

# Terms of Service

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These Terms of Service represent an agreement between you and “Realty Invest Network Solutions LTD” and it contains principles governing your registration with, and participation in the service: <https://realtyinvestrecruitments.com> which has been curated to enable a strong network and mutually beneficial business connection between content vendors (digital) and marketer(s) (affiliates). <https://realtyinvestrecruitments.com> is run by Realty Invest Network Solutions LTD. .

These Terms of Service are “incorporated by reference” into relevant documents such as agreements and invoices, and provide specific, direct instructions on how to access these Service(s). These online Terms of Service are subject to change. **By interacting with us and accessing our Service(s), you agree to be bound by these Terms of Service and our Privacy Policy. At the instance that you do not agree to all these provisions as contained herein and in our Privacy Policy, you may discontinue, stop, not use, or not access our Service(s) in any manner.** In these Terms of Service, the use of "You" and "your" is to be interpreted to mean the person who interacts, uses, or accesses our Service(s). Also, in reference to "We," "us," and "our" mean Realty Invest Network Solutions LTD and its successors, and assignees. As used in these Terms of Service, "User Account" means the account you have with us for our Service(s).

## **WHAT ARE THE REQUIREMENTS TO USE THESE SERVICE(S)?**

The following applies to you to enable access to our Service(s), you must:

- (a) Accept these Terms of Service and other related policies and
- (b) Register with us;
- (c) At the time of your registration you have a legal status. Thus, for entities other than individuals - the attainment of incorporation/registration at the Corporate Affairs Commission and any other regulatory governing body. For individuals- must have attained citizenship of Nigeria (or a legal Nigerian resident or as permitted by Law) of at least 18 years of age (or as dependent on the age of maturity as stipulated by your state of your residence in Nigeria); If you have NOT yet attained at least 18 (eighteen) years of age, you hereby agree and acknowledge that your election to use our Service(s) is with the advice, permission, approval, and continued guardianship until age of maturity and under the auspices of your Parent or Legal Guardian;
- (d) Grant us access to the particular content(s) and ensure full access to the associated intellectual property right(s) as well as entirely facilitate any form(s) of collaboration;
- (e) Have a Bank Account with any licensed and fully regulated financial institution. Please, note that you are hereby required to notify us at least three Business Working Days before any changes to your banking information, including, but not limited to, the closure of your Bank Account for any reason by contacting us via email or by updating your Account via the Website;
- (f) Meet certain requirements that are specific to the service type, including capability to make payment, and any other obligation, if any;

- (g) Read, properly execute, and perform all obligation under the engagement agreement and any other documentation that is specific to the service(s) type, and participate in any official meeting that is necessary for smooth implementation, if any;
- (h) Provide to us all accurate, up-to-date, and comprehensive information as we may request from you from time to time (hereinafter collectively referred to as, "User Information") and you agree not to misrepresent your identity and any of your User Information.**

When you register for the Service and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's licence/official registration document.
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and Nigerian street address on it; and
- Such other information and documentation that we may require from time to time.

**PLEASE NOTE:** By virtue of your using our Service and providing to us your User Information, you hereby automatically authorise us, without any time limit or the requirement to pay any fees, to obtain, either directly or indirectly; through our third-party Service providers and/or other third-party websites and databases, information about you as necessary to provide the Service to you. For this to be effective, you herewith grant and appoint Realty Invest Network Solutions LTD and our third-party Service providers a limited power of attorney (as your true and lawful attorney-in-fact and representative) with full power of substitution and resubstitution, for you and in your name, place, and stead, in all capacities, and to access third-party websites, servers, and documents; retrieve information; and use your User Information with the full power and authority to do and perform each act and thing requisite to be done, as fully to all intents and purposes as you might do in person.

In doing so, you agree that when Realty Invest Network Solutions LTD or our third-party Services providers access and retrieve information from such third-party websites, Realty Invest Network Solutions LTD and our third-party Service providers are acting as your agent, and not the agent or on behalf of the third party. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You agree that the Service does not endorse third-party Service providers accessible through the Service. We make no effort to review information obtained from the financial institution holding your Bank Account and third-party websites and databases for any purpose, including, accuracy, legality, or non-infringement. As between Realty Invest Network Solutions LTD and our third-party Service providers, Realty Invest Network Solutions LTD owns your confidential User Information. For the purposes of compliance, please note that this means you hereby authorise us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and Bank Account information.

