Legarly Terms and Conditions

Effective Date: January 2025.

Welcome to Legarly. These Terms and Conditions ("Terms") govern your use of the Legarly platform ("Platform"), a comprehensive solution designed to streamline the workflow of legal professionals, chambers, and government departments. By accessing or using Legarly, you agree to comply with and be bound by these Terms. Please read them carefully.

## 1. Acceptance of Terms

By registering for, accessing, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, you must not use the Platform.

### 2. User Accounts

# 2.1 Registration

To use certain features of the Platform, you must create an account. You agree to provide
accurate, current, and complete information during the registration process and to update such
information to keep it accurate, current, and complete.

## 2.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all
activities that occur under your account. You agree to notify us immediately of any
unauthorized use of your account.

### 3. Use of the Platform

### 3.1 License

 Legarly grants you a non-exclusive, non-transferable, limited license to use the Platform for your internal business purposes, subject to these Terms.

## 3.2 Prohibited Conduct

- You agree not to:
  - Use the Platform for any unlawful purpose or in violation of any local, state, national, or international law.
  - o Interfere with or disrupt the Platform or servers or networks connected to the Platform.

 Use the Platform to transmit, distribute, or store material that is harmful, offensive, or otherwise objectionable.

### 3.3 Modifications to the Platform

 Legarly reserves the right to modify or discontinue, temporarily or permanently, the Platform or any features or portions thereof without prior notice. You agree that Legarly will not be liable for any modification, suspension, or discontinuance of the Platform.

# 4. Payments and Subscriptions

## 4.1 Payment Terms

• Certain features of the Platform require payment of fees. You agree to pay all applicable fees in accordance with the billing terms in effect at the time the fee becomes payable.

## 4.2 Payment Gateway

Payments are processed through the secure Paystack payment gateway. By making a
payment, you agree to Paystack's terms and conditions.

### 4.3 Refunds

 All fees are non-refundable, except as required by law or as otherwise specified in writing by Legarly.

## 5. Intellectual Property

## 5.1 Ownership

Legarly and its licensors retain all right, title, and interest in and to the Platform, including all
intellectual property rights. These Terms do not grant you any rights to use the Legarly
trademarks, logos, domain names, or other brand features.

## 5.2 Feedback

If you provide feedback, suggestions, or comments regarding the Platform, you grant Legarly a
worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such feedback
into the Platform.

# 6. Confidentiality and Data Protection

## 6.1 Confidentiality

 You agree to keep confidential all non-public information, trade secrets, and other confidential information that you obtain through your use of the Platform.

## 6.2 Data Protection

 Your use of the Platform is subject to our Privacy Policy, which outlines how we collect, use, and protect your personal information.

## 7. Disclaimers and Limitation of Liability

### 7.1 Disclaimers

 The Platform is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 7.2 Limitation of Liability

• In no event shall Legarly be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use of or inability to use the Platform; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the Platform; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Platform by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Platform; and/or (vi) the defamatory, offensive, or illegal conduct of any third party.

#### 8. Indemnification

 You agree to indemnify and hold harmless Legarly, its affiliates, officers, agents, employees, and partners from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in any way connected with your use of the Platform, your violation of these Terms, or your violation of any rights of another.

## 9. Governing Law and Dispute Resolution

## 9.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Nigeria,
 without regard to its conflict of law principles.

## 9.2 Dispute Resolution

 Any disputes arising out of or relating to these Terms or the Platform shall be resolved through binding arbitration in accordance with the rules of the Nigeria Institute of Chartered Arbitrators (NICArb), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 10. Miscellaneous

# 10.1 Entire Agreement

 These Terms constitute the entire agreement between you and Legarly regarding the use of the Platform and supersede any prior agreements between you and Legarly relating to your use of the Platform.

## 10.2 Severability

 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### 10.3 Waiver

• The failure of Legarly to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

## 10.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Legarly's
prior written consent. Any attempt by you to assign or transfer these Terms, without such
consent, will be null and of no effect. Legarly may freely assign or transfer these Terms without
restriction.

## **Contact Us**

If you have any questions about these Terms, please contact us at: <a href="mailto:contact@whiteridgetechnologies.com">contact@whiteridgetechnologies.com</a>

By using the Legarly platform, you acknowledge that you have read, understood, and agree to these Terms and Conditions.