



# TERMS OF USE

[www.yesornolive.com](http://www.yesornolive.com)



# Terms of Use

Welcome to [YesOrNoLive.com](https://YesOrNoLive.com). Thanks for either visiting our site or registering as a predictor. The YesOrNoLive.com website and platform (“YesOrNoLive” or “YesOrNo” or the “website”) which include all of the information, content, features and code contained within it are owned and operated by Inventrica Multimedia Limited (“Inventrica”), a corporate entity duly registered in Nigeria as a limited liability company and having its registered office at 71 Opebi Road, Ikeja, Lagos, Nigeria.

## 1. General

a.) These Terms govern your use of the Site and form a binding contractual agreement between you (the user of the Site) and Inventrica Multimedia Limited. b.) You warrant that you are at least 18 years of age and are legally capable of entering into binding contracts. By completing the registration process and using the Services, or by accessing or otherwise using the Site, you agree to be bound by these Terms. c.) If you do not agree to these Terms, you may not access or otherwise use the Site and the Services. Inventrica reserves the right to refuse, suspend or terminate access, at its sole discretion.

## 2. Your Acceptance

By registering on YesOrNoLive.com, you are agreeing to these terms. Please read them carefully.

Also, by using or otherwise accessing the services (“services”) offered by YesOrNoLive.com, or clicking to accept or agree to these Terms of Use (the “Terms”) where that option is made available, you (1) accept and agree to these Terms and our additional posted policies and (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy](#).

## 3. Scope of Services

[YesOrNoLive.COM](https://YesOrNoLive.COM) (or “YESorNolive” or “YESorNo”) is a news prediction portal. Predictions made by registered users are expected to anticipate the outcomes of news stories in subject areas such as [Entertainment & Lifestyle](#), [Sports](#), [Politics](#), [Business & Economy](#) and [General](#) topics. In other words, a registered user predicts YES or NO on the outcome (in the near future) of a specific event and could either win or lose on the side of such prediction, based on eventual outcome of the event.

Winners of a prediction share from the stakes of losers (less operating and regulatory costs) and the volume of winnings accruing to each winner depends on the total amount being shared and the total number of winners.

Essentially all games or events on [YesOrNoLive.com](http://YesOrNoLive.com) are based on media/news reports. All games or events have been 'pulled' from the News.

Most of the content and news stories on [YesorNoLive.COM](http://YesorNoLive.COM) are based on publicly-available information, gathered from various mass media channels. These include information contained in external links. We are under no obligation to monitor the truthfulness, accuracy or reliability of information contained in external links. As such, Inventrica will not be liable for any content, based on publicly-available information or quoted/and or recorded from mass media channels. All Content is provided on an "as is" and "as available" basis, without any warranties or conditions of any kind either express or implied.

Inventrica reserves the right to amend, cancel, reclaim, reject or refuse any event or publication on [YesOrNoLive.com](http://YesOrNoLive.com), at its own discretion.

#### **4. Using our Services**

Using our services does not give you ownership of any intellectual property rights in our services or the content you access. You may not use content from our site (or any of its extension), except you have obtained permission from the site owner or are otherwise permitted by law.

In connection with your use of our services, we may send you service announcements, administrative messages and other information.

We are constantly changing and improving our services. We may add or remove functionalities or features and we may stop or suspend a service altogether. When there is a change in our services, we shall communicate with you, to let you know.

You can stop using our services at any time, although we will be sorry to see you go.

Our services are available on mobile devices. Do not use such services in a way that distracts you and prevents you from obeying traffic or safety laws.

