# RIADVICE Terms of Service (TOS)

By using RIADVICE's services, you agree to the following Terms of Service, which constitute an agreement between RIADVICE ("The Company") and you ("Subscriber"). These Terms of Service, along with our Acceptable Use Policy (AUP), govern your use of RIADVICE's services.

# Acceptance of Terms

Use of RIADVICE's services constitutes acceptance and agreement to these Terms of Service and the AUP. The AUP may be modified from time to time; subscribers understand that changes to the AUP are not grounds for early contract termination or non-payment.

#### 2. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws applicable in the jurisdiction where the partner hosting provider operates, as RIADVICE utilises their infrastructure. Any legal actions against RIADVICE must be commenced in the jurisdiction of the hosting provider used.

## 3. Disclosure to Law Enforcement

As explicitly prohibited by our AUP, illegal activities are not supported. Subscriber agrees that RIADVICE may disclose subscriber information to law enforcement upon written request, without further consent or notification to the Subscriber.

# 4. Service Rates and Payment

Subscriber acknowledges the initial rates and charges at the time of subscription. RIADVICE reserves the right to adjust rates and charges with prior notification to the Subscriber.

# 5. Payments and Fees

RIADVICE issues invoices 7 days prior to the subscription anniversary date, providing subscribers ample time for payment processing. Our aim is to ensure an uninterrupted service experience for our clients, reflecting our dedication to a customer-first approach. Notably, RIADVICE does not impose late fees or reconnection fees, underscoring our commitment to maintaining a positive and supportive customer relationship.

## **Upfront Payment Requirement:**

• All services provided by RIADVICE require payment upfront. This policy is in place to ensure the availability and continuity of the services we provide to our clients.

#### **Handling of Late Payments:**

• In the event of a late payment, RIADVICE cannot guarantee the continuation or recovery of the service. It is critical that payments are made in accordance with the invoicing schedule to avoid any service interruption. Subscribers are encouraged to communicate any potential payment delays to RIADVICE as soon as possible, allowing us to explore possible solutions together.

#### **Dispute Resolution:**

• Should there be any disputes or concerns regarding charges, subscribers are urged to report these to RIADVICE within a reasonable timeframe. This ensures that any issues can be addressed and resolved swiftly, minimizing any potential impact on service continuity.

#### **Service Interruption for Non-Payment:**

• Services may be interrupted for accounts with outstanding balances beyond the subscription anniversary date. RIADVICE, however, strives to engage with our customers to resolve any payment issues proactively, aiming to prevent service interruption whenever possible.

Subscribers are reminded of the importance of adhering to the payment schedule to ensure the ongoing provision and reliability of RIADVICE services. Our policies are designed to support a transparent, fair, and constructive approach to financial transactions and service delivery.

# 6. Refunds and Disputes

All payments to RIADVICE are considered final, emphasising the importance of clear communication before service changes or cancellations. Disputes over billing must be reported within 60 days of occurrence.

# 7. Support Channels Procedures

RIADVICE establishes prescribed procedures for initiating and managing support requests to ensure efficiency, accountability, and the highest level of service for our customers. As such, direct communications with RIADVICE employees via email, phone, SMS, or any other means of communication for the purpose of technical support or service inquiries are not recognized as formal requests within the framework of these Terms of Service.

## **Official Support Channels:**

- Telegram Bot: Directs inquiries to our help desk, creating a formal support ticket.
- Help Desk: Acts as the central repository and management system for all support requests, ensuring traceability and efficient resolution.
- **Dedicate Support Email Address**: Utilised for the creation of support tickets through formal channels, with all queries channeled into our central help desk.

To ensure that all support requests are documented, tracked, and resolved in accordance with our service level agreements and internal procedures, customers are required to use the aforementioned official channels for all support-related communications. This structured approach allows RIADVICE to deliver consistent, effective, and legally compliant support services to our customers.