To fully access and subscribe for any of our Service(s), you may be required to create an account and in which case you will be given (or may provide) a username and password. You accept full and sole responsibility for all use of the Platform and as such accept the duty to always keep the

adopted password secret and has a further duty to notify the Platform immediately there is any reason to believe that the adopted username or password have been lost or compromised or misused in any way and to also immediately report any unauthorised or suspicious activity on your account. The information you provide us is subject to our [Privacy Policy](#). In order to access and retain Communications provided to you electronically, you must have: (1) a genuine, active and valid email address; (2) a stable network connection to the Internet; (3) an up-to-date website browser such as latest version of Mozilla Firefox; (4) an up-to-date type of a program that accurately reads and displays files such as PDF; (5) a functional computer device with an operating system which is capable of supporting all of the above; and (6) an operational printer for printing or any electronic system useful to store and retain any communication in an electronic form.

### **INDEMNITY.**

At our request, you agree to defend and hold harmless Realty Invest Network Solutions LTD, its employees, officers, directors, agents, affiliates and third-party Service providers from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, and expenses (including reasonable attorneys' fees) arising from or in any way related to any third-party claims relating to your use of the Service(s), violation of these Terms of Service, applicable law or any third-party rights, or your fraud or willful misconduct. Such indemnified parties reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defences.

### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed:

- ★ **An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest**
- ★ **A description of the copyrighted work that you claim has been infringed**
- ★ **A description of where the material that you claim is infringing is actually located**
- ★ **Your full name, registration details, address, telephone number, and e-mail address**
- ★ **A statement by you that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law**
- ★ **A statement by you, under penalty of perjury, that the foregoing information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.**

### **LIMITATION OF LIABILITY.**

To the fullest extent permitted by applicable law, you agree that Realty Invest Network Solutions LTD, its affiliates, and its and their respective employees, officers, directors, agents, and third-party Service providers will not be liable to you or any third party for (a) the performance of the Service(s) or the inability to use the Service(s); (b) any indirect, incidental, special,

consequential, punitive, or exemplary damages, whether based in contract, tort, or otherwise, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if such persons have been advised of the possibility of such damages, which arise out of or are in any way connected with these Terms of Service, the Service(s), or content; (c) any amount, in the aggregate, in excess of the greater of 5,000 naira or the amount transferred from your debit card to your Realty Invest Network Solutions LTD account via the Service(s); or (d) any event beyond our reasonable control.

### **WARRANTY DISCLAIMER.**

Without limiting the foregoing, we and our third-party Service providers make no warranty that (a) the Service(s) will meet your requirements, (b) the Service(s) will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service(s) will be accurate or reliable, (d) the quality of any Service(s), its full information, or related material purchased or obtained by you through the Service(s) will meet your expectations, or (e) any errors in the Service(s) will be corrected. No oral or written information or advice obtained by you from us or our third-party Service providers through or from the Service(s) will create any warranty not expressly stated in these Terms of Service.

To the fullest extent permitted by applicable law and except as otherwise expressly provided in these Terms of Service, you expressly understand and agree that your use of the Service(s) and all information, Service(s), and other content (including that of third parties) included in or accessible from the Service(s) is at your sole risk. The Service(s) are provided on an "as is" and "as available" basis without any warranty of any kind to the maximum extent permitted by applicable law, we and our third-party Service providers expressly disclaim any and all conditions, representations, and warranties of any kind as to the Service and all information, Service(s), and other content (including that of third parties) included in or accessible from the Service(s), whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement.

