



# STRIDE ERP

Services Agreement v6.3.50

These terms ("Terms") cover the use of Stride ERP Software (the "Services"). You accept these Terms through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

## 1) Your Content

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Many of our Services allow you to store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

- a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display Your Content without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. RyteGate cannot be held responsible for Your Content or the material others upload, store or share using the Services.

## 2) Code of Conduct

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- a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:
  - i. Don't do anything illegal.
  - ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
  - iii. Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, or instant messages.
  - iv. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
  - v. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else).
  - vi. Don't circumvent any restrictions on access to or availability of the Services.

- vii. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or photographs).
  - viii. Don't engage in activity that violates the privacy of others.
  - ix. Don't help others break these rules.
- b. Enforcement. If you violate these Terms, we may stop providing Services to you. When investigating alleged violations of these Terms, RyteGate reserves the right to review Your Content with your consent in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

### 3) Using the Services & Support

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a. Additional Equipment/Data Plans.

To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.

b. Service Notifications.

When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. Data or messaging rates may apply when receiving notifications via SMS.

c. Support.

Customer support for some Services is available at <https://strideerp.com>. Support may not be available for preview or beta versions of features or Services.

d. Ending your Services.

If your Services are canceled (whether by you or us), first your right to access the Services stops immediately and your license to the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Service. As a result you may no longer be able to



access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan.

#### **4) Using Third-Party Apps and Services**

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Services may allow you to access or acquire products, services, websites, links, content, material, skills, integrations, bots or applications from independent third parties (companies or people who aren't RyteGate) ("Third-Party Apps and Services"). Our Services may also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking to any Third-Party Apps and Services. Any third-party terms do not modify any of these Terms. You are responsible for your dealings with third parties. RyteGate does not license any intellectual property to you as part of any Third-Party Apps and Services and is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

#### **5) Service Availability**

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- a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device.
- b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and RyteGate is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.



## 6) Updates to the Services or Software, and Changes to These Terms

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- a. We may change these Terms at any time with 30 days prior notice to you where possible as some of these changes may be triggered by government policies and circumstances beyond our control. Using the Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Services.
- b. Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. RyteGate isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the software, apps, content or other products.
- c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, or application. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

## 7) Software License

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Unless accompanied by a separate RyteGate license agreement, any software provided by us to you as part of the Services is subject to these Terms.

- a. The software is licensed, not sold, and RyteGate reserves all rights to the software not expressly granted by RyteGate, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:
  - i. circumvent or bypass any technological protection measures in or relating to the software or Services;
  - ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
  - iii. separate components of the software or Services for use on different devices;



- iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless RyteGate expressly authorizes you to do so;
- v. transfer the software, any software licenses, or any rights to access or use the Services;
- vi. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network;

## 8) Payment Terms

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If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

a. Charges.

If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charge. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content.

b. Your Billing Account.

To pay the charges for a Service, you may be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method by contacting RyteGate's Customer Service department via phone or on the account management portal available through Stride ERP. Additionally, you agree to permit RyteGate to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

c. Billing.

By providing RyteGate with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and



accurate; (ii) authorize RyteGate to charge you for the Services or available content using your payment method; and (iii) authorize RyteGate to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

d. **Recurring Payments.**

When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to RyteGate by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by RyteGate. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing RyteGate to store your payment instrument and process such payments as either electronic debits or fund transfers, or as charges to your designated account (for credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, RyteGate or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

e. **Online Statement and Errors.**

RyteGate will provide you with an online billing statement on its account management website, where you can view and print your statement. Invoices may also be sent via email through the email account you used to register for the service. If we make an error on your bill, you must tell us within 180 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If RyteGate has identified a billing error, we will correct that error within 180 days.

f. **Refund Policy.**

Unless otherwise provided by law or by a Service offer, all purchases are final and non-refundable. If you believe that RyteGate has charged you in error, you must contact us within 180 days of such charge. No refunds will be given for any charges more than 180 days old. We reserve the



right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

g. Canceling the Services.

