

## CREVANCE GENERAL TERMS AND CONDITIONS OF SERVICE & WEBSITE USE

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### 1. GENERAL TERMS OF USE

- 1.1. You are currently viewing [www.crevance.com](http://www.crevance.com) (the “Site”) belonging to CREVANCE. This Site and any of the services provided on this Site are being provided to you expressly subject to these Terms of Use, which govern your use of the Site. Please read these Terms of Use carefully and contact us if you have any questions.
- 1.2. The Terms of Use include important information regarding your legal rights, remedies and obligations and various limitations and exclusions on CREVANCE liability to you.
- 1.3. If you are unsure about the meaning or effect of any of the Terms of Use, you should seek advice from an appropriate professional.
- 1.4. By accessing and using this Site you agree to be bound by these Terms of Use and our privacy policy, security statement and cookies policy which are incorporated into these terms.
- 1.5. These Terms, as amended by CREVANCE from time to time, set out the basis on which you may use this Site and provide information about the way CREVANCE provides various services detailed on, or available through, this Site.

### 2. ACCESSING THIS WEBSITE AND CREVANCE SERVICES

- 2.1. You are responsible for making all arrangements necessary for you to have access to this Site and for all telephone, internet service provider and other costs incurred in accessing and using this Site.



- 2.2. You are also responsible for ensuring that all persons who access this Site through your internet connection are aware of these Terms (including CREVANCE Privacy, Cookies Policy and Security Statement) and that they comply with and accept them, as relevant.
- 2.3. Unless otherwise indicated, you are only permitted to use this Site for your business dealings with CREVANCE and you shall not in any way resell any of CREVANCE Services.
- 2.4. You shall not establish a link to any pages of this Site from another website or document without CREVANCE prior written consent.
- 2.5. You agree that you will provide CREVANCE with full and accurate details whenever you submit personal information through this Site, and that you will promptly notify CREVANCE in writing if those details change at any time.
- 2.6. CREVANCE may stop the provision of any services to you through this Site, if CREVANCE discovers or has reason to suspect that the information or details you have given is/are false, misleading, inaccurate or incomplete.
- 2.7. Whilst CREVANCE uses every reasonable effort to maintain the availability of this Site, we cannot guarantee its availability or the continuation of the services offered through it or that access will be uninterrupted or error free. From time to time, CREVANCE may restrict access to some parts of this Site, or this entire Site, to users irrespective of whether they are registered users.

### 3. **ELECTRONIC SUBMISSION OF DOCUMENTS**

- 3.1. All documents submitted electronically via this Site are admissible and legally binding for all intents and purposes as the Original copies of the documents.

#### 4. COPYRIGHTS, TRADEMARKS AND RESTRICTIONS ON USE

- 4.1. Except where indicated otherwise, the copyright subsisting in the content on this Site and in the materials made available through this Site, including in all information, text, images and layout is the exclusive property of CREVANCE and are protected by all relevant Intellectual Property Laws, Regulations & Treaties.
- 4.2. The copyrighted materials on the Site include, but are not limited to, the text, design, software, images, graphics, source code, and the content on the Site.
- 4.3. You are authorized to view the information available on the Site for your informational purposes only. You may download copyrighted materials as strictly necessary for your personal or internal business purposes only, provided that you do not change or remove any copyright notices.
- 4.4. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
- 4.5. You may not copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site for any commercial or public purpose without CREVANCE prior written consent.
- 4.6. All copyright and other intellectual property rights shall continue to be held by CREVANCE, as relevant, and no rights of any kind in it shall pass to you.
- 4.7. CREVANCE and CREVANCE logo are trademarks owned by CREVANCE. Other featured words used on the Site to identify the source of goods and services are trademarks and service marks owned by CREVANCE or owned by third parties.



