

GRDS PROBATE PORTAL: Terms and Conditions

Welcome to the GRDS Probate Portal ("App"), a cutting-edge solution developed and provided by Greenwich Registrars and Data Solutions ("GRDS"). This App offers a robust suite of features designed to streamline and simplify the probate services application process.

By accessing or utilizing the App, you expressly acknowledge and agree to be bound by the following Terms and Conditions ("Terms"). Please carefully review these Terms, as they govern your use of the App and our provision of services. If these Terms do not align with your expectations, please discontinue use of the App.

1. Acceptance of Agreement

1.1 By accessing or utilizing the App, you hereby acknowledge that you have read, understood, and accepted these Terms. Your use of the App constitutes a legally binding agreement to abide by these Terms. If you do not agree to these Terms, please refrain from using the App.

1.2 By continuing to use the App, you affirm your acceptance of these Terms and our Privacy Policy, which is incorporated herein by reference. We reserve the right to modify these Terms at our discretion, and your continued use of the App will signify your acceptance of any changes.

1.3 Acceptance Procedure: To accept this agreement, you must be of legal age or have the necessary legal authority to enter into a binding contract. By using the App, you represent and warrant that you meet these requirements.

2. User Accounts

2.1 Account Registration: To fully utilize the App's features and capabilities, you may be required to create a user account. During the registration process, you are required to provide accurate, complete, and up-to-date information. This information includes, but is not limited to, your name, email address, and password.

By creating an account, you represent and warrant that:

- The information provided is truthful and accurate.
- You will maintain the accuracy and completeness of your information.
- You are authorized to use the email address and password provided.
- You will comply with these Terms and our Privacy Policy.

GRDS reserves the right to refuse or terminate accounts if registration information is found to be inaccurate, incomplete, or otherwise violates these Terms.

2.2 User Conduct: You agree to use the App in a responsible and lawful manner, and to refrain from engaging in any conduct that:

- Is unlawful, threatening, abusive, harassing, defamatory, libellous, or invasive of another's privacy.
- Constitutes hate speech or discrimination based on race, ethnicity, gender, sexual orientation, religion, or any other protected characteristic.
- Is false, misleading, or deceptive.
- Infringes on the intellectual property or other rights of GRDS or any third party.
- Is otherwise objectionable or inappropriate.

By using the App, you agree to comply with these standards of conduct, and to refrain from using the App for any purpose that is unlawful or prohibited by these Terms. GRDS reserves the right to terminate or suspend your account if you violate these Terms or engage in any misconduct.

2.3 Account Security: You are solely responsible for maintaining the confidentiality and security of your account credentials, including your username and password. GRDS will not be liable for any losses or damages resulting from your failure to safeguard your account credentials.

You agree to:

- Keep your account credentials confidential and secure.
- Not share your account credentials with anyone.
- Notify GRDS immediately of any unauthorized use of your account or suspicious activity.

You are fully responsible for all activities conducted under your account, including any unauthorized use or misuse. GRDS reserves the right to terminate or suspend your account if we suspect any unauthorized or fraudulent activity."

2.4 Assumption of Responsibility: You hereby acknowledge and understand that the information and materials available through the App are provided for general informational purposes only, and should not be construed as professional advice or guidance. Any decisions or actions you take based on the information available through the App are entirely your responsibility.

By using the App, you agree to:

- Hold GRDS harmless for any damages or losses arising from your use of the App.
- Assume full responsibility for any decisions or actions taken based on the information available through the App.

GRDS disclaims all liability for any damages or losses resulting from your use of the App or reliance on the information provided.

2.5. Information Disclaimer: You acknowledge and understand that the information and materials available through the App are provided for general informational purposes.

GRDS disclaims all liability for any damages or losses resulting from your reliance on the information provided through the App. You are solely responsible for:

- Interpreting and acting upon the information retrieved from the App.
- Seeking professional advice before making any decisions or taking any actions based on the information provided.
- Verifying the accuracy and completeness of the information before relying on it.

By using the App, you agree to hold GRDS harmless for any damages or losses arising from your use of the App or reliance on the information provided.

3. Intellectual Property

3.1 Ownership: All elements comprising the App, encompassing text, graphics, logos, and images, are the intellectual property of Greenwich Registrars and Data Solutions or its licensors. This content is safeguarded by copyright and other applicable intellectual property laws.

3.2 Usage Restrictions: Without explicit permission from GRDS, you are expressly prohibited from reproducing, distributing, modifying, or creating derivative works based on the App's content.

3.3 User-Generated Content: Any content, materials or information provided by you through the App ("User Generated Content") and shall remain your property. However, you hereby grant GRDS a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display such User-Generated Content for the purpose of providing and improving the services.

