

RAIMA INTEGRATION TECHNOLOGIES

www.raima.io | support@raima.io

Your Catalyst for Innovation

TERMS OF SERVICE

Governing the provision of services by rAlma to its clients

EFFECTIVE DATE	September 16, 2026
LAST UPDATED	September 16, 2026
PUBLISHED AT	raima.io/terms

PROVIDERS

rAlma Canada

Raima Integration Technologies
A registered business name in the Province of
Alberta, Canada

rAlma Ghana

Raima Integration Technologies Ltd.
A company incorporated in the Republic of Ghana.
Registration details available on request.

Each provider is responsible only for the engagements it enters into. The provider for an engagement is identified in the Client's proposal, Statement of Work, order form, or invoice.

These Terms of Service ("Terms") govern the services provided by rAIma ("Services") to the individual, company, or organization purchasing or receiving Services from us ("Client", "you", or "your").

rAIma operates through two providers. **rAIma Canada:** Raima Integration Technologies, a registered business name in the Province of Alberta, Canada. **rAIma Ghana:** Raima Integration Technologies Ltd., a company incorporated in the Republic of Ghana. Registration details are available on request.

Unless the Client's proposal, Statement of Work, order form, or invoice identifies rAIma Ghana as the provider, Services are provided by rAIma Canada. In these Terms, "rAIma", "we", "us", and "our" refer to whichever of rAIma Canada or rAIma Ghana is providing the Services to the Client. Each provider is responsible only for the engagements it enters into.

These Terms apply to Services including, but not limited to: artificial intelligence systems; AI agents and agentic workflows; automation and workflow development; chatbots and conversational AI; CRM systems and integrations; API and software integrations; web development; digital infrastructure; managed automation services; consulting; training; and related technology and professional services.

By approving a proposal, accepting an invoice, making payment, signing an agreement, authorizing work to begin, or otherwise engaging rAIma to provide Services, the Client confirms that they have read, understood, and agreed to these Terms.

1. PROPOSALS, STATEMENTS OF WORK AND SCOPE

1.1 Project Scope

All Services provided by rAIma are governed by the specific scope set out in the applicable proposal, quotation, invoice, order form, Statement of Work ("SOW"), or other written project agreement.

Only deliverables, platforms, functionality, integrations, revisions, services, and responsibilities expressly stated in writing are included in the agreed scope.

Any feature, functionality, integration, platform, workflow, content, training, documentation, support, or other service not expressly included is outside the agreed scope.

1.2 No Implied Scope

Discussions, demonstrations, recommendations, exploratory conversations, examples, informal correspondence, verbal discussions, or assumptions do not create an obligation for rAIma to provide functionality or Services not included in the approved written scope.

The Client is responsible for reviewing the proposed scope before approving a project and requesting clarification where necessary.

A misunderstanding arising from an assumption about functionality not contained in the approved scope does not entitle the Client to additional unpaid work or a refund.

1.3 Order of Precedence

If there is a conflict between these Terms and another project document, the following order of precedence applies:

1. a separately signed agreement or SOW;
2. the approved proposal or order form;
3. the applicable invoice; and
4. these Terms.

A project-specific document may modify these Terms where the modification is expressly stated in writing.

2. CLIENT RESPONSIBILITIES

The Client agrees to provide all information, access, materials, decisions, approvals, and cooperation reasonably required for rAlma to perform the Services.

This may include:

- platform login credentials, API keys, authentication tokens, and webhook information;
- CRM, hosting, website, social media, and messaging platform access;
- brand assets, business documents, copy, content, images, and video;
- product or service information;
- customer or operational data;
- business processes and automation rules;
- required approvals; and
- access to relevant employees, contractors, or representatives.

The Client is responsible for ensuring that information and materials supplied to rAlma are accurate, complete, lawful, and appropriate for their intended use.

rAlma is not responsible for delays, errors, incomplete functionality, or additional costs resulting from inaccurate, incomplete, delayed, or unavailable Client information.

3. PROJECT TIMELINES AND CLIENT DELAYS

Project timelines are based on the assumption that the Client will provide required information, approvals, access, feedback, and decisions within a reasonable period.