- 4.8. No rights are granted to use any trade marks on this Site without the prior written consent of CREVANCE. No rights are granted to use any of CREVANCE trademarks as a link to the Site except pursuant to a written trademark license agreement.
- 4.9. This Site may contain links to websites controlled or offered by third parties (non-affiliates of CREVANCE). CREVANCE hereby disclaims liability for any other company's website content, products, privacy policies, or security.
- 4.10. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, or recommendations provided by the linked site providers are those of the providers and not of CREVANCE. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.
- 4.11. If you believe in good faith that materials available on a CREVANCE site infringe your copyright, you (or your agent) may send CREVANCE a notice requesting us to remove the material or block access to it.

## 5. REGISTRATION INFORMATION

- 5.1. You may be invited to register at this Site to help us tailor the Services for your personal and business needs and to alert you on other products and services for you and your business.
- 5.2. In registering for the Services, you agree to provide accurate, true, current, and complete information about you and your business as requested on the registration screens. A profile for you and/or your business may be created based on the registration information that you



provide. This profile and any registration information you provide will be protected as described in our privacy policy.

6. **DISCLAIMER: RELIANCE ON INFORMATION POSTED AND SECURITY**

- 6.1. Whilst CREVANCE uses every reasonable effort to ensure the accuracy of the information contained on this Site which is prepared by or on behalf of CREVANCE (as distinct from third party content – (see “Disclaimer: Links, third party information and websites” below) as at the date of publication, all such information is provided “as is” and this means that except where prohibited by law no warranties are given, whether express or implied, as to the reliability, accuracy, suitability or completeness of the information.
- 6.2. CREVANCE does not accept any liability for any use, or misuse, of the information presented on this Site or for any loss or damage which may arise from access to or reliance on information published on this Site, except where that liability may not be excluded or limited by law. Accordingly, to the maximum extent permitted by law, CREVANCE provides you with access to this Site on the basis that all representations, warranties, conditions and other terms which are not expressly set out in these Terms (including our Privacy, Cookies Policy & Security Statement) are excluded. This does not affect any mandatory legal rights that cannot be excluded under applicable law.
- 6.3. CREVANCE takes all reasonable precautions to seek to keep secure all confidential information you send to CREVANCE, including precautions against unauthorised access or loss. Our “Security Statement” on this Site contains more details about our Site security measures; however, CREVANCE cannot guarantee the security of any data transmitted by Internet email or through this Site. Please do not communicate with CREVANCE by these methods unless you accept the security implications of dealing online. We strongly recommend that you do not send us any confidential information or commercially sensitive information or sensitive personal data by email or through this Website. Communications sent by you via Internet email, or through this Website, are sent at your own risk.

## 7. DISCLAIMER: LINKS, THIRD PARTY INFORMATION AND WEBSITES

- 7.1. This Site may contain, or be linked to, advice or statements from third parties. CREVANCE does not make any representation as to the accuracy, completeness, timeliness or suitability of such information and have not, and will not, review or update such information. Any use of such information is at your own risk.
- 7.2. Some of the information contained on this Site may also have been prepared or provided by third parties and may not have been verified by CREVANCE. Except where prohibited by law, no warranties are given, whether express or implied, as to the reliability, accuracy, suitability or completeness of the information. CREVANCE does not accept any liability for any use, or misuse, of the information published on this Site, except where that liability may not be excluded or limited by law.
- 7.3. The links, CREVANCE provides from this Site to other websites are provided for information only. Other websites may link to this Site. CREVANCE does not assume any responsibility or liability with respect to any website accessed via this Site or linking to this Site or for any of the content on those websites. Those websites will have their own terms and privacy policies and you should read them carefully before using those websites.
- 7.4. CREVANCE does not endorse products or services appearing on linked websites or purchased via linked websites.
- 7.5. The presence of any advert on this Site is not an endorsement of the goods, services, business or website advertised.

