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You are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password. You agree to immediately notify us in the event of any unauthorized use of your account or other breach of security.

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3. CREDIT CARD PAYMENT

In a credit card transaction, you must use your own credit card. Notify Information Centre (NIC) will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user.

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By using this Site, you agree to indemnify, hold harmless and defend Notify Information Centre (NIC), its parent, subsidiaries and affiliates, and their respective officers, directors, employees, successors, agents, subsidiaries, partners, contractors, vendors, manufacturers, distributors, representatives and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim (including without limitation, claims made by third parties for infringement of intellectual property rights) by a third party that arises in connection with

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- (ii) your breach of the Terms of Service; or

(iii) your violation of any law or the rights of a third party. You agree to cooperate as fully as reasonably required in the defense of any claim. Notify Information Centre (NIC) reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

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We may alter, suspend, or discontinue this Site in whole or in part, at any time and for any reason, without notice or cost. We may, in our sole discretion, terminate or suspend your use or access to all or part of the Site or your account or membership, for any reason, including without limitation, breach of these Terms of Service. If at any time, we notify you that your access to and /or use of the Site or your account is terminated, you must cease and desist from all such access and/or use immediately. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. In the event these Terms of Service or your membership or account are terminated, the restrictions regarding intellectual property matters, the representations and warranties, indemnities, and limitations of liabilities set forth herein (as well as any other of your obligations which by their nature should survive termination) will survive termination.

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If you believe that any materials on this Site infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must: (a) identify the allegedly infringing materials; (b) indicate where on the Site the infringing materials are located; (c) provide your name and contact information; (d) state that you have a good faith belief that the materials are infringing; (e) state that the information in your claim is accurate; and (f) indicate that "under penalty of perjury" you are the lawful copyright owner or are authorized to act on the owner's behalf. Please email the copyright issue to ade@notifyic.com

9. MISCELLANEOUS

Unless otherwise specified herein, these Terms of Service, constitute the entire agreement between you and Notify Information Centre (NIC) with respect to the Site and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Notify Information Centre (NIC) with respect to the Site. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Notify Information Centre (NIC) to act with respect to a breach by you or others does not waive Notify Information Centre (NIC)'s right to act with respect to subsequent or similar breaches. Notify Information Centre (NIC)'s failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The section headings contained in these Terms of Service are included for convenience only and shall not limit or otherwise affect the terms of these Terms of Service.

This agreement shall be governed by the law of the Federal Capital Territory (FCT) Abuja, Nigeria and the parties submit to the jurisdiction of the courts of that State.