

Terms of Use

By using this website (www.gatepass.io), the GatePass mobile app and any of our services you agree to these Terms of Use. The Privacy Policy is incorporated by reference into this Terms of Use.

About Us

GatePass is a community management solution provider that offers a cloud-based solution deployed on mobile which helps communities manage their visitors, communications, payments and emergencies in a seamless manner.

About this Terms of Use

This Terms of Use is an agreement between you and GatePass. It details GatePass' obligations to you. It also highlights certain conditions attached to using the services and you must consider such conditions carefully as you will be bound by the provision of this Agreement through your use of this website, mobile app or any of our services ("GatePass Services").

If you are accessing the GatePass Services on behalf of another entity or individual, you represent and warrant that you have the authority to agree to the Terms of Use on such entity's or individual's behalf. If you do not agree with anything contained in the Terms of Use, please do not submit information to, access information from, or otherwise utilize the GatePass Services.

We reserve the right to unilaterally and at any time modify the configuration of the GatePass Services, the conditions of the service and the content thereof, as well as eliminate, restrict or suspend same temporarily or definitively and prevent access thereto, without prior notice. Your use of the GatePass Services following the posting of any changes to the Terms of Use shall be deemed to be acceptance.

The information that appears on the website or mobile app is effective as of the date of its last update. The Web Site may not be altered, changed, modified or adapted. We may discontinue the GatePass Services being used by you and immediately terminate the relationship with you if we become aware that the GatePass Services or any of the services available thereon are being used in a manner that could be considered to be in violation of the terms of this Terms of Use.

Such violating uses specifically include, but are not limited to, instances where the use of the website is observed to potentially damage our image, interests or rights or of third parties or to potentially damage, disable or overload the website, or impede the its use in any way. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation ownership provisions, disclaimers, indemnity and limitations of liability.

Eligibility

We do not knowingly transact or provide any services to persons under the age of 13. If as a parent or guardian, you become aware that your child or ward under the age of 13 has provided us with any information without your consent, please contact us at hello@gatepass.io.

We may in our sole discretion, refuse to offer the website to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that the Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the website is revoked where the Terms of Use or use of the website is prohibited by any applicable law, rule or regulation. Further, this website is offered only for your use, and not for the use or benefit of any third party.

Privacy

GatePass pays close attention to your privacy rights. We ensure our use of your personal data is in tune with regulatory prescription and global standards. Our detailed privacy policy is available [here](#). Your continued use of our platform is an express consent to our privacy policy.

Limitations

Where we require you to provide any information, you may not (and may not permit any third party to) provide any information that:

- a. you know is false, misleading, untrue or inaccurate;
- b. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, invasive of another's privacy, offensive, profane, hateful or is racially, ethnically or otherwise objectionable as determined by us in our sole discretion, or otherwise violates the legal rights of others;
- c. you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party or violates any law or contractual duty; and/or
- e. impersonates any person or entity.

Payments

Where necessary, we may use certain payment gateway providers in order to facilitate payments for the GatePass Services. We may change or add new payment gateway providers in the future as is necessary for the Services. Payment gateway providers may aggregate your information for a number of purposes, and it is your responsibility to review their Terms of Use and Privacy Policy before interacting with such services.

Intellectual Property Rights

The GatePass Services in its entirety including this website's and the mobile app's look and feel, text, graphics, logos, button icons, software files, technology, links and other audio-visual or audio content, colour combinations as well as the structure, selection, arrangement and presentation of the contents thereof (if any) ("Content") are the property of the GatePass, and are subject to the copyright or other intellectual property rights of GatePass and to the terms of licenses held by GatePass. Duplicating, distributing, publicly disclosing, extracting, reusing, forwarding, using in any nature and transforming such Content in any manner is prohibited, except where previously authorized or legally permitted, where none of the use rights regarding such Content can be understood to be transferred to the you beyond what is strictly necessary to properly use the GatePass Services.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the website (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the website, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Disclaimers