#### **Direct Communications:**

Any support-related communications directed to RIADVICE employees outside of these official channels will not be considered as part of the formal support process and may not receive a response or action. This policy is in place to maintain a high standard of service and to ensure that all customer support needs are addressed in a manner that is consistent, traceable, and compliant with our operational protocols and legal obligations.

Subscribers are hereby advised to adhere to the designated official channels for all support inquiries to ensure their requests are acknowledged, recorded, and resolved promptly. Failure to follow these guidelines may result in delayed response times and resolution of inquiries, for which RIADVICE shall not be held liable.

# 8. Liability and Data Loss

RIADVICE does not assume liability for data loss or damages resulting from service interruptions. Subscribers are encouraged to maintain backups of their data.

# 9. Account Management

Within the scope of services provided by RIADVICE, certain web platforms or access credentials may be shared with the Subscriber for the purpose of utilising the services effectively. The Subscriber bears sole responsibility for maintaining the security and confidentiality of any account information, login credentials, and access rights provided by RIADVICE or created in the course of using RIADVICE's services.

## **Responsibilities Include:**

- **Secure Information Handling**: Subscribers must ensure that all account information and credentials are kept secure and are not disclosed to unauthorized parties.
- Updating Account Details: It is the Subscriber's responsibility to promptly update any account
  details in the event of changes to ensure uninterrupted access to services and to safeguard
  against unauthorized access.
- Notification of Breach: In the event of any suspected security breach, unauthorized access, or
  misuse of the account information, Subscribers are required to notify RIADVICE immediately
  to enable swift action to secure the account and mitigate any potential impact.

#### **Legal and Operational Compliance:**

- **Compliance with Terms**: Subscribers must adhere to the terms of use and any applicable policies governing the accessed web platforms or services provided by RIADVICE, ensuring that the use of shared accounts does not violate these terms.
- Liability: Subscribers acknowledge that they are liable for any activities conducted through their accounts and for ensuring that their use of shared accounts complies with all relevant laws, regulations, and policies. RIADVICE shall not be held responsible for any loss, damage, or

legal implications resulting from the Subscriber's failure to maintain secure and current account information or from unauthorized use of the account.

By accessing and using the shared web platforms or services, Subscribers agree to abide by these account management responsibilities and acknowledge the importance of maintaining the confidentiality and security of their account information. RIADVICE is committed to providing the necessary support to Subscribers in managing their accounts securely, but emphasizes the critical role of the Subscriber in safeguarding their access and information.

# 10. Content Responsibility

Subscribers are solely responsible for the content stored and served on their hosted services. RIADVICE disclaims responsibility for any third-party content or linked websites.

#### 11. Service Cancellation

To cancel your service with RIADVICE, a service cancellation request must be submitted at least 8 days before the next billing cycle date. This ensures that the cancellation process is completed prior to the generation of the next invoice. If a cancellation request is not received at least 8 days before the next billing cycle, the invoice for the next billing cycle will be considered due, and RIADVICE will assume the customer intends to continue the service for the ensuing month. To submit a cancellation request, please use the designated channel provided in our support documentation. This policy helps to avoid any misunderstanding regarding service continuation and billing.

#### 12.Indemnification

Subscribers agree to indemnify RIADVICE against any losses, damages, or claims arising from violations of the AUP or Terms of Service.

#### 13.Amendments

RIADVICE reserves the right to amend these Terms of Service and the AUP at any time. Continued use of the service after changes constitutes acceptance of the new terms.

# 14. Miscellaneous

This TOS, along with the AUP, constitutes the entire agreement between RIADVICE and the Subscriber. Waivers of any breach shall not be considered waivers of any subsequent breach. Assignment of this agreement without consent from RIADVICE is prohibited.

By using RIADVICE's services, you acknowledge that you have read, understood, and agreed to these Terms of Service and the Acceptable Use Policy.

**Document Update Date**: This document was last updated on February 25<sup>th</sup>, 2024.