of any of the Content displayed or used on Youverify, framing Content from Youverify, or creating any unauthorized derivative work.

We use third-party trademarks on Youverify websites to identify the owners of these marks. Use of any third-party trademark is intended only to identify the trademark owner and its goods and services and is not intended to imply any association or sponsorship between the trademark owner and Youverify.

Any feedback, comments, or suggestions you may provide regarding Youverify Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

## 4. Intellectual Property and Copyright

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Youverify respects the rights of copyright and trademark owners. Please contact us at [legal@youverify.co](mailto:legal@youverify.co) if you believe your trademark is being used in violation of the law.

If you believe that an allegedly infringing content has been made on a Youverify website and you are authorized to act on behalf of the owner of the exclusive right in that content, you may send a notice containing the following to [legal@youverify.co](mailto:legal@youverify.co) :

- Your physical or electronic signature
- Your contact information, such as an email address, telephone number, or mailing address
- Information that identifies the copyrighted work claimed to have been infringed, or, if your notification references multiple copyrighted works, a representative list of such works appearing on our service(s)
- Information that describes the allegedly infringing material or activity that you want removed or access disabled to, and information reasonably sufficient to permit us to locate the material, such as a URL
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

If your notice substantially complies with the above requirements, we will act to remove the allegedly infringing content. Youverify has a policy of terminating the accounts of repeat infringers users whose content is the subject of multiple complaints notices.

We reserve the right to remove Content alleged to be subject of infringement without prior notice, at our sole discretion, and without liability to you.

If you are a user of a Youverify Service whose content has been removed in error from one of our websites, you have the choice of sending us something called “counter-notice”, or an attempt to have your content restored. Your counter-notice must contain the following elements:

- Your physical or electronic signature
- Information that identifies the material that has been removed or to which access has been disabled and the location on our service(s) where the material previously appeared

- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled
  - Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal High Court for the judicial district in which the address is located and that you will accept service of process from the person whose notification resulted in the removal of your content or their agent.
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## 5. Disclaimers And Limitation Of Liability

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### 5.1 Disclaimer Of Warranty

YOU USE THE SERVICES AT YOUR SOLE RISK (INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, DAMAGE RESULTING ON RELIANCE ON INFORMATION FROM YOUVERIFY, OR OTHER DAMAGES THAT RESULT FROM OBTAINING ANY CONTENT FROM THE WEBSITE, INCLUDING COMPUTER VIRUSES) EVEN IF YOUVERIFY HAS BEEN ADVISED OF OR IS AWARE OF THE RISK OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, YOUVERIFY PROVIDES THE WEBSITE, THE SERVICES, THE CONTENT, AND THE INFORMATION "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOUVERIFY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

NO INFORMATION OR ADVICE PROVIDED ON YOUVERIFY WEBSITES, BY YOUVERIFY, OR BY YOUVERIFY'S EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY.

YOUVERIFY'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. YOUVERIFY WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH CONSUMER REPORT, AND YOUVERIFY WILL RE-VERIFY ANY DISPUTED CONSUMER REPORT WHEN YOU MAKE A REQUEST IN ACCORDANCE WITH APPLICABLE LAWS. YOU ACKNOWLEDGE, HOWEVER, THAT YOUVERIFY CANNOT BE AN INSURER OF, AND CANNOT GUARANTEE THE ACCURACY, VALIDITY OR COMPLETENESS OF, THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF YOUVERIFY AND MAY NOT ALWAYS BE ACCURATE, VALID OR COMPLETE.

### 5.2 Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUVERIFY ONLINE SERVICES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii)

ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT, OR ACCOUNT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF YOUCHECK ONLINE SERVICES EXCEED THE GREATER OF TEN THOUSAND NAIRA (NGN N10000.00) OR THE AMOUNT YOU PAID YOUCHECK, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT YOUVERIFY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **5.3 Indemnification**

You agree to defend, indemnify, and hold Youcheck Online Services, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and related fees and expenses, resulting from, or alleged to result from, your violation of these Terms or your use of the Services.

We reserve the right to assume exclusive control of our defense in any matter subject to your indemnification, which shall not excuse your obligation to indemnify Youcheck online services. You shall not settle any dispute subject to your indemnification under these Terms without written consent from Youverify.

## 6. General Terms

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### 6.1 Controlling Law And Jurisdiction

These Terms will be governed by the laws of the Federal Republic of Nigeria without regard to or application of its conflict of law provisions or your state or country of residence. You and Youverify irrevocably agree to submit to the personal jurisdiction of, and to bring any claim, action, or proceeding in, the Federal High Court or any other Court of coordinate jurisdiction in Nigeria.

### 6.2 Links To Third Parties

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable (directly or indirectly) for the availability of such websites or resources; the content, advertising, products, or services on or available from such websites or resources; or any damage, loss, claim, or complaint caused by, arising from, or in connection with your use of or reliance on any such content, advertising, products, or services available on or through any such website or resource. Links to such websites or resources do not imply any endorsement by Youverify of such websites or resources or the content, advertising, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### 6.3 Waiver, Severability, And Assignment

Youverify's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found invalid or unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Youverify may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

### 6.4 Changes To The Services

We reserve the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate the Services, the Content, and any part thereof without notice to you. Youverify shall have no liability to you or any other person or entity for any modification, suspension, termination, or loss of information.

### 6.5 Term And Termination

These Terms will remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. We can suspend or terminate your access to or use of the Services, in whole or in part, at any time, immediately and without notice. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 3, 5, and 6.

Nothing in this section shall affect Youverify's right to change, limit, or stop the provision of the Services without prior notice, as provided above in section 6.4.

## **6.6 Headings**

The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Terms.

## **6.7 Modification Of Terms**

From time to time, and in our sole discretion, we may revise these Terms. If the revision, in our sole discretion, is material we will notify you via an email sent to the email address associated with your account, or by means of a notice posted on this website. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

## **6.8 Notification**

By entering into and accepting these Terms, you agree and consent to receive electronically all communications, agreements, notices, documents and disclosures relating to these Terms and your use of the Services (collectively, "Communications"). Communications include agreements and policies you agree to (for example, and not by way of limitation, these Terms, including the Privacy Policy), including updates to these agreements or policies; annual disclosures; transaction receipts or confirmations; statements and transaction history; and any other transaction information or other information related to the Services. You have the right to withdraw your consent at any time. To withdraw consent, you may send a written request (a) by regular mail to Youverify at 13B Bishop Street, Off Coker road, Ilupeju, Lagos or (b) by email to [privacy@youverify.co](mailto:privacy@youverify.co). If consent is withdrawn, Youverify reserves the right to discontinue your access to the Services, terminate any and all agreements with you, and/or charge you additional fees for paper copies.

## **6.9 Entire Agreement**

These Terms, as well as the incorporated Privacy Policy, Payment Policy, and Additional Service Terms you agree to, are the entire and exclusive agreement between you and Youverify, and these Terms supersede and replace any prior agreements between Youverify and you regarding the Services. However, the foregoing does not supersede or replace any Master Services Agreement, Order Form, or other written agreement between you and Youverify, which is explicitly in addition to or replaces these Terms. These Terms create no third-party beneficiary rights.