#### **TERMS & CONDITIONS**

### **GENERAL TERMS**

By accessing and placing an order with Ringroad Network Services, you confirm that you are in Agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any Ringroad Network Services platforms.

Under no circumstance shall Ringroad Network Services teams be liable for any direct, indirect, special, incidental or consequential damage, including, but not limited to loss of data or profit arising out of the use or the inability to use, the material on this site, even if Ringroad Network Services Teams or an authority representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for service, repair or correction of equipment or data, you assume any cost thereof.

Ringroad Network Services will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

#### **LICENSE**

Ringroad Network Services grants you a revocable non-exclusive, no-restorable, Limited License to download installs, and use the Platform resource materials strictly in accordance with the terms of this Agreement. These Terms and Conditions are a contract between you and Ringroad Network Services (Referred to in these terms & conditions as Ringroad Network Services, "we", "our", or "us"), the service Provider of the Ringroad Network Services website and the service accessible from the Ringroad Network Services website (which is collectively referred to in these Terms & Conditions as the Ringroad Network Services Service")

You are agreeing to be bound by these Terms & Conditions, if you do not agree to these Terms & Conditions, please do not use the service. In these Terms & Conditions, "you "refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions

#### **DEFINITIONS AND KEY TERMS**

#### For this Terms and Conditions

- Cookies: Small amount of data generated by a website and saved by your web browser, it is used to identify your browser, provide analytics, remember information about you such as your language preference or log in information.
- Company when this policy mentions "company", 'we", "us" or "our". It refers to Ringroad Network Services, no 12 Aimure Avenue, off Ihama Road, Benin City, Edo State, Nigeria, that is responsible for your information under this privacy policy.
- Country: Where Ringroad Network Services or the owners/founders of Ringroad Network Services are based, in this case is Nigeria.
- Customer: Refers to the company, organization or persons that signs up to use the platform or the Ringroad Network Services to manage the relationship with your consumers or service users.
- ❖ Device: Any internet connected device such as a phone, tablet, computer or any other device that can be used to visit the Ringroad Network Services website and use the service.
- ❖ IP Address: Every device connected to the internet is assigned a number known as an internet Protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the internet.
- Personal: Refers to those individuals who are employed by Ringroad Network Services or are under contract to perform a service on behalf of one of the parties or in connection with other information including personal identification number, allows for the identification of a natural person.
- Service: Refers to the service provided by Ringroad Network Services as described in the relative terms (if available) and on this platform.
- Third-Party Service: Refers to advertisers, contest sponsors promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

- Website: Ringroad Network Services website, which can be accessed via this URL:http://ringroadnetwork.com
- You: A person or entity that is registered with Ringroad Network Services to use the services.

## **RESTRICTIONS**

You agree not to, and you will not permit others to:

- License, sell rent lease, assign, distribute, transmit, host outsource, disclose or otherwise commercially exploit the service or make the platform available to any third party.
- Modify Make derivative work of disassemble, decrypt, reverse, compile or reverse engineer any part of the services.
- Remover, after or obscure any proprietary notice (including any notice of copy right or trademark) of or its affiliates, partners supplier or the licensors of the services.

## **Return and Refund Policy**

Thanks for Partnering with us. We appreciate the fact that you like to build a partnership with us, we also want to make sure you have a rewarding experience while you are exploring evaluating and purchasing our products.

As with any shopping experiences there are terms and conditions that apply to transactions and our company. We will be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase from us, you agree to the terms along with our privacy policy.

If for any reason, you are not completely satisfied with any good as service that we provide, don't hesitate to contact us and we will discuss any of the issues you are going through with our product.

### **Your Suggestions**

Any feedbacks, comments, ideas, Improvements or suggestions (collectively, "suggestions") provided by you to us with respect to our services shall remain the sole and exclusive property of us. We shall be free to use, copy, modify, publish or redistribute the suggestions for any such purpose and in any way without any credit or any compensation to you.

### **Your Consent**

We've updated our terms and conditions to provide you with complete transparency into what are being set when you visit our site and how it's being used. By using our services, registering an account, or making a purchase you hereby consent to our terms and conditions.

## **Links to Other Website**

Our services may contain links to other websites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the terms and conditions of every site you visit. We have no control over and assume no responsibility for the content, terms and conditions or practices of any third party sites or services.

#### **Cookies**

We use "cookies" to identify the areas of our website that you have visited. A cookie is a small piece or data stored on your computer or mobile device by your web browser. We use cookie to enhance performance and functionality of our services but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit our platform as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access functionality on our web site correctly or at all. We never place personally identifiable information in cookies.