Unless another period is specified in writing, the Client should respond to requests for approvals, clarification, testing, information, or decisions within five (5) business days.

A Client delay may result in a corresponding adjustment to the project schedule.

Where the Client fails to provide a required decision, rAlma may, where reasonable and appropriate, proceed based on:

- the approved scope;
- information already provided;
- previously approved project decisions; and
- rAlma's professional judgment.

rAlma is not responsible for delays resulting from Client inaction.

3.1 Inactive Projects

If the Client does not respond for ten (10) consecutive business days while Client action is required, rAlma may place the project on inactive status.

rAlma may:

- suspend further work;
- remove the project from the active production schedule;
- close the active implementation phase;
- invoice for work completed;
- reallocate personnel and resources; and

- require a reactivation fee before work resumes.

Unless otherwise agreed in writing, the standard reactivation fee is USD \$250 or its equivalent in the invoiced currency.

Reactivation is subject to rAlma's current availability and may require a revised delivery schedule.

4. FEES AND PAYMENT

4.1 Project Fees

Fees and payment schedules will be stated in the applicable proposal, invoice, SOW, order form, or other written agreement.

Unless expressly agreed otherwise:

- deposits or initial payments must be received before work begins;
- recurring Services and retainers are payable in advance;
- third-party platform costs are separate from rAlma's professional fees; and
- outstanding project balances must be paid before final deployment, activation, transfer, or handover.

4.2 Production Launch and Handover

rAlma is not required to:

- place a system into production;
- activate live automations;
- transfer ownership;
- transfer platform access;
- release source files;
- release automation scenarios;
- transfer credentials controlled by rAlma; or
- provide final documentation

until all amounts due for the applicable work have been paid in full.

rAlma may provide staging, demonstration, development, or testing access before final payment.

4.3 Late Payments

Any amount not paid by its due date bears interest at 2% per month, compounded monthly, which is equal to 26.82% per year, from the due date until paid in full. If applicable law sets a lower maximum rate, that lower rate applies.

The Client is also responsible for reasonable collection, administrative, and legal costs incurred in recovering overdue amounts, where permitted by law.

4.4 Suspension for Non-Payment

If an invoice remains unpaid after its due date, rAlma will send the Client a written overdue notice. If payment is not received within seven (7) days of that notice, rAlma may suspend any or all Services, including development, support, maintenance, monitoring, hosting, managed infrastructure, platform administration, and integrations.

Where continuing a Service requires rAlma to pay third-party costs, such as automation credits, AI model usage, API usage, messaging fees, or hosting, rAlma may pause those cost-bearing components at any time after the due date, without waiting for the seven-day period. rAlma will notify the Client in writing when it does so.

rAIma will restore suspended Services within a reasonable time after all overdue amounts are paid, subject to the reactivation fee in Section 3.1. rAIma is not responsible for losses resulting from a suspension under this section.

4.5 Taxes and Transaction Costs

Unless expressly stated otherwise, quoted fees do not include applicable sales taxes, value-added taxes, withholding taxes, bank charges, foreign exchange costs, payment processor fees, or government charges. The Client is responsible for such amounts where legally applicable.

If the Client is required by law to deduct or withhold tax from any payment to rAIma, the Client will:

1. increase the payment so that rAIma receives the full amount it would have received without the deduction; and
2. provide rAIma with the official withholding tax receipt or certificate within thirty (30) days of payment.

4.6 Currency

Fees are payable in the currency stated in the applicable proposal or invoice. For engagements with rAIma Ghana where the law requires pricing or payment in Ghana cedis, any US dollar amount in these Terms is a reference amount only and will be invoiced and paid in the Ghana cedi equivalent at the exchange rate stated on the invoice.

4.7 Client Data After Suspension or Termination

rAIma will retain Client data held on rAIma-managed infrastructure for at least thirty (30) days after suspension or termination. During that period, the Client may request an export of its raw data. After that period, rAIma may permanently delete the data.

4.8 Payment Disputes and Chargebacks

Before starting a chargeback or payment dispute with a bank, card issuer, Stripe, PayPal, or another payment provider, the Client agrees to contact rAIma at support@raima.io and allow at least ten (10) business days to resolve the concern.