Any material downloaded or otherwise obtained through the Service(s) is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

### **GOVERNING LAW AND DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.**

Unless otherwise agreed upon by the parties in writing, all controversies, disputes, claims, or causes of action between you and us relating to the Service(s) or these Terms of Service (as well as any related or prior Terms of Service that you may have had with us), liabilities and rights will be determined by amicable means, failing to do so, by a neutral arbitrator from the Chartered Institute of Arbitrators, UK, Nigeria Branch, with substantial experience in resolving commercial contract disputes and NOT a judge or a third party. Arbitration will be subject to the Federal Arbitration Act (Nigeria Arbitration and Conciliation Act, Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures") and not any state arbitration law. At all times,

the arbitration procedures may be simpler, less complex than rules applicable in court, and subject to limited review by a court. Arbitrators' decisions are as enforceable as any court order.

**PLEASE NOTE:** To the extent permitted by applicable law, you are giving up your right to go to court to assert or defend your rights except for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and if such matter is only pending in that court. Additionally, notwithstanding this Terms of Service to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Both parties must abide by the following rules: (A) any claims brought by either party must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; (b) the arbitrator may not consolidate more than one person's claims, may not otherwise preside over any form of a representative or class proceeding, and may not award class-wide relief; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms of Service, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Realty Invest Network Solutions LTD Account and these Terms of Service as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its Terms of Service as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither party will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

## **YOUR CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS**

To the extent that is permitted by applicable law, you consent to use electronic signatures and you consent to receive all records, notices, statements, communications, and other items, electronically, intended for our Service(s) provided to you under these Terms of Service and in connection with your relationship with us (hereinafter collectively referred to as, "Communications") that we may otherwise be required to send or provide you in paper form. By doing so, you represent that: (1) you have read and understood this consent; (2) this consent will remain in effect up until your withdrawal. Please note that you have a right to withdraw your consent exercisable, at any time. If you withdraw your consent, we may resort to traditional means (that is, with appending signatures using pen on paper and sending communication via courier and any other means convenient for you, if practicable) or at the most, totally closing your account, if necessary. In the light of this, such notices will become effective only upon a reasonable period after written notice of your intention to withdraw is received by our Customer Service Department; and (3) the minimum hardware and software program requirements are satisfied by you.

## **ADDITIONAL Terms of Service.**

In conjunction with your access or use of the Service(s), you may be subject to additional Terms of Service, rules, policies, and conditions that are posted on the Website, including, but not limited to, Terms of Service and conditions for our referral or rewards programs (the "Additional Terms of Service"), which are hereby incorporated by reference into these Terms of Service. In the event of a conflict between any Additional Terms of Service and these Terms of Service, these Terms of Service will be in control.

## **GENERAL TERMS.**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Service(s), if we may, in our sole discretion, do any of the foregoing on your behalf or for us. If you are subscribing to our Service(s), that does not in any way vest voting or controlling rights over the management or decision-making process of the Realty Invest Network Solutions LTD and does not in any way create any rights associated shares, stocks or debenture holding, employer and employee relationship, partnership, or Joint Venture relationship among other relationships except such relationship as is expressly created from the literal construction of the words of this Agreement. Thus, you do not have any authority of any kind to bind Realty Invest Network Solutions LTD in any respect whatsoever.

You agree that our third-party Service providers are third-party beneficiaries of the applicable provisions of these Terms of Service, with all rights to enforce such provisions as if such Service providers were a party to these Terms of Service. The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder. These Terms of Service, together with policies and other agreements, constitute the entire and sole Terms of Service between you and us with respect to the Service(s) and supersedes all prior understandings, arrangements, or Terms of Service, whether written or oral, regarding the

Service(s). You may not transfer, assign, or delegate these Terms of Service or your rights or obligations hereunder or your Realty Invest Network Solutions LTD Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms of Service and our rights and obligations hereunder without your consent.

Except as otherwise required by applicable law, we hereby reserve the right(s) to act in exercise of our sole discretion in the following: (I) Revise these Terms of Service by posting updated version(s) of these Terms of Service on the Website and/or delivering notice thereof to you either electronically or manually. (II) Communicate with you in paper form (III) Discontinue the provision of electronic communications, (IV) Any matter that relates to these Terms of Service. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms of Service will otherwise remain in full force and effect and enforceable. For General Support and Inquiries: [support@realtyinvestrecruitments.com](mailto:support@realtyinvestrecruitments.com)

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