Draft. Final wording is being reviewed by our Nigerian lawyer and data protection officer.

Terms of Service

Version 1.1. Effective from 13 October 2026. taxaudit.ng

In plain English

- • TaxAudit helps you organize and check your records. You stay entirely responsible for your filings, final calculations, and any legal interactions with tax authorities.
- • Your data is yours. We process it strictly to provide the service and will never sell it.
- • You can stop using the service at any time and export everything you have uploaded.
- • This summary is a guide to help you read the document; it does not replace the legally binding terms below.

This summary helps you read the document; it doesn't replace it.

1. Who we are

TaxAudit and TaxAuditPro (collectively, the "Platform") are owned, developed, and operated by **Rivium Analytics Ltd** (RC 8927769), a private limited liability company incorporated under the laws of the Federal Republic of Nigeria. Our office is located at **1 Udo Umana Street, Uyo, Akwa Ibom State, Nigeria**. All references to "we," "us," or "our" refer to Rivium Analytics Ltd.

2. The Service & Beta Disclaimer

- **Scope of Service:** TaxAudit is an artificial intelligence-driven data organization and verification tool designed to assist Nigerian businesses and accountants in reviewing financial records, cross-checking documentation consistency, and preparing standard formats for financial statements and filing schedules.
- **No Professional Advice:** The Platform does not provide professional tax, accounting, financial, or legal advice. Using the Platform does not establish an accountant-client relationship. You must consult a qualified professional before executing filings or making strategic tax decisions.
- **Beta Status:** The Platform is currently in a "Beta" development phase. Services are provided on an **"AS IS"** and **"AS AVAILABLE"** basis. Features may be modified, added, delayed, or removed at our sole discretion without prior notice. See our Disclaimer. TaxAudit is in beta: features are added and improved regularly, and some are marked as coming soon.

3. Account Security & User Responsibility

- **Credentials & 2FA:** You are entirely responsible for maintaining the confidentiality of your sign-in details. You are required to enable **Two-Step Verification (2FA)** to secure your financial datasets.
- **Account Authorization:** You are legally liable for all activities that occur under your account. You must notify us immediately of any unauthorized access.
- **Data Accuracy:** You represent and warrant that all data, bank records, invoices, and tax identifiers uploaded to the Platform are accurate, genuine, and authorized by the rightful entity owner.

4. Data Ownership, Processing, and NDPA Compliance

- **Ownership:** You retain 100% ownership of all business records, documents, financial transactions, and images uploaded to the Platform ("User Content").
- **Processing License:** You grant Rivium Analytics Ltd a limited, non-exclusive, royalty-free, worldwide license to host, parse, analyze, and process your User Content **solely** to provide, support, and improve the AI capabilities of the Platform. We will never sell, lease, or distribute your financial data to third parties.
- **Data Protection & Privacy:** As a data processor, we handle all personal and business identifying details in strict compliance with the **Nigeria Data Protection Act (NDPA) 2023**. Our full security frameworks, storage limitations, and data subject rights are governed by our Privacy Policy and Data Processing Agreement.

5. AI Features & Cognitive Allocation ("AI Use Notice")

- **Human-in-the-Loop Imperative:** The Platform operates on a clear operational boundary: **"AI suggests; a human decides."** All insights, readiness scores, trial balance mapping, mock audit findings, and drafted response letters generated by the AI are automated calculations and estimates.
- **Verification Obligation:** You acknowledge that generative AI models can experience errors or variations. You are legally obligated to review, verify, and approve every line item, ledger entry, and tax calculation before using it in any business context or filing.
- **Assumption of Risk:** Relying on unverified AI output for regulatory filings is done at your own sole risk. See our AI Use Notice.

6. Acceptable Use Policy

You agree not to use the Platform to:

- Upload documents that are fraudulent, forged, altered, or obtained through illegal means.
- Process data or financial records belonging to third parties without their explicit legal consent.
- Reverse-engineer, scrape, decompile, or attempt to extract the source code or underlying proprietary AI models of the Platform.
- Introduce malware, viruses, or any code designed to disrupt the operations of the Platform.

Use TaxAudit lawfully and only for records you're entitled to handle: see our Acceptable Use Policy.

7. Beta Plans, Pricing, and Subscriptions

- **Beta Access:** The Platform is provided free of charge during its active beta phase.
- **Transition to Paid Plans:** Before the conclusion of the free beta period, we will explicitly announce our subscription tiers, pricing packages, and payment methods. You will not be charged automatically; your explicit consent and billing authorization will be required to transition to a paid plan.
- **Premium Add-ons:** Specific tools under **TaxAuditPro** deployed on specialized subdomains may introduce alternative terms or advanced transactional subscriptions, which will be detailed directly on those billing interfaces. Our Refund Policy covers cancellations.

8. Termination and Data Export

- **User Termination:** You can close your account and terminate this agreement at any time. We highly recommend utilizing the built-in data export tool to download a complete archive of your processed records before deleting your profile.
- **Suspension or Deletion:** We reserve the right to suspend or terminate accounts that breach these terms, engage in fraudulent behavior, or pose security risks. Except in emergency scenarios involving data breaches or legal mandates, we will provide you with written notification outlining the reason for suspension.

9. Limitation of Liability & Statutory Tax Indemnity

- **No Regulatory Guarantees:** We do not claim, represent, or warrant that the Platform is explicitly "NRS-approved," nor do we guarantee that its use will prevent audits, penalties, administrative assessments, or interest charges under the **Nigeria Tax Administration Act 2025**.
- **Liability Cap:** To the maximum extent permitted by the laws of the Federal Republic of Nigeria, Rivium Analytics Ltd, its directors, employees, and software architects shall **not be liable** for any indirect, incidental, consequential, special, or punitive damages. This includes, without limitation, loss of profits, data, goodwill, or penalties levied by the **Nigeria Revenue Service (NRS)** or State Internal Revenue Services (SIRS).
- **Maximum Indemnity:** Our cumulative total liability for any claims arising out of or relating to these terms shall not exceed the total amount paid by you to us for using the service during the preceding three (3) months.

10. Governing Law and Dispute Resolution

- **Jurisdiction:** These terms shall be governed by, interpreted, and construed in accordance with the laws of the **Federal Republic of Nigeria**.
- **Amicable Resolution:** In the event of a dispute, controversy, or claim arising out of these terms, the parties shall first attempt to resolve the matter amicably through direct negotiation between corporate officers.
- **Arbitration:** If an amicable resolution is not reached within thirty (30) days, the dispute shall be referred to and finally settled by binding arbitration in Nigeria under the provisions of the Arbitration and Mediation Act, with the venue of proceedings located in Akwa Ibom State or Lagos State.

11. Amendments & Notifications

We update this document dynamically as regulatory environments and software features evolve. Every iteration will be clearly tracked with a version number and effective date. For significant updates that impact your usage rights or data handling, we will notify you at least fourteen (14) days in advance via your registered email address or an active pop-up notification on the platform dashboard.