

Terms and Conditions for Clé Automated Voting Solution (CAVS)

1. Introduction

1.1 These Terms and Conditions govern the access to and use of the Clé Automated Voting System (CAVS), a digital voting solution provided by Clé Digital Services Limited ("Clé," "we," "us," or "our").

1.2 CAVS enables organisations to conduct elections, polls, decisions, resolutions and other voting exercises through Onsite Electronic Voting, Online Voting, USSD Voting, or a combination of these voting modes.

1.3 By accessing or using CAVS, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

2. Definitions

2.1 "CAVS" or "Platform" refers to the Clé Automated Voting System, including its Onsite Electronic Voting, Online Voting and USSD Voting capabilities.

2.2 "Client" refers to the organisation, institution, association or other entity that engages Clé to provide CAVS for an election or voting exercise.

2.3 "Election Administrator" refers to any person authorised by the Client to administer, coordinate or oversee an election conducted using CAVS.

2.4 "Voter" refers to an individual who has been registered or otherwise authorised to participate in an election conducted using CAVS.

2.5. "Election" refers to any election, poll, decision, resolution or other voting exercise conducted through CAVS.

2.6 "Voting Credentials" refers to any unique code, password, OTP or other authentication information issued or used to enable an eligible Voter to access an Election.

3. Use of the Platform

3.1 CAVS may be used for legitimate Elections authorised by the relevant Client.

3.2 Access to an Election is limited to eligible Voters and authorised Election Administrators as determined by the Client.

3.3 Users must provide accurate information where such information is required for registration, accreditation, authentication or administration of an Election.

3.4 CAVS may support Onsite Electronic Voting, Online Voting, USSD Voting, or a combination of these voting modes depending on the configuration agreed for the relevant Election.

3.5 Users must comply with these Terms and any applicable rules or instructions established for the relevant Election.

4. Election Administration and Responsibilities

4.1 The Client is responsible for defining and approving the rules and parameters of an Election, including voter eligibility, voter registers, candidates or ballot options, voting periods and other Election specific requirements.

4.2 The Client is responsible for ensuring that information supplied to Clé for the configuration and conduct of an Election is accurate, complete and properly authorised.

4.3 Clé shall configure and provide CAVS based on the Election requirements and information approved or supplied by the Client.

4.4 Clé is not responsible for determining voter eligibility, candidate eligibility, ballot options or the substantive rules governing an Election unless expressly agreed otherwise in writing.

4.5 Election Administrators must use their access solely for authorised Election administration and must not interfere with voting processes, manipulate results or compromise the integrity of an Election.

5. Voter Access and Voting Credentials

5.1 Where Voting Credentials are required, Voters are responsible for keeping such credentials secure and must not knowingly disclose or transfer them to another person.

5.2 A Voter must not use another person's Voting Credentials or attempt to vote on behalf of another Voter unless expressly permitted by the applicable Election rules and law.

5.3 CAVS may use authentication mechanisms such as unique voting codes, OTP verification or other security controls depending on the configuration of the relevant Election.

5.4 Clé may restrict or prevent access where there is reasonable evidence of attempted unauthorised access, credential misuse, duplicate voting or activity that may compromise the integrity or security of an Election.

6. Voting and Election Integrity

6.1 CAVS is designed to support secure and anonymised voting, ensuring that a Voter's ballot choice is not disclosed through ordinary Election administration or reporting.

6.2 Voter registration, authentication and participation information may be processed separately where necessary to confirm eligibility, prevent duplicate voting, monitor participation and maintain Election integrity.

6.3 CAVS may maintain secure audit trails relating to system activity and Election administration without compromising the confidentiality of individual ballot choices.

6.4 Votes cast through CAVS are automatically recorded and tallied by the Platform in accordance with the configuration established for the relevant Election.

6.5 Results and reports may be generated through CAVS following the applicable Election process and made available to authorised persons.

6.6 Users must not attempt to manipulate votes, alter results, interfere with voting processes, compromise audit records or otherwise undermine the integrity of an Election.

7. Intellectual Property Rights

7.1 CAVS, including its software, source code, interfaces, designs, documentation, trademarks and related intellectual property, is owned by Clé or its licensors.

7.2 Access to CAVS does not transfer any ownership or intellectual property rights to the Client, Election Administrator or Voter.