You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, contact our customer service department. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to your account when you cancel the Services. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

h. Trial-Period Offers.

If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.

i. Promotional Offers.

From time to time, RyteGate may offer Services for a trial period during which RyteGate will not charge you for the Services. RyteGate reserves the right to charge you for such Services (at the normal rate) if RyteGate determines (in its reasonable discretion) that you are breaching the terms and conditions of the offer.

j. Price Changes.

We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 45 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

k. Payments to You.

If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may





reduce the payment to you without notice to adjust for any previous overpayment.

## **9) Contracting Entity, Choice of Law, Jurisdiction**

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For use of free and paid consumer Services you're contracting with RyteGate Technologies, 52 Ogudu Rd. Ogudu, Lagos State, Nigeria

## **10) Choice of Law and Place to Resolve Disputes.**

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If you live in (or, if a business, your principal place of business is in) Nigeria, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Lagos State, Nigeria for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

## **11) Limitation of Liability**

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If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from RyteGate or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to N20,000 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. As soon as we are aware, RyteGate will do everything within its power to notify you immediately of vulnerabilities within the solution that may put your data or general operations at risk and work to inform you of mitigation steps, if any, that may help avert exposure to any related risk.

To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.



## **12) Miscellaneous**

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This section, and sections 8 (for amounts incurred before the end of these Terms), 9, 11, 12, and those that by their terms apply after the Terms end will survive any termination or cancellation of these Terms. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and RyteGate for your use of the Services. It supersedes any prior agreements between you and RyteGate regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for RyteGate's successors and assigns.

## **13) Privacy and Confidentiality of Your Information**

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- a. To contact our Privacy Officer in order to access, or obtain more information about, your personal information held by SecuriShield, make a privacy-related complaint, or obtain a copy of our Privacy Policies: e-mail us at [info@rytegate.com](mailto:info@rytegate.com)
- b. Personal information collected in connection with the provision of the Services may be stored and processed in or outside Nigeria and may be subject to the laws of other jurisdictions.
- c. Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:
  - i. you;
  - ii. a person who, in our reasonable judgment, is seeking the information as your agent;
  - iii. an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
  - iv. an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
  - v. a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities;



- vi. a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
  - vii. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.
- d. Express consent to disclosure may be obtained as follows:
- i. by written consent;
  - ii. by oral confirmation verified by an independent third party;
  - iii. by electronic confirmation through the use of a RyteGate Authorized phone number;
  - iv. by electronic confirmation via the Internet;
  - v. by oral consent, where an audio recording of the consent is retained by us; or
  - vi. by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

#### **14) Intellectual Property**

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All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, RyteGate Technologies Ltd. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the RyteGate Legal Department.

#### **15) Variation and Waiver**

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No variation, addition, deletion, waiver, or consensual termination of this Agreement or any part hereof, including this paragraph, is effective unless reduced to writing and signed by or on behalf of both parties, or in the case of a waiver, by the party so waiving its right in writing.

No delay by or omission of any Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver of such right, power, privilege or remedy. The failure of a Party to exercise any right, sanction or remedy under any provision of this Agreement shall under no circumstances be construed as a waiver of the exercise of such right, sanction or remedy, unless the right, remedy or sanction is to be exercised or enforced within a specified period of time under the applicable law.





Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise of any such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

## **16) Entire Agreement**

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A Service Agreement, as amended from time to time, constitutes the entire agreement between you and RyteGate Technologies for the Services subscribed to under that Service Agreement and supersedes all prior agreements, written or oral, with respect to the same subject matter. These Terms cannot be changed by you.

No sales representative, dealer, agent, officer or employee of RyteGate Technologies has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

## **17) How to Contact Us**

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To contact RyteGate Technologies Ltd. regarding the Services: call +234 814-990-6811, +1 888 483 0133; go online at <http://rytegate.com/contact> and for more options; send an e-mail to [info@rytegate.com](mailto:info@rytegate.com)