The GatePass Services are provided "as is" without any express, implied and/or statutory warranties including, but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights and any and all warranties arising from course of dealing and usage of trade, that the services will meet the property manager's requirements. Without limiting the generality of the foregoing, GatePass makes no warranty that our Services will meet your requirements or will continue in the future to meet your needs or that our Services will always be accessible, available, uninterrupted, timely, secure, or error free.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

Limitation of Liability

Under no circumstance shall the GatePass or its directors, employees, agents, partners, suppliers or content providers be liable to you, or to any third party, for any lost profits, data loss, cost of procurement of substitute goods or services, or incidental, consequential, punitive, special, compensatory or indirect damages of any kind whatsoever (however arising), even if advised as to the possibility of such damages,

regardless of whether the claim for such damages is based in contract, tort, strict liability, negligence or otherwise.

To the maximum extent permitted by law, we will not be liable or responsible for lost profits, revenues, or data, financial losses, or indirect, special, consequential, exemplary, or punitive damages. To the maximum extent permitted by law, our total liability for any claim relating to the GatePass Services. These terms of use, including any claim for any implied warranty, is limited to the greater of One Hundred Thousand Naira (N100,000) or the amount you paid to us to use the GatePass Services whichever is lesser.

Indemnity

You agree to indemnify and hold harmless the GatePass, its affiliates and each of its respective officers, directors, agents, and employees, from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use or misuse of the GatePass Services, breach of the Terms of Use or the materials it incorporates by reference, or violation of any law, regulation, order or other legal mandate or the rights of a third party.

We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

Age Restriction

We do not knowingly collect personally identifiable information from children under the age of thirteen (13). If we learn that we have collected personal information from a child under age thirteen (13), we will delete that information as quickly as possible. If as a parent or guardian you believe that your child or ward under the age of thirteen (13) may have provided us personal information, please contact us at hello@gatepass.io. By using our website and services, you represent that you are at least 18years of age.

Updates, Modifications & Amendments

We may need to update, modify or amend our Terms of Use as our technology evolves or subject to regulatory requirements. We reserve the right to make changes to this Terms of Use at any time by giving notice to users on this page. We advise that you check this page often, referring to the date of the last modification on the page. If a user objects to any of the changes to the Terms of Use, the User must cease using our website, mobile app and/or services immediately.

Severability

The disclaimers, exclusions, and limitations set forth herein are essential elements of these terms and conditions and therefore represent a reasonable allocation of risk. In particular, the GatePass Services is available to you subject to the terms and conditions herein, and these terms and conditions will survive and apply even if any limited remedy specified in these terms and conditions is found to have failed its essential purpose.

If any provisions of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

Communication

GatePass uses email to communicate with its users. You hereby authorize and agree that we may communicate with you via email and you consent to receiving and giving any notice required under the Terms of Use or any other agreement with us via email. We will use reasonable efforts to honour any request you may have to opt out from receiving emails, but under no circumstance will we have any liability for sending any email to you. Electronic notices to us should be sent to hello@gatepass.io.

Legal Disputes

We shall make an effort to settle all disputes amicably. Any dispute arising out of this Terms of Use, which cannot be settled, by mutual agreement/negotiation within 1 (one) month shall be referred to arbitration by a single arbitrator at the Lagos Multi-Door Courthouse (“LMDC”) and governed by the Arbitration and Conciliation Act, Cap A10, Laws of the Federal Republic of Nigeria. The arbitrator shall be appointed by both of us (we and you), where both of us are unable to agree on the choice of an arbitrator, the choice of arbitration shall be referred to the LMDC. The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the Arbitration. Venue and seat of the arbitration shall be Lagos, Nigeria and language of arbitration, English.

Governing Law

These Terms of Use shall be interpreted and governed by the laws currently in force in the Federal Republic of Nigeria.