7.3 Users may not copy, modify, reproduce, reverse engineer, distribute or create derivative works from CAVS without Clé's prior written consent.

7.4 Election specific information, voter information and other Client supplied data remain subject to the rights of the Client and applicable data protection requirements.

8. Prohibited Activities

8.1 Users must not:

- Gain or attempt to gain unauthorised access to CAVS or another User's Voting Credentials.
- Interfere with, disrupt or compromise the operation or security of CAVS.
- Introduce malicious software, code or other harmful material into the Platform.
- Manipulate or attempt to manipulate votes, voter records, Election configurations, results or reports.
- Use CAVS for fraudulent, unlawful or unauthorised purposes.
- Attempt to circumvent authentication, security or Election integrity controls.
- Reverse engineer, exploit or otherwise misuse the Platform.

9. Service Availability

9.1 Clé shall use reasonable efforts to maintain the availability, security and reliability of CAVS during an Election.

9.2 Service availability may be affected by circumstances beyond Clé's reasonable control, including telecommunications failures, internet disruptions, mobile network interruptions, power outages or other third party infrastructure failures.

9.3 Where an Election uses USSD or other third party communication infrastructure, service availability may also depend on the relevant telecommunications or service provider.

9.4 Specific service levels, technical support arrangements or deployment commitments may be governed by a separate agreement between Clé and the Client.

10. Fees and Payment

10.1 Where CAVS is provided on a paid basis, applicable fees shall be communicated to the Client through a quotation, proposal, invoice, service agreement or other written commercial arrangement.

10.2 The Client shall pay applicable fees in accordance with the payment terms agreed with Clé.

10.3 Any refunds, cancellations or additional charges shall be governed by the applicable written agreement between Clé and the Client.

11. Data Privacy

11.1 Clé processes personal information associated with CAVS in accordance with the Nigeria Data Protection Act 2023, other applicable data protection requirements and the CAVS Privacy Policy.

11.2 Personal information may be processed for purposes including voter registration, authentication, Election administration, security, participation monitoring and the prevention of duplicate or unauthorised voting.

11.3 Voting information shall be handled in accordance with the confidentiality and anonymisation measures applicable to CAVS.

12. Limitation of Liability

12.1 Clé shall use reasonable efforts to provide a secure and reliable voting Platform but does not guarantee that CAVS will operate without interruption or technical error in all circumstances.

12.2 To the extent permitted by applicable law, Clé shall not be liable for indirect, incidental or consequential damages arising from the use of CAVS.

12.3 Clé shall not be responsible for losses or disputes resulting from inaccurate voter information, Election rules, ballot information or other data supplied or approved by the Client.

12.4 Clé shall not be responsible for service interruptions or failures caused by telecommunications providers, internet service providers, power failures or other circumstances beyond Clé's reasonable control.

12.5 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.

13. Suspension and Termination

13.1 Clé may suspend or restrict access to CAVS where necessary to address a security threat, suspected misuse, unauthorised access or activity that may compromise the integrity of the Platform or an Election.

13.2 Clé may terminate access where there is a material violation of these Terms or the applicable agreement with the Client.

13.3 Client specific termination rights and obligations may be governed by the relevant service agreement or other written agreement with Clé.

14. Governing Law and Dispute Resolution

14.1 These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

14.2 Any dispute arising from the use of CAVS should first be addressed through good faith negotiation between the relevant parties.

14.3 Where a dispute cannot be resolved through negotiation, it may be referred to arbitration in Lagos, Nigeria, in accordance with applicable Nigerian law, subject to any dispute resolution provisions contained in the relevant agreement between Clé and the Client.

15. Changes to these Terms

15.1 Clé may update these Terms from time to time to reflect changes to CAVS, applicable laws, regulatory requirements or business operations.

15.2 Where material changes are made, Clé may notify affected Users through the Platform, website, email or other appropriate communication channels.

15.3 Continued use of CAVS after updating Terms to take effect constitutes acceptance of the revised Terms.

16. Contact Information

For enquiries, support or concerns regarding CAVS, please contact:

- **Email: support@cle.ng**
- **Phone: +234 81 111 14801**
- **Address: 2 Abebe Village Road, Iganmu, Lagos, Nigeria.**

By accessing or using CAVS, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.