4. Privacy and Data Collection

4.1 Data handling: By using the App, you explicitly consent to the collection, storage, processing, and use of your personal information by GRDS, its affiliates, and its service providers. You acknowledge and agree that GRDS may handle your personal information in accordance with its Privacy Policy, which is incorporated herein by reference.

You understand that GRDS may:

- Collect and store your personal information, including registration information and usage data.
- Process and use your personal information to provide and improve the App, and to communicate with you.
- Share your personal information with third-party service providers and affiliates, as necessary.

By using the App, you affirm your consent to the handling of your personal information as described in the Privacy Policy, and you warrant that all information provided is accurate and up-to-date

4.2 Data Security: While GRDS is committed to safeguarding your privacy, please understand that no data transmission or storage is entirely secure, and GRDS cannot ensure the absolute security of data transmitted through the App.

4.3 Device Information: When you register and log in to the App, we may collect and store certain device information, including:

- Device type and model
- Operating system and version
- Device identifier (e.g. IP address, MAC address)
- Login history and location

This information is collected and stored for security purposes, including:

- ❖ Authentication and verification
- ❖ Fraud detection and prevention
- ❖ Compliance with legal and regulatory requirements.

5. Limitation of Liability

5.1 Disclaimer of Warranties: The App is provided on an "as is" and "as available" basis, without warranties of any kind, express or implied. GRDS disclaims all warranties, including but not limited to:

- ❖ Implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- ❖ Warranty of accuracy, completeness, reliability, or timeliness of the App or its content.

- ❖ Warranty of uninterrupted or error-free access or use of the App.

You acknowledge and agree that your use of the App is at your sole risk, and that GRDS is not liable for any damages or losses resulting from your use of the App. GRDS disclaims all liability for any claims, damages, or losses arising from or related to the App, including but not limited to:

- ❖ Direct, indirect, incidental, consequential, or punitive damages.
- ❖ Loss of profits, revenue, data, or use.
- ❖ Claims of third parties.

5.2 Liability Limitation:

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable laws, GRDS is not liable, and you agree not to hold GRDS responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- ❖ your use of, or your inability to use, our Platform;
- ❖ your use of Third-Part Applications;
- ❖ delays or disruptions in our Platform and any of the Services;
- ❖ viruses or other malicious software obtained by accessing our Platform;
- ❖ glitches, bugs, errors, or inaccuracies of any kind in our Platform or any of the Services or in the information and graphics obtained from them;
- ❖ the content, actions, or inactions of third parties;
- ❖ a suspension or other action taken with respect to your Account; or
- ❖ Any inconvenience as a result of changes to these Terms or GRDS' policies.

6. Governing Law and Jurisdiction

6.1 Applicable Law: These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

7. User Responsibilities

7.1 Responsible Usage: you agree to be solely responsible for the contents of your activities through the Services. You agree not to use the Services for illegal purposes or for activities that are unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another.

7.2 Account Security: Safeguarding the confidentiality of your account credentials is solely your responsibility. You are liable for all activities conducted under your account.

8. Dispute Resolution

8.1 Resolution Efforts: In the event of disputes between users or between users and GRDS, you agree to engage in good-faith efforts to resolve the dispute through mediation or arbitration. Legal action may be pursued if an amicable resolution is not achieved.

9. Modifications to Terms

9.1 Modification Rights: GRDS reserves the unassailable right to modify these Terms at its sole discretion. Any changes will be effective upon publication within the App or notification

to users. Continued use of the App subsequent to modifications shall signify your acceptance of the revised Terms.

10. Termination of Service

10.1 Service Termination: GRDS reserves the right to terminate, suspend, or modify the service or your access to it, with or without notice, for any reason, including, but not limited to, a violation of these Terms or the discontinuation of the App.

These comprehensive Terms and Conditions constitute the agreement between you and GRDS for the usage of the GRDS Probate Portal. Please take the time to read and understand these Terms. If you have any questions or concerns, feel free to contact us at grdsprobate@gtlregistrars.com. Your trust in our services is highly valued.

11. Refund Policy

All payments made to GRDS are final and non-refundable. By using the App, you acknowledge that you understand and agree to this no-refund policy. GRDS does not offer refunds or credits for any reason, including but not limited to:

- ❖ Cancellation of account or subscription.
- ❖ Unsatisfactory performance or functionality.
- ❖ Unavailability or technical issues.
- ❖ Any other circumstances.

12. Indemnity

You agree to indemnify and hold harmless GRDS, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, Agreement, or any other claim related to your use of the Services.

13. Anti-Money Laundering Policy

In line with the Anti-Money Laundering and Combating Terrorism Financing, we have the authority to monitor your transactions on our platform and your use of our platform for any transaction or activity. Where we suspect a transaction to be risky, we may temporarily place them as pending and request additional documents or information. You agree that we reserve the right to request additional documents and information that support your transactions. We reserve the right to investigate you and your transactions if we deem your activities to be fraudulent.