

## TERMS AND CONDITIONS

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### **Terms and Conditions**

Please read these Terms and Conditions (“Terms”) carefully before using the Traffic Management Solutions (TMS) website and mobile application (“The TMS Platforms”)

These Terms govern your use of our service. Your access to and use of the TMS Platforms are conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the TMS Platforms.

**By accessing or using the TMS Platforms, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the TMS Platforms**

### **No Warranties**

The TMS Platforms contain all you need to know about the Traffic Management Solutions. Both platforms allow traffic offenders to view picture and video evidence of their traffic violation(s) by searching with either violation number, ticket number or vehicle (with chassis) number, after the violation has been processed. By using the TMS platforms, traffic offenders can also make payment for their violation(s) fine, challenge violation(s), read / download excerpts of the 2018 Lagos State Transport Sector Reform Law, keep up with TMS activities by reading the latest news, learn more about the different traffic offences by watching videos and contact the TMS team should the need arise.

There are no express or implied warranty or guarantee in relation to the TMS Platforms as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the platforms for any particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### **Copyrights, Trademarks & Licenses**

The TMS platforms contain materials which are owned by or licensed to us. Reproduction of these materials is prohibited other than in accordance with the copyright notice, which forms part of these Terms.

All trademarks reproduced on the TMS Platforms, which are not the property of, or licensed to us, are hereby acknowledged.

### **Acceptable Use**

The TMS platforms must not be used in any way that causes, or may cause, damage to the platforms or impairment of their availability or accessibility in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

The TMS platforms must not be used to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan, or other malicious computer software. You must not conduct any systematic or automated data collection activities on or in relation to the TMS Platforms without our express written consent. E.g. scraping, data mining, data extraction, data harvesting.

The TMS Platforms or any part thereof must not be used to transmit or send unsolicited commercial communications, nor must it be used for any purposes related to marketing without our express written consent.

### **Use of Information**

Your use of any information or materials on the TMS Platforms is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any information available through the TMS Platforms meet your specific requirements.

### **Links to Other Websites**

Our Service may contain links to third-party websites or services that are not owned or controlled us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

### **Restricted Access**

You are required to keep your user ID and other login credentials confidential. You alone are responsible for your password and user ID security. We may disable your user ID and password at our sole discretion without notice or explanation.

### **Limitations of Liability**

We shall not be liable to you (whether under the law of contract, law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- a. to the extent that the Website is provided free-of-charge, for any direct loss; or
- b. for any indirect, special or consequential loss.

These limitations of liability apply even if we have been expressly advised of the potential loss.

### **Unauthorized Use of the TMS Platforms**

Any malicious use of the TMS Platforms outside the scope or in breach of these Terms may give rise to a claim for damages and/or be a criminal offence.

### **Other Parties**

You agree that you will not bring any claim personally against our Officers, employees, agents, subsidiaries, affiliates, successors, assigns and sub-contractors in respect of any losses you suffer in connection with the TMS Platforms.

### **Unenforceable Provisions**

If any provision of the Terms of the TMS Platform is found to be unenforceable under any applicable law, other provisions of the Terms will remain enforceable.

### **Breach of Terms**

Without prejudice to other rights under these Terms, if you breach these Terms in any way, we may take such appropriate action(s) to deal with the breach, including suspending or prohibiting your access to the TMS Platforms, blocking computers using your IP address from accessing the TMS Platforms, contacting your Internet service provider to request that they block your access to any of the TMS Platforms and/or bringing court proceedings against you.

### **Variation**

We reserve the right, at our sole discretion, to revise, modify or replace these Terms from time-to-time. Revised terms will apply to the use of the TMS platforms from the date of the publication of the revised terms on same.

### **Assignment**

We may transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

### **Entire Agreement**

These Terms together with our privacy policy constitute our entire agreement with you in relation to your use of the TMS Platforms, and supersedes all previous agreements in respect of your use of same.

### **Governing Law**

Your use of the TMS Platforms will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and any dispute arising out of such use is subject to the exclusive jurisdiction of the Courts.

## **Contact Us**

If you have any questions about these Terms, please contact us.

By email: [tmssupport@lagosstate.gov.ng](mailto:tmssupport@lagosstate.gov.ng)

Call us: 07000 TRAFFIC (07000 8723342)