#### **Changes to Our Terms and Conditions**

You acknowledge and agree that we may stop (permanently or temporarily) providing the services (or any features within the service) to you or to users generally at our sole discretion, without prior notice to you. You may stop using the service (at any time) you do not need to specifically inform us when you stop using the service. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the service, your account details or any files or other materials which is contained in your account. If we decide to change our Terms and Conditions we will post those changes on this page, and or update the terms and conditions modification date below.

### **Modifications to Our Services**

We reserve the right to modify, suspend or discontinue temporarily or permanently, the services or any service to which it connects, with or without notice and without liability to you.

## **Updates to Our Services**

We may from time to time provide enhancements or improvements to the features/functionality of service, which may include patches, bugs, fixes, update, upgrades and other modifications ("updates"). Updates may modify or delete certain features and or functionalities of the service. You agree that we have no obligation to

- (i) Provide any update or
- (ii) Continue to provide or enable any particular features and or functionalities of the service to you.

# You further agree that all update will be

- (i) Deemed to constitute an integral part of the service, and
- (ii) Subject to the terms and conditions of this Agreement

# **Third-Party Services**

We may display, include or make available third party content (including data, information, applications and other products services) or provide links to third-party websites or services("Third-party services"). You acknowledge and agreed that we shall not be responsible for any third party services, including their accuracy, completeness

timeliness, validity, copyright compliance, legality, decency quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any third-party services. Third-party services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third-parties terms and conditions.

## **Term and Termination 1**

This Agreement shall remain in effect until terminated by your or us, we may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from us in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the service and all copies thereof from your device. Upon termination of this Agreement, you shall cease all use of this service and delete all copies of the service from you system. Termination of this Agreement will not limit any of our rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## **Term and termination 2**

If you are a copyright owner or such owner's agent and believe any material from us constitutes an infringement on your copyright, please contact us setting forth the following information:

- (a) A physical or electronic signature of the copyright owner or a person authorized to act on his behalf
- (b) Identification of the material that is claimed to be infringing;
- (c) Your contact information, including your address, telephone number and an email.
- (d) A statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury you are authorized to act on behalf of the owner.

#### **Indemnification**

You agree to indemnify and hold us and our parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand including reasonable attorney's fees, due to or arising out of your.

- a) Use of the service
- b) Violation of this agreement or any law or regulations
- c) Violation of any right of a third party

## **No Warranties**

The service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, we, on our own behalf and on behalf of our affiliates and our respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the service including all implied warranties of merchantability, fitness for а particular purpose, title non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind that the service will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any error or defects can or will be corrected.

Without limiting the foregoing, neither us nor any provider makes any representation or warranty of any kind, express or implied:

- i) As to the operation or availability of the service, or the information, content, and materials or products included thereon;
- ii) That the service will be uninterrupted or error-free
- iii) As to the accuracy, reliability or currency of any information or content provided through the service, or
- iv) That the service, it servers, the content or emails sent from or on behalf of us are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

Some Jurisdictions do not allow the exclusion or the limitation on implied warranties or the limitations may not apply to you.

## **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of us and any of our suppliers under any provision of this agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for this service to the maximum extent permitted by applicable law, in no event shall we or our suppliers/agents be liable for any special, incidental, indirect or consequential damages whatsoever concluding, but not limited to, damages for loss of profits, for loss of data or other information, for business corruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the service, third party software and/or third party hardware used with the service, or otherwise in connection with any provision of this agreement, even if we or any supplier/agent has been advised of the possibility of such damages and even if the remedy fails of it's essential purpose. Some states/Jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# **Severability**

If any provision of this agreement is held to be unenforceable or invalid such provision will be changed and interpreted to accomplish the objective of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This agreement together with the privacy policy and any other legal notices published by us on the Services shall constitute the entire agreement between you and us concerning the Services. If any provision of this agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement which shall remain in full force and effect. No waiver of any of this agreement shall be deemed a further continuing waiver of such term or any other term, and our failure to assert any right or provision under this agreement shall not constitute a waiver of such right or provision. YOU AND US AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE

SERVICES MUST COMMENCES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation, under this agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of any subsequent breach.