A chargeback or payment dispute does not cancel the Client's obligation to pay for Services already provided. If a chargeback is reversed in the Client's favour for Services that were provided, the amount remains owed, together with any dispute fees charged to rAIma. rAIma may suspend Services under Section 4.4 while a dispute is open.

5. CHANGE REQUESTS AND ADDITIONAL WORK

A "Change Request" is a request that changes, expands, modifies, replaces, pauses, reactivates, or otherwise alters the agreed scope or an existing system.

Change Requests may include new functionality, integrations, platforms, content, user journeys, or automation scenarios; revised business processes, data structures, or workflows; changes to automation logic, AI prompts or behaviour, forms, databases, connected documents, or connected assets; redesign work; and changes to previously approved deliverables.

Change Requests may require additional fees, revised timelines, additional subscriptions, or movement to another service tier.

rAIma is not obligated to begin additional work until the Client has approved the applicable change and associated fees.

6. TESTING, REVIEW AND ACCEPTANCE

rAIma will provide reasonable opportunities for the Client to review and test deliverables before final handover or production deployment where applicable.

The Client is responsible for reviewing deliverables against the agreed written scope.

A deliverable is considered accepted when any of the following occurs:

1. the Client confirms approval;
2. the Client instructs rAlma to deploy or activate the deliverable;
3. the Client begins using the deliverable in live operations; or
4. the Client does not report a material Defect (as defined in Section 7) within ten (10) business days after being asked to review the deliverable.

Acceptance does not eliminate any applicable post-launch support rights.

A request for functionality, design, workflow, wording, integration, behaviour, or configuration that differs from the agreed scope is a Change Request rather than a Defect.

7. DEFECTS, CHANGE REQUESTS AND THIRD-PARTY ISSUES

7.1 Defect

A "Defect" is a material failure of functionality developed by rAlma to operate substantially in accordance with the agreed written specification.

7.2 Change Request

A Change Request occurs when the Client requests functionality or behaviour that differs from, expands upon, or was not included within the approved scope.

7.3 Third-Party Issue

A "Third-Party Issue" is a failure, limitation, restriction, modification, outage, policy change, API change, pricing change, security requirement, account restriction, platform limitation, or other issue originating from technology or infrastructure outside rAlma's control.

Third-Party Issues are not Defects in rAlma's work.

Work required to investigate, modify, rebuild, reconnect, migrate, or adapt a system because of a Third-Party Issue may be separately chargeable unless expressly included in an active maintenance or managed-service agreement.

8. POST-IMPLEMENTATION SUPPORT

Unless otherwise stated in writing, implementation projects include a thirty (30) day post-launch support period.

The support period begins on the earliest of:

- the date the system is deployed into production;
- the date final handover occurs; or
- the date the Client begins using the system in live operations.

The post-launch support period covers Defects relating to the originally approved scope. It does not include new functionality, scope changes, redesigns, new integrations, new campaigns, new content, changes to business processes, Third-Party Issues, Client-caused errors, unauthorized modifications, additional training, or Services outside the original scope.

Official support requests must be submitted to **support@raima.io** unless another official support channel is provided in writing.

rAlma will use reasonable efforts to acknowledge eligible support requests within one (1) business day. An acknowledgement or response time is not a guaranteed resolution time.

After the support period expires, further assistance may require a maintenance agreement, a retainer, a managed-service plan, or additional billing.

9. RETAINERS AND MANAGED SERVICES

Where the Client purchases a retainer or managed service, the applicable proposal or agreement will specify included Services, service limits, usage limits, support levels, billing frequency, minimum commitment, and any applicable service-level arrangements.

Retainer fees are payable in advance.

Unless expressly stated otherwise, a retainer does not automatically include major redesigns, entirely new automation systems, new websites, major workflow changes, new integrations, migration to a new platform, or substantial changes to business requirements. Such work may require a separate quotation.

Systems involving ongoing outbound messaging, email, conversational AI, automation monitoring, or operational infrastructure may require an active support or managed-service agreement where ongoing oversight is reasonably necessary.

