



# Rivahlax Terms

## Legal & Notices

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**Effective from 18 February 2023**

### Introduction

All of the items in these Terms and Conditions (the “Terms”, "Terms of Use" or “Terms of Service”) shall apply to all Rivahlax properties, its subsidiaries, divisions and affiliates. This document is established by Rivahlax Ltd ("Rivahlax") and all of Rivahlax services are currently provided by:

Rivahlax Ltd (RC1606183)

Registered under the CAMA (Companies and Allied Matters Act) laws of the Federal Republic of Nigeria through Rivers State

P.O. Box 7114 Trans-Amadi,  
Port-Harcourt,  
Nigeria. (501102)

### Your relationship with Rivahlax

These terms help define the relationship between you and Rivahlax. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how our business works and how we earn money. When we speak of 'Rivahlax', 'we', 'us' and 'our', we mean Rivahlax Ltd and its affiliates. When we speak of 'You', we mean anyone who uses any of our properties.

## **Agreement to these Terms**

UNDERSTAND THAT BY USING ANY OF OUR PROPERTIES, YOU UNDERSTAND IN FULL EVERYTHING WRITTEN IN THESE TERMS AND AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

## **Rivahlax Services**

### **Rivahlax Account & Security**

Rivahlax Accounts created by Rivahlax on behalf of a user by virtue of a successful registration shall be managed by the Rivahlax. You shall be responsible for keeping all confidential details about yourself as including your password confidential. You shall also notify Rivahlax if there is a breach of your account immediately you notice it.

You may also under no circumstances try to use another person's email and password to gain entry into their account. Rivahlax cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Using Rivahlax on Behalf of an Organisation**

Many organisations, such as businesses, non-profits and schools, take advantage of our services. To use our services on behalf of an organization. All such representatives of such organisations still agree to these terms and shall also endeavor to comply with the additional rules their organization provides.

## **Content in Rivahlax**

### **Your content**

Some of our services may give you the opportunity to make your content publicly available – for example, when you upload a picture or a document.

You maintain your intellectual property rights to such content at all times. If you think that someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action.

## **Our Content**

Most of the content you will see on any Rivahlax property belong to us and are our own intellectual property. All visible content contained on any of our property is controlled or licensed by or to Rivahlax, and is protected by copyright, patent and trademark laws, and also various other intellectual property rights and unfair competition laws. Do not remove, obscure or alter any of our branding, logos or legal notices. If you want to use our branding or logos, please kindly request permission from us.

We also reserve the right to change any of such content that belong to us as we like and see fit. As long as it is our own intellectual property.

## **Other Content**

Rivahlax may also have properties belonging to other companies on the site for the purpose of aiding to advertise our services. You agree that these properties shall be the sole belongings of their original companies and shall have all their terms of use applied to them, shall not be modified in anyway by Rivahlax and may not also be used by you in any manner which negates the terms of use of the original company.

## **Software Provided by Rivahlax**

When Rivahlax provides any software service for your use, whether downloadable or non-downloadable, we shall provide separate terms or an end-user agreement that governs the use of such software. They are highly important and shall be your sole responsibility to read and understand these additional terms. However, notifying you of the existing of such terms shall be our sole responsibility.

For example, our Tixa products and services are governed by the Tixa End-User License Agreement while any software developed for you by us is governed by the Intellectual Property Rights Holder Agreement.

## **Request for Projects or Services**

You shall be required to use the site to request for any Rivahlax product or service and you shall be subject to follow the outlined procedure.

# Problems and other disputes

## Disclaimers

Rivahlax shall always strive to ensure our services are provided exactly as we have said they will be provided. However, as is common with all promises, you understand that there may be certain circumstances that will prevent us from being able to keep our promise. This applies to any damages, liability or injuries that may be caused by any failure of performance on our part.

You shall also know that we may include mini-versions of certain disclaimers on different products or services in order to help you get an insight as to what to expect.

Rivahlax reserves the right to do any of the following, at any time, without notice to suspend or terminate the operation of or access to any of our properties, for any reason.

## Disclosure of Information to Authorities

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of any of our products or services.

We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request.

We also may disclose your information when we determine that an applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

## Violation of Terms

You agree that we may, in our sole discretion and without prior notice, terminate your access to the any of our property if we, deem that you have gone against the wordings of these terms. When we do so, we shall send you a notice explaining to you why we have taken such action.

You also agree that some of our products or services may have their own unique terms, or set of instructions to follow when you use them, and that violating them could also lead to us terminating your use.

## **Removing your Content**

You agree that we may, in our sole discretion and with prior notice, we may remove that we find to (1) violate our terms, (2) violate any applicable governing law or (3) could harm us, you or our other users. Examples include any type of pornography, content that facilitates human trafficking or harassment, money laundering, terrorist content and content that infringes someone else's intellectual property rights.

## **Settling disputes, governing law and courts**

We hope that we never have a dispute, but if we do, you agree to try for 60 days to resolve it informally. If we cannot, you and we agree to waive your rights to go to court or sue and agree to binding individual arbitration through the Arbitration and Conciliation Act 1988 (ACA) (Cap A18 Laws of the Federation of Nigeria 2004). The Nigerian law will govern all disputes that arise due to these terms or any of our additional terms.

To the extent that your local law in the place where you reside in prevents certain disputes from being resolved in a Nigerian court, then you can file those disputes in your local courts. Also, if your local law prevents your local court from using the Nigerian law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, region or other place of residence.

Regardless of the dispute, you also agree that no matter the issue, any settlement may not exceed NGN250,000 or 125% of any fee paid to us (if subject matter in dispute is monetary).

## **Information Management**

### **Privacy**

Our Privacy Policy applies to use of any of our properties, and its terms are made a part of these Terms by this reference. You can see our privacy policy here to know how we collect, use and manage data you provide to us.

Additionally, by using any our property, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to us by any means may be read or intercepted by others, even if there is a special notice that a

particular transmission (for example, credit card information) is encrypted. Regardless, we shall always do our best to maintain absolute privacy.

## **Feedback**

Any feedback you provide at this site shall be deemed shall be non-confidential and we shall be free to use such information on an unrestricted basis. Feedback helps us grow and improve our services therefore, it is important the provider can be deemed to be real.

For optimal integrity, we may also decide to use independent review aggregators to collect reviews for our products or services. When we do so, we shall from our end, provide accurate directions towards such service providers for you to provide your feedback.

## **Modifications**

Rivahlax reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time without prior notice to you. It is your sole responsibility to check for changes to these terms. Also, note that your continued use of the Site following the posting of changes shall mean that you accept and agree to the changes. As long as you comply with these Terms, Rivahlax grants you a personal, non-exclusive, non-transferable, limited privilege to any our properties.

Rivahlax Ltd, P.O. Box 7114, Trans-Amadi, RI, Nigeria.