No failure to exercise and no delay in exercising on the part of either party, any right or power under this agreement shall operate as a waiver of that right or power nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

## **Amendments to this Agreement**

We reserve the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitute a material change will be determined at our sole discretion by continuing to access our service after any revision become effective, you agree to be bound by the revised term if you do not agree to the new terms, and you are longer authorized to use our service

#### **Entire Agreement**

The Agreement constitutes the entire agreement between you and us regarding your use of the service and supersedes all prior and contemporaneous written or oral agreements between you and us. You may be subject to additional terms and conditions that apply when you use or purchase other services from us which we will provide to you at the time of such use or purchase.

## **Updates to Our Terms**

We may change our service and policies and we may need to make changes to these terms so that they accurately reflect our service and policies. Unless otherwise required by law we will notify you (for example, through our service) before we make changes to these terms and give you an opportunity to review them before they go into effect. Then if you continue to use the service, you will be bound by the updated terms. If you do not want to agree to these or any updated term you can delete your account.

## **Intellectual Property**

Our platform and its entire contents features and function (including but not limited to all information software text displays images videos and audio and the design, selection and arrangement thereof), are owned by us, its licensors or other providers of such material and are protected by and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied modified reproduced downloaded or distributed in any way whole or in part without the express prior Witten permission of us unless and except as is expressly provided in these Terms and Conditions. Any unauthorized use of the material is prohibited.

## **Agreement To Arbitrate**

This section applies to any dispute EXCEPT ITDOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR'S INTELLECTUAL PROPERTY RIGHTS.

The term "dispute" means any dispute action or other controversy between you and us concerning the services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest meaning allowable under law.

# **Notice of Dispute**

In the event of a dispute you or us must give the other a notice of dispute which is a written statement that sets forth the name address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: Company Address/Website. We will send any Notice of Dispute to you by your email address if we have it. You and us will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date

the Notice of Dispute is sent. After sixty (60) days, you or us may commence arbitration.

## **Binding Arbitration**

If you and us do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all dispute in court before a judge. The dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules applicable in Nigeria. Other party may seek interim or preliminary injunctive relief from any court of competent jurisdiction as necessary to protect the party's rights or property pending the completion of the Arbitration. Any and all legal accounting and other costs, fees and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

# **Submissions and Privacy**

In the event that you submit or post any ideas, creative suggestions, designs photographs, information, advertisements, data or proposals, including Ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as no-confidential and non-proprietary and will become the sole property of us without any compensation or credit to you whatsoever. We and our affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or position for any purposes in any medium in perpetuity including but not limited to developing manufacturing and marketing products and services using such ideas.

#### **Promotion**

We may from time to time, include; contests, promotions, sweepstakes or other activities ("promotions") that require you to submit material or information concerning yourself. Please note that all promotions may be governed by separate rules that may contain certain eligibility requirements, such as restriction as to age and geographic location, you are responsible to read all promotions rules to determine whether or not you are eligible to participate, if you enter any promotion, you agreed to abide by and to comply with all promotions rules. Additional terms and conditions may apply to

purchase of goods or services on or through the services, which terms and conditions are made a part of this agreement by this reference.

## **Miscellaneous**

If for any reason a court of competent jurisdiction finds any provision or portion of these terms & conditions to be unenforceable, the remainder of these terms and conditions will continue in full force and effect. Any waiver of any provision of these terms and conditions will be elective only if in writing and signed by an authorized representative of us. We will be entitled to injunctive or other equitable relief (without the obligation of posting any bound or surety) in the event of any breach by you. We operate and control our service from our offices.

The service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution could be contrary to law or regulation. Accordingly, those persons who choose to access our services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

These terms & conditions (which include and incorporate our Privacy Policy) contains the entire understanding and supersedes all prior understanding between you and us, concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## **Disclaimer**

We are not responsible for any content, code, or any other imprecision. We do not provide warranties or guarantees. In no event shall we be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort arising out of or in connection with the use of the service or the contents of the service. We reserve the right made additions, deletions, or modifications to the contents on the service at any time without prior notice.

Our service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied we are a distributor and not a publisher of content supplied by third parties; as such content and

makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via our service without limiting the forgoing, we specifically disclaim all warranties and representations in any content transmitted on or in connection with our service or on sites that may appear as links on our Services, or in the products provided as a part of, or otherwise in connection with, our service including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party's rights. No oral advice or written information given by us or any of its affiliates, employees, officers, directors, agents or the like will create a warranty. Price and availability of information is subject to change without notice. Without limiting the foregoing, we do not warrant that our services will be uninterrupted, uncorrupted, timely, or error-free.

#### Contact us

Don't hesitate to contact us if you have any question.

- Via this link; http://ringroadnetwork.com
- Via this address: no 12 Aimure Avenue, off Ihama Road, Benin City, Edo State, Nigeria.