



# Rivahlax Terms

## Legal & Notices

---

Updated 19 September 2024

### Introduction

This is the Rivahlax site. This document is provided by Rivahlax Ltd ("Rivahlax") where all of these Terms ("Terms and Conditions", "Terms of Use" or "Terms of Service") shall apply to the Rivahlax website or any other website that is linked to it, its subsidiaries or affiliates, including all the Rivahlax sites around the world (collectively, the "Site").

### Your relationship with Rivahlax

These terms help govern your use of the site and help to 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 having to agree to these terms.

### Agreement to these Terms

UNDERSTAND THAT BY SIMPLY VISITING OR CONTINUING TO STAY ON THE SITE, YOU CONSENT THAT 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 Account**

## **Creation & Management**

Rivahlax Accounts created by Rivahlax on behalf of a user by virtue of a successful registration shall be managed in full by the user. You shall be responsible for keeping all confidential details about yourself secure, including your password and one-time tokens. You shall also be completely and fully responsible for what you choose to do with the account. Rivahlax cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations or as a result of your actions.

As long as you were permitted to create an account with the age you provided upon registration, you have already met the minimum age requirement to own a Rivahlax Account.

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

Many organisations, such as businesses or non-profits, 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 endeavour to comply with the additional rules their organisation may provide.

# **Content in Rivahlax**

## **Our Content**

All of the content you see on the site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Rivahlax or our partners. 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. You shall require an explicitly written permission to our content elsewhere where such permission is not already granted.

## Your content

Some of our services may require or provide you with 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 may send us a notice of the infringement and we'll take the appropriate action.

## Other Content

Rivahlax may also have properties belonging to other companies on the site for the purpose of aiding to advertise or deliver 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 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. These additional terms are highly important and it 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 application is governed by the **Tixa End-User License Agreement** while any software developed for you by us is governed by the **Intellectual Rights Agreement**. For every software we provide that is under our full administrative rights, we shall indicate the additional terms for its use. You also consent that you agree to those terms if you proceed to use such software.

# **Disclaimers & Liability**

## **Disclaimer of Warranties**

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.

RIV AHLAX DEFINITELY DOES NOT PROMISE THAT ANY PORTION OF THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF ANY OF OUR SITES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ALL AND THEIR CONTENTS ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. RIV AHLAX CANNOT GUARANTEE THAT ANYTHING YOU DOWNLOAD FROM ANY OF THE SITE, OR FROM OUR SERVERS, WILL BE FREE FROM VIRUSES, CONTAMINATION OR ANY DESTRUCTIVE FEATURES. YOU ASSUME TOTAL AND FULL RESPONSIBILITY FOR THE SITE AND CONSENT THAT YOU UNDERSTAND THAT YOU ARE DOING THIS AT YOUR OWN RISK. RIV AHLAX HEREBY FIRMLY AND FULLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RIV AHLAX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

## **Disclosure of Information to Authorities**

We shall disclose any information that is deemed necessary by the relevant authorities to comply with any applicable law, regulation, legal process or governmental request that is backed by law - like in the case of being issued a court order or legal warrant. We shall endeavour to relay such requests to you through immediately we get them from the authorities before disclosing said information.

## **Applicable law and disputes**

By using the site, you agree that the laws of the Federal Republic of Nigeria, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Rivahlax.

We hope that we never have a dispute relating to your visit to the site, but if we do, you agree to try for thirty (30) days to resolve it informally. If we cannot, you agree to waive your rights to go to court or sue, and agree to a 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. All disputes are to be filed within one (1) year from the date of the cause of action, otherwise you agree that such claim from the cause of action is rendered invalid.

## **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.

### **Feedback, comments or reviews**

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 is be deemed to be a real person.

## **Materials provided to Rivahlax**

When we need any information from you, we will explicitly ask and provide a reason as to why we require it. By providing any information, you grant us and our affiliated companies the explicit rights, privileges and an irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information.

## **Unsolicited Ideas Policy**

Rivahlax or any of our employees do not accept unsolicited ideas from the public. These ideas can cover from any range of creative work, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. If you choose to ignore this policy and go ahead to provide us with original creative ideas despite our request that you DO NOT, it is important to know that these ideas will not be treated as confidential or your intellectual property.

## **Policies, Severability & Modifications**

### **Standing policy on 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 rights and the limited privilege to use any of our properties.

## **Removing your Content**

You agree that we may, in our sole discretion and with prior notice, remove content from you 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.

## **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 contents of these terms. When we do so, we shall send you a notice explaining to you why we have taken such action.

## **Service Provider**

Rivahlax Ltd (registration number: RC1606183) is registered entity under the CAMA Act (Companies and Allied Matters Act) laws of the Federal Republic of Nigeria, for which you are being provided all of the services as you use the site.

Rivahlax Ltd  
P.O. Box 7114 Trans-Amadi,  
Port-Harcourt, NG. 501102  
<https://www.rivahlax.com/>