*You agree that you will not (directly or indirectly):*

- a.) use the Website (including the comments sections), YesOrNoLive's twitter page, or YesOrNoLive's Facebook page to make false or defamatory statements about, or to threaten, harass, abuse or invade the privacy of, any Users or Inventrica's staff; or to otherwise send or disseminate offensive, obscene or objectionable material;
- b.) use the Website (including the comments sections), YesOrNoLive's twitter page, or YesOrNoLive's Facebook page to advertise goods, services or websites without our permission, or send or disseminate "spam", "junk mail", "chain letters" or any kind of malicious software such as "viruses" or "spyware"; or

- c.) use the Website (including the comments sections), YesOrNoLive's twitter page, or YesOrNoLive's Facebook page to gather or aggregate personal information about other Users;
- d.) Use any manual or automated software, devices or other processes to engage in automated prediction activity, to scrape or extract data from the Website, or otherwise to "crawl" or "spider" any portion of the Website;
- e.) use the Website (including the comments sections) or any data or content contained in it for any commercial purpose, or any use other than its intended use as a way to participate in the Services offered;
- f.) post any communication that you falsely attribute to having come from YesOrNoLive.

*Opening a User Account:*

- i.) To use certain parts of the Website, you will need to have a User Account.
- ii.) To open a User Account, you will need to complete the online application process set out on the Website, ensuring that all the information you provide to us (through the Website or otherwise) is and continues to be complete and accurate. Whether we accept your application for a User Account is entirely up to us. YesorNoLive and Inventrica are mindful of your privacy concerns and committed to maintaining the highest possible standards of privacy when handling your personal information. You may read our [Privacy Policy](#).
- iii.) By applying for a User Account, you represent, warrant and undertake to us that you: a. are 18 years of age or older; b. do not already have (and will, at no time while you have the User Account for which you are applying, have) a User Account, whether directly or indirectly (including through any company or other legal entity which you directly or indirectly control); c. have not previously had a User Account that has since been cancelled by us; d. are (and will at all times be) acting solely for yourself and not on behalf of any other individual, company or other legal entity; and e. will abide by these Terms of Use, including each set of Rules. f. may not do anything which might result in you breaching any of these representations, warranties and undertakings. g. will comply with all laws in the jurisdiction in which Inventrica is or you are present; h. will at all times provide us with truthful and accurate information, including without limitation as to personal, billing and account and profile information that you provide.
- iv.) You agree that you will keep your password secret and secure at all times and that you will not (intentionally or otherwise) allow anyone else to use the Website through your User Account. You agree that you (and in no event, We) are solely liable for any activity occurring through your User Account.

### *Site/Platform Availability:*

Although we will attempt to provide continuous site availability to you, we do not guarantee that the site will always be available, work or be accessible at any particular time. We make no uptime guarantees

## **5. Outcomes of Predictions and Determination of Winners and Losers**

While each event has a deadline (or end date) for predictions to end, this does not mean the outcome of that event or prediction will be known on that day. The date mentioned on the event only serves to let predictors know when the doors are closed for predictions on that event.

Usually, the eventual outcome of a predicted event is based on its outcome as published or broadcast by the mass media. Outcomes are always available in the public domain and immediately they are made available, our validators ensure such outcomes are also decided at YesOrNoLive. Winners get paid into their wallets within 24 to 48 hours after outcomes have been decided. Winners and losers get notified of their status, after the outcome of each prediction has been determined.

Inventrica shall not be liable for any outcome pertaining to any prediction on YesOrNoLive.

## **6. Winnings, Funds, Transfers, Fees, Payments & Refunds**

Every time you offer to fund your wallet and place a stake on the outcome of an event at YesOrNoLive, you are doing so in Nigeria, pursuant to these Terms and Conditions and we are accepting that offer in Nigeria.

Cash won will be shared in proportion between the player, YesorNoLive and all stakeholders, in accordance with regulatory requirements of the National Lottery Regulatory Commission.

We will only make winning payments and withdrawals directly to your wallet and, unless otherwise agreed, only to the address or bank account nominated by you in your account profile. We will not be responsible for you not receiving your funds, if you have provided an incorrect bank account number or address or other details which affect payment.

Except where otherwise specified, we reserve the right to pass on to you any fees, costs, charges, taxes, imposts, levies or duties we incur in transferring funds to you from your Account. You are responsible for all exchange rate fluctuations and we are not liable for any loss or costs you may incur as a result thereof.

Payment to you can be made by Electronic Bank Transfer. We will transfer funds to your bank account, as specified by you. You will be responsible for any charges applicable to a transfer to your nominated account. Bank transfers usually take from 24 to 48 hours, depending on the location of your bank.