## 8. DISCLAIMER: SERVICES

- 8.1. CREVANCE services are offered on an "as is," "where is," and "where available" basis, with no warranty of any kind — whether express, implied, or statutory. This does not affect those warranties which are incapable of exclusion, restriction, or modification by Law.
- 8.2. You acknowledge that neither CREVANCE, nor any of their respective employees, agents, third party content providers, or licensors warrant that the services or the site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the services or the site, or as to the timeliness, sequence, accuracy, reliability, completeness, or content of any information, service, or merchandise provided through the services and the site.
- 8.3. Except as specifically provided in this Terms or where the law requires a different standard, you agree that CREVANCE is not responsible for any loss or damage whether caused by access to or use of the services or the site.
- 8.4. To the maximum extent permissible under applicable law, CREVANCE will not be responsible to you or any third party claiming through you for any direct, indirect, special or consequential, economic or other damages arising in any way out of the use of the services, the site, any on-line services or internet browser software, including liability associated with any computer viruses which may infect your computer system.

## 9. PRIVACY & SECURITY

- 9.1. CREVANCE understands the need to safeguard your information and records from unauthorized use and disclosure. Please see CREVANCE General Privacy policy & Security Statement.



## 10. CHAT

10.1. In connection with any product or service, CREVANCE may make interactive online chat (“Chat”) service available to you. CREVANCE makes no warranty that Chat service will be available at any particular time or be free of fault or error.

10.2. The Chat service is provided to facilitate your understanding of CREVANCE products, services, and online applications related to those products or services. CREVANCE Chat service agents will try to provide you with accurate and current information based on your question(s) or need(s).

10.3. Nothing CREVANCE communicates in the Chat service will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times.

10.4. You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session.

## 11. INDEMNIFICATION

11.1. You agree to defend, indemnify, and hold harmless CREVANCE, its affiliates, and their respective directors, officers, employees, and agents from and against all claims, damages, law suits and expenses, (including, but not limited to, consequential losses and loss of profit, attorney’s fees, reasonable legal costs and expenses), arising out of:

- (i) Your violation of these Terms of Use or misuse of CREVANCE Services or this Site, including such violation or misuses conducted by your employee(s) or agent(s);
- (ii) Your breach of any of CREVANCE rights;
- (iii) Your violation of any applicable law, rule or regulation;
- (iv) Any failure on your part to maintain the security of any security devices or procedures used in or in association with the Site;





- (v) Any third party claims arising out of, or relating to, your use of, or inability to use this Site appropriately.

## 12. ASSIGNMENT OF RIGHTS AND SUB-CONTRACTING

12.1. CREVANCE may, at any time, assign any or all of our rights or obligations under these Terms to any person. This includes but is not limited to any person which/who takes on responsibility for operating this Site or provides CREVANCE products and related services. This includes assignments where necessary as part of any restructuring relating to CREVANCE and its business or assets, or as part of a sale of CREVANCE or, as relevant, another company in the CREVANCE group, or its/their assets.

12.2. Any rights granted to you and obligations incurred by you under these are personal to you and may not be transferred to any third party. CREVANCE may, at any time, sub-contract the performance of all or any of its obligations under these Terms.

## 13. WAIVER

13.1. Non-exercise of any right or remedy which CREVANCE has under these Terms does not amount to a waiver of the right or remedy.

## 14. SEVERANCE

14.1. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the other provisions will remain in force.

14.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the actual intent of the parties.

## 15. RELATIONSHIP

15.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CREVANCE as a result of these Terms or your use of this Website.

## 16. ENTIRE AGREEMENT

16.1. These Terms (including CREVANCE Privacy & Cookies Policy and Security Statement) contain the entire agreement between you and CREVANCE regarding their subject matter and they supersede all prior communications, representations, warranties, stipulations, undertakings and agreement between the parties. Nothing in these Terms shall, however, operate to limit or exclude the liability of either party for any fraudulent misrepresentation.

## 17. GENERAL

17.1. CREVANCE reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking the link for same on this Site. If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Services. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of these Terms.

17.2. You agree and understand that effective use of the Site will require your browser to use software plug-ins and modules, including, without limitation, JavaScript, in order to correctly display content and utilize features on the Site.

17.3. CREVANCE reserves the right to modify or terminate the Services and the Site or to terminate your access to the Services and Site, in whole or in part, at any time.

17.4. These Terms of Use constitute a contract between you and CREVANCE governed by the laws of Federal Republic of Nigeria.