

TERMS OF USE

OPAL LEGAL

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1. ABOUT OPAL LEGAL

Opal Legal is a law firm duly registered and operating in the Federal Republic of Nigeria. Our Website is intended to provide general information about our practice areas, attorneys, and legal services. Nothing on this Website constitutes legal advice, creates a solicitor-client relationship, or establishes any obligation on the part of the Firm to provide legal services to any individual or entity.

2. ACCEPTANCE OF TERMS

By accessing, browsing, or otherwise using this Website, you represent and warrant that:

- (a) You are at least 18 years of age or have attained the legal age of majority in your jurisdiction;
- (b) You have read, understood, and agree to be bound by these Terms and our Privacy Policy;
- (c) Your use of the Website will be in compliance with all applicable laws, rules, and regulations.

These Terms constitute a legally binding agreement between you and Opal Legal. We reserve the right to revise these Terms at any time without prior notice. Your continued use of the Website following any modification constitutes acceptance of the revised Terms.

3. NO LEGAL ADVICE OR SOLICITOR-CLIENT RELATIONSHIP

The content published on this Website, including articles, publications, newsletters, case updates, and general information about our practice areas, is provided for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as such.

No solicitor-client relationship is formed by your use of this Website, by submitting an enquiry through our contact form, or by any email or communication exchanged through or in connection with this Website, unless and until the Firm has expressly confirmed in writing that it has accepted instructions from you and the terms of the engagement have been agreed.

If you require legal advice in relation to a specific matter or situation, we strongly encourage you to engage a qualified legal practitioner. Laws and legal procedures vary across jurisdictions and change over time, and information on this Website may not reflect the most current legal developments.

4. PERMITTED USE OF THE WEBSITE

You may use this Website solely for lawful purposes and in accordance with these Terms. You agree that you will not use this Website:

- (a) In any manner that violates any applicable federal, state, local, or international law or regulation;
- (b) To transmit any unsolicited or unauthorised advertising, promotional material, spam, or any other form of solicitation;
- (c) To impersonate or attempt to impersonate Opal Legal, any attorney of the Firm, another user, or any other person or entity;
- (d) To engage in any conduct that restricts or inhibits any person's use or enjoyment of the Website, or that may harm Opal Legal or other users;
- (e) To attempt to gain unauthorised access to any portion of the Website or its related systems or networks;
- (f) To introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (g) To engage in scraping, crawling, or any automated data extraction from the Website without our prior written consent;
- (h) To reproduce, distribute, modify, publish, or transmit any content from this Website without prior written authorisation from the Firm.

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If you submit an enquiry, comment, or any other content through this Website ("Submission"), you grant Opal Legal a non-exclusive, royalty-free licence to use, reproduce, and process such Submission for the purposes of responding to your enquiry or improving our Services. You represent and warrant that any Submission you make does not infringe the intellectual property rights of any third party and does not contain any unlawful, defamatory, or offensive material.

We reserve the right to decline to respond to any Submission and are under no obligation to maintain the confidentiality of any unsolicited Submission unless and until a formal engagement has been established.

7. CONFIDENTIALITY OF COMMUNICATIONS

Please be aware that any communications or enquiries submitted through this Website before the

establishment of a formal solicitor-client relationship may not be protected by solicitor-client privilege or legal professional privilege. You should exercise caution in sharing sensitive or confidential information in unsolicited communications. The Firm accepts no responsibility for any information shared with us before the acceptance of a formal engagement.

8. THIRD-PARTY LINKS AND CONTENT

This Website may contain links to third-party websites, resources, or services for your convenience and information. The inclusion of any third-party link does not constitute or imply an endorsement, sponsorship, or recommendation by Opal Legal of such third-party website or its content. We have no control over, and accept no responsibility for, the content, privacy practices, or terms of use of any third-party websites.

You access third-party websites entirely at your own risk. We encourage you to review the terms and privacy policies of any third-party websites you visit.

9. DISCLAIMER OF WARRANTIES

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We do not warrant that the Website will be uninterrupted, error-free, or free of viruses or other harmful components, that defects will be corrected, or that the Website or its servers are free of malware or other harmful elements. Any reliance you place on information obtained from this Website is strictly at your own risk.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Opal Legal, its partners, associates, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of, or inability to use, this Website or any Content thereon, including but not limited to loss of profits, loss of data, or loss of goodwill, even if advised of the possibility of such damages.

Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited under applicable Nigerian law.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Opal Legal, its partners, associates, employees, agents, successors, and assigns from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Website; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party rights.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any dispute arising out of or in connection with these Terms or your use of the Website shall be subject to the exclusive jurisdiction of the courts of Nigeria.

Before commencing formal legal proceedings, the parties agree to attempt in good faith to resolve any dispute by negotiation. If the dispute cannot be resolved by negotiation within thirty (30) days of written notice, either party may refer the matter to litigation in a court of competent jurisdiction in Nigeria.

13. PRIVACY

Your use of this Website is also governed by our Privacy Policy, which is incorporated into these Terms by this reference. The Privacy Policy explains how we collect, use, and protect your personal data in accordance with the Nigeria Data Protection Act 2023. Please review our Privacy Policy carefully.

14. SEVERABILITY

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, that provision shall be deemed severable from the remaining Terms and shall not affect the validity and enforceability of the remaining provisions.

15. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Opal Legal regarding your use of this Website and supersede all prior and contemporaneous agreements, representations, and understandings with respect to the subject matter hereof.

16. WAIVER

No failure or delay by Opal Legal in exercising any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise thereof or the exercise of any other right or remedy.

17. CONTACT INFORMATION

If you have any questions, concerns, or feedback regarding these Terms of Use, please contact us at:

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