

ABENOL FOUNDATION PVC WAKA PLATFORM STANDARD USER TERMS & CONDITIONS

1. INTRODUCTION AND ACCEPTANCE

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User") and the ABENOL Foundation ("ABENOL", "we", "us", or "our") governing your access to and use of the PVC WAKA web application accessible at [platform URL] (the "Platform"). By accessing or using the Platform, you irrevocably agree to be bound by these Terms. If you do not agree to these Terms in their entirety, you must immediately cease using the Platform.

These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria, including but not limited to the Nigeria Data Protection Act (NDPA) 2023, the Electoral Act 2022, and all subsidiary legislation thereunder.

2. NATURE OF THE PLATFORM AND ABENOL'S LEGAL STATUS

2.1 PVC WAKA is a private civic technology web application developed, operated, and maintained by the ABENOL Foundation, a non-profit advocacy organization registered under Nigerian law.

2.2 ABENOL is a private non-profit organization. The Platform is not an organ, instrumentality, extension, agent, or representative of the Independent National Electoral Commission ("INEC"), the Federal Government of Nigeria, or any state government, ministry, department, or agency.

2.3 Nothing on this Platform constitutes official government information. INEC retains exclusive statutory authority over voter registration, voter card production, issuance, and

all matters governed by the Electoral Act 2022. ABENOL exercises no authority over any such statutory functions.

3. PLATFORM SERVICES

Subject to these Terms, the Platform provides the following civic information services to registered Users:

- Guidance on navigating the Permanent Voter Card (PVC) registration and collection process;
- Location-based mapping of INEC registration and collection centres based on data available to ABENOL;
- Automated PVC status check inquiries based on User-supplied data;
- Civic mobilization information and public awareness resources;
- Access to an AI-assisted FAQ chatbot for first-line support queries.

4. CRITICAL DISCLAIMERS – GOVERNMENT NON-AFFILIATION AND LIMITATIONS OF SERVICE

4.1 No Guarantee of Statutory Outcomes

ABENOL does not, under any circumstances, guarantee, promise, or represent that use of this Platform will result in:

- Successful voter registration under the Electoral Act 2022;
- Production, issuance, or delivery of any Permanent Voter Card;
- Any amendment, correction, or update to the official INEC voter register;
- Recognition of any User by INEC or any electoral body.

All statutory functions described above are exclusively within the jurisdiction and operational control of INEC. ABENOL's role is limited to providing information and facilitation tools.

4.2 Accuracy of Registration Centre Information

ABENOL disclaims all liability, whether direct, indirect, consequential, or incidental, arising from:

- Inaccuracies, outdated data, or errors in INEC registration or collection centre addresses displayed on the Platform;

- Changes in INEC centre operating hours, temporary or permanent closures, relocations, or jurisdictional boundary amendments;
- Discrepancies between data displayed on the Platform and official INEC communications;
- Any loss, expense, or inconvenience suffered by a User who relies on centre information published on this Platform.

Users are strongly advised to independently verify all centre information through official INEC channels prior to travel.

4.3 NIN Verification Disclaimer

Where the Platform conducts automated verification of a User's National Identification Number ("NIN"), such verification is performed solely to confirm platform eligibility. A successful NIN verification on this Platform does not constitute verification, validation, or endorsement by any government body, NIMC, or INEC. ABENOL makes no representation regarding the accuracy or currency of NIN databases at the time of any individual verification.

5. USER ELIGIBILITY AND REGISTRATION

5.1 To register on the Platform, Users must:

- Be a citizen or lawful resident of the Federal Republic of Nigeria;
- Be of sufficient age to hold or apply for a Permanent Voter Card under the Electoral Act 2022;
- Provide accurate, complete, and truthful information during registration, including a valid NIN where requested;
- Possess the legal capacity to enter into binding agreements under Nigerian law.

5.2 By registering, you warrant and represent that all information provided is accurate and that you will promptly update your details if they change. Provision of false information constitutes a material breach of these Terms.

6. CUSTOMER SUPPORT - FAQ CHATBOT AND WHATSAPP ESCALATION

6.1 First-Line Support

The Platform provides an AI-assisted automated FAQ chatbot as the first line of support. Users are required to engage with the chatbot in the first instance before escalating to human support. The chatbot operates within the Platform environment and is subject to these Terms.