We will not be liable for any delayed or lost mail nor will we be liable if you do not receive your withdrawn funds as a result of any incorrect information provided by you to us.

We reserve the right to place a “Stop payment” on any cheque issued to you or to temporarily block your Account, if we consider that payment of such cheque or continuance of such Account is illegal or constitutes an offence.

We further reserve the right to withhold payments of any nature and to nullify a user’s winnings, if the user’s registration details are false, or misleading, or if the user is unable to verify their identity by meeting our identification verification requirements, as stipulated.

All financial transactions on YesOrNoLive, including the funding of users’ wallets, withdrawal of funds and payment of winnings are done through [Paystack](#), a payment processor (or “third party payment service”). All payments through third party payment service providers are subject to their respective terms of service.

Users can only transfer up to 1,100 Naira and above, into their bank accounts, from their wallets. A user may not be able to transfer funds, if wallet balance is below 1,100 naira. Please note that fees which accrue to third party payment services are applied and deducted during funds withdrawal/transfer.

If the outcome of an event which has been published and is open for prediction on YesOrNoLive is eventually postponed or the event is deemed to not take place as previously planned, due to publishing errors, or circumstances, or the action or inaction of (one, some, or all of) the key public players involved, or legal action or force majeure, the event may be cancelled on YesOrNoLive.com and the stakes (“amount which predictors have paid to back their positions of YES or NO”) of users are refunded into the users’ wallets. Users are notified of the cancellation.

Inventrica shall not be liable for any cancellation of published events, inasmuch stakes are refunded to users.

## **7. Electronic Communications**

The communications between you and Inventrica use electronic means, whether you visit the Platform or send Inventrica e-mails, or whether Inventrica posts notices on the Platform or communicates with you via e-mail or telephone. For contractual purposes, you (1) consent to receive communications from Inventrica in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Inventrica provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

## **8. Force Majeure**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts

of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

## **9. Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement or any other agreement you may have with Inventrica are deemed to conflict with each other's operation, you agree that Inventrica shall have the sole right to elect which provision remains in force.

## **10. Amendments**

Inventrica may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform.

## **11. Liability**

i.) Notwithstanding anything else in these Terms of Use and to the extent permitted by law, neither Inventrica nor any of its respective shareholders, directors, officers, employees, contractors or advisers (each a "Relevant Person") will be liable for:

a.) any loss or damage arising, in whole or in part: A.) as result of a user failing to comply with these Terms of Use or any law or right held by a third party; or B.) in connection with a change in services provided by a third party (or a change in the terms on which those services are provided) that affects our ability to operate or maintain the Website; or C.) as a result of our tortious default (including negligence);

or

b.) any indirect or consequential loss or damage, or any loss of profits or savings or other economic loss (whether realized, unrealized, anticipated or expected), arising in connection with the Website or these Terms of Use;

## **12. Indemnity**

Where you breach these Terms of Use or any law or regulation relating to the Website or its use, to the extent that Inventrica or its assigns suffer or incur any loss, cost, expense or liability as a result ("Loss"), you agree to keep Inventrica (and its assigns) indemnified and held harmless at all times, against that Loss.

### **13. About these Terms**

Inventrica may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. Inventrica will post notice of modifications to these terms on this page. Inventrica will post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than seven (7) days after they are posted. However, changes addressing new functions or features or service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a service, you should discontinue your use of that service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between YesOrNoLive/Inventrica and you. They do not create any third party beneficiary rights.

If a user does not comply with these terms, and Inventrica does not take action right away, this does not mean that Inventrica is giving up any rights that it may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

### **14. Arbitration**

#### *Initial Dispute Resolution:*

Our Customer Support Department is available at [customerservice@yesornolive.com](mailto:customerservice@yesornolive.com) to address any concerns you may have regarding the Service or site. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

#### *Binding Arbitration:*

If the parties do not reach an agreed upon solution within a period of 30 days from the time of informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by a court of law in Nigeria.

The laws of Nigeria will apply to any disputes arising out of or relating to these terms or services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Nigeria and you and Inventrica consent to personal jurisdiction in those courts.