6.2 WhatsApp Escalation - Exit from Platform Environment

Where a User's query remains unresolved after chatbot interaction, the Platform provides a link to escalate the query to human support agents via WhatsApp (operated by Meta Platforms, Inc.). Users are explicitly notified of the following:

- Upon clicking the "Escalate to Support" link or any equivalent redirect function, the User exits the PVC WAKA Platform environment and enters the WhatsApp application, which is a separate, third-party platform operated by Meta Platforms, Inc.;
- All communications conducted via WhatsApp are governed exclusively by Meta's Terms of Service and WhatsApp's applicable policies, not by these Terms;
- ABENOL assumes no responsibility or liability for any data shared, stored, processed, or transmitted within WhatsApp;
- ABENOL does not guarantee availability, response times, or outcomes of support interactions conducted via WhatsApp;
- Support agents on WhatsApp are subject to ABENOL's internal protocols but communicate via Meta's infrastructure, which is outside ABENOL's data environment.

Users consent to this transition by choosing to initiate a WhatsApp escalation.

7. ACCEPTABLE USE POLICY

Users must not use the Platform for any of the following purposes:

- Providing false, misleading, or fraudulent personal information;
- Attempting to reverse-engineer, decompile, or tamper with the Platform's technical infrastructure;
- Using automated bots, scripts, or tools to scrape Platform data without ABENOL's written authorization;
- Impersonating another person, INEC official, or ABENOL representative;

- Using the Platform to spread electoral misinformation, political propaganda, or partisan content;
- Any activity that violates the Electoral Act 2022, the Cybercrime (Prohibition, Prevention, Etc.) Act 2015, the NDPA 2023, or any other applicable Nigerian law.

8. INTELLECTUAL PROPERTY

All content, code, design, trademarks, logos, text, and data on the Platform ("ABENOL IP") are the exclusive intellectual property of the ABENOL Foundation. No User acquires any right, title, or licence in the ABENOL IP by using the Platform. Unauthorized reproduction, distribution, or commercial exploitation of any ABENOL IP is strictly prohibited.

9. LIMITATION OF LIABILITY

To the maximum extent permitted under Nigerian law, ABENOL, its directors, officers, employees, consultants, and agents shall not be liable for:

- Any direct, indirect, incidental, special, consequential, or punitive damages arising from use of, or inability to use, the Platform;
- Loss of data, loss of PVC registration opportunity, or any electoral disadvantage suffered by a User;
- Unauthorized access to a User's account resulting from the User's failure to secure their credentials;
- Technical failures, server downtime, or interruptions to service.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless ABENOL and its affiliated persons from and against any claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising from: (a) your use or misuse of the Platform; (b) your violation of these Terms; or (c) your infringement of any third-party rights.

11. TERMINATION OF ACCESS

ABENOL reserves the absolute right to suspend, restrict, or permanently terminate a User's access to the Platform at any time, without prior notice and without liability, in the event of any actual or suspected breach of these Terms, fraudulent conduct, or any use

that ABENOL, at its sole discretion, determines is harmful to the Platform, other users, or the broader civic mission of PVC WAKA.

12. AMENDMENTS

ABENOL reserves the right to amend these Terms at any time. Continued use of the Platform following publication of updated Terms constitutes acceptance of those amendments. Users are encouraged to review these Terms periodically.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed exclusively by the laws of the Federal Republic of Nigeria. Any disputes arising under these Terms shall be resolved through good-faith negotiation in the first instance. Where resolution cannot be reached, the dispute shall be submitted to the jurisdiction of the Federal High Court of Nigeria.

PRIVACY POLICY

This Privacy Policy forms an integral part of these Terms and Conditions and must be read in conjunction with them. It governs ABENOL's collection, processing, storage, and protection of personal data in compliance with the Nigeria Data Protection Act (NDPA) 2023.

14. DATA CONTROLLER INFORMATION

Data Controller: ABENOL Foundation

Contact: Info@abenolfoundation.org

Applicable Law: Nigeria Data Protection Act (NDPA) 2023 and the Nigeria Data Protection Regulation (NDPR) as applicable.

15. PERSONAL DATA COLLECTED

ABENOL collects the following categories of personal data from Standard Users:

- Full name and contact information (email address, phone number);

- National Identification Number (NIN) - collected solely for automated onboarding verification;
- Geolocation data - collected transiently to facilitate mapping of proximate INEC registration centres;
- Platform usage data, session logs, and device information for system integrity and analytics purposes.

16. PURPOSE AND LEGAL BASIS FOR PROCESSING

ABENOL processes personal data on the following legal bases under the NDPA 2023:

- Consent: NIN data is processed exclusively on the basis of explicit, freely given, informed, and unambiguous User consent obtained at the point of registration through a dedicated opt-in mechanism;
- Legitimate Interests: Usage analytics and session data are processed to ensure platform security, performance, and improvement of civic services;
- Legal Obligation: Data may be retained or disclosed where required by applicable Nigerian law, court order, or lawful directive.

17. EXPLICIT CONSENT MECHANISM – NIN VERIFICATION

Prior to processing any User's NIN, ABENOL shall present a clear, standalone consent prompt containing:

- An unambiguous description of the purpose of NIN verification (platform eligibility screening only);
- A statement that NIN data will be encrypted, not shared with third parties without consent, and not retained in clear text;
- A positive opt-in checkbox (pre-unchecked) that the User must actively select to proceed;
- A clear mechanism to withdraw consent, which will result in suspension of NIN-dependent features without penalty to the User's general account.

No NIN verification shall be initiated without affirmative User consent. Consent is separately tracked and logged per User session.

18. DATA SECURITY - ENCRYPTION AND TECHNICAL SAFEGUARDS

ABENOL implements industry-standard security measures to protect all personal data:

- **Data in Transit:** All personal data transmitted between User devices and ABENOL servers is encrypted using SSL/TLS protocols;
- **Data at Rest:** All personal data stored on ABENOL servers, including NIN and VIN data, is encrypted using AES-256 server-side encryption. Under no circumstances is any sensitive identity information retained or stored in unencrypted, clear-text format;
- **Access Controls:** Access to personal data is restricted on a strict need-to-know basis, with role-based access controls governing all administrative access;
- **Incident Response:** ABENOL maintains a data breach notification protocol consistent with NDPA 2023 obligations, including timely notification to the Nigeria Data Protection Commission (NDPC) and affected Users where required.

19. TRANSIENT LOCATION DATA

Where Users enable location services, geolocation data is processed transiently for the sole purpose of displaying proximate INEC centres. Location data is:

- Not stored on ABENOL servers beyond the immediate session in which it is requested;
- Not shared with any third party for advertising, profiling, or commercial purposes;
- Processed only upon User activation of location features within the Platform.

20. DATA RETENTION

ABENOL retains personal data only for as long as is necessary for the purpose for which it was collected or as required by applicable law. NIN data used solely for verification purposes will be deleted or anonymized following successful verification, in accordance with data minimization principles under the NDPA 2023.

21. USER RIGHTS UNDER NDPA 2023

Under the NDPA 2023, Users have the following rights regarding their personal data:

- **Right of Access:** to obtain a copy of personal data held by ABENOL;
- **Right to Rectification:** to correct inaccurate or incomplete data;

- Right to Erasure: to request deletion of data where the legal basis for processing no longer applies;
- Right to Restriction: to restrict processing in certain circumstances;
- Right to Data Portability: to receive data in a structured, commonly used format;
- Right to Object: to object to processing based on legitimate interests;
- Right to Withdraw Consent: to withdraw NIN verification consent at any time.

To exercise any of the above rights, Users may contact ABENOL at Info@abenolfoundation.org. ABENOL will respond within the statutory period prescribed by the NDPA 2023.

22. THIRD-PARTY SERVICES – WHATSAPP

Where a User exits the Platform to use WhatsApp for support escalation, any personal data shared in that environment is processed by Meta Platforms, Inc. under Meta's Privacy Policy. ABENOL is not a data controller or processor for data transmitted via WhatsApp and accepts no responsibility for Meta's data handling practices.

23. NO TELEGRAM INTEGRATION

For the avoidance of doubt, ABENOL does not operate or endorse any Telegram channel, group, or bot in connection with the PVC WAKA Platform. Users should not interact with any Telegram service purporting to represent ABENOL or PVC WAKA.

24. MOBILE APPLICATION SCOPE

The PVC WAKA Platform is a mobile-responsive web application accessible via standard web browsers. ABENOL does not operate a native mobile application on any app store distribution platform (including iOS App Store or Google Play Store). This Privacy Policy applies exclusively to the web-based Platform.

25. CONTACT AND COMPLAINTS

For privacy-related inquiries, data subject requests, or complaints, please contact:

ABENOL Foundation Data Compliance Officer

Email: Info@abenolfoundation.org

26. USER ACKNOWLEDGEMENT AND ACCEPTANCE

BY REGISTERING ON OR CONTINUING TO USE THE PVC WAKA PLATFORM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND PRIVACY POLICY IN THEIR ENTIRETY.

Signed: For Abenol Foundation

Eromosele Adene
Director,
ABENOL Foundation LTD/GTE