10. AUTOMATION OPERATIONS AND USAGE

Unless otherwise stated in the applicable proposal, Task-Level automation packages are configured based on up to 1,000 monthly operations.

The Client is responsible for monitoring operation volume unless monitoring is expressly included in a managed service.

Where actual usage exceeds the included allowance:

- third-party platform charges may increase;
- the Client may need to upgrade a platform subscription;
- rAIma may recommend another service tier; or
- additional infrastructure or operational fees may apply.

Any usage estimate provided by rAIma is an estimate based on available information and is not a guarantee of future operational volume.

11. MANAGED INFRASTRUCTURE AND ANNUAL OPERATIONS FEES

Where a Client's system operates on rAIma-managed infrastructure, an annual operations or infrastructure fee may apply in addition to professional-service fees and third-party subscriptions.

Unless otherwise stated in writing:

MONTHLY OPERATIONS	ANNUAL FEE
Up to 10,000	USD \$250
Up to 50,000	USD \$1,250
Up to 150,000	USD \$2,500

Higher-volume usage will be quoted separately.

These fees may be adjusted where third-party providers materially modify pricing, usage models, API costs, infrastructure costs, platform requirements, or service terms.

Where such changes affect an existing recurring engagement, rAIma will provide reasonable notice before applying revised fees to a future billing or renewal period.

11.1 Changes to Standard Fees

The fees stated in these Terms are rAIma's current standard fees and may change. The fee that applies to an engagement is the one stated in the Client's proposal, SOW, or invoice. A change to standard fees does not affect amounts already invoiced. For recurring Services, rAIma will give at least thirty (30) days' notice before a fee change takes effect.

12. THIRD-PARTY PLATFORMS, SOFTWARE AND SUBSCRIPTIONS

rAIma's Services may depend on third-party technology, including Make.com, Zapier, OpenAI, Anthropic, Google, Microsoft, Meta, WhatsApp, Airtable, WordPress, hosting providers, CRM platforms, payment processors, email service providers, telecommunications providers, social media platforms, and other software, APIs, cloud services, or infrastructure.

Unless expressly stated otherwise, the Client is responsible for purchasing and maintaining required third-party accounts and subscriptions.

rAIma does not control third-party pricing, uptime, availability, data policies, terms of service, API functionality, account approvals, rate limits, authentication requirements, feature availability, product changes, product discontinuation, or security requirements.

rAIma cannot guarantee uninterrupted operation of a system that depends on third-party services.

Where a third party changes or removes functionality after a system has been completed, adaptation or redevelopment may require additional fees.

13. PLATFORM ACCESS AND CREDENTIALS

The Client must provide rAIma with appropriate access to platforms reasonably required to perform the Services.

The Client agrees not to revoke required access, change credentials, disconnect integrations, or materially alter systems during implementation without notifying rAIma.

Client-caused disruptions may include revoked permissions, changed passwords, deleted assets, altered APIs, removed integrations, changed platform settings, edited databases, modified automation logic, or unauthorized third-party intervention.

Work required to investigate or restore Client-caused disruptions may incur a minimum troubleshooting fee of USD \$250, plus additional restoration or development costs where applicable.

Clients should use secure credential-sharing methods wherever reasonably available.

14. AUTOMATION HOSTING AND TRANSFER

Certain automations may be developed directly inside Client-owned accounts. Managed or more advanced systems may instead operate within rAIma-managed infrastructure where specified in the applicable project documentation.

Where the Client requires development directly inside a Client-owned automation account, this should be requested before development begins. A migration or transfer requested after development may require additional work.

Unless otherwise agreed, the minimum post-project automation transfer fee is USD \$100.

Any transfer is subject to full payment, technical feasibility, third-party platform limitations, and applicable licensing restrictions.

15. ARTIFICIAL INTELLIGENCE AND AI-GENERATED OUTPUT

The Client acknowledges that artificial intelligence systems, generative AI, machine-learning systems, large language models, and AI agents may produce results that are inaccurate, incomplete, inconsistent, unexpected, outdated, biased, misleading, or otherwise unsuitable for a particular purpose.

rAIma may design safeguards intended to reduce these risks, but cannot guarantee that AI-generated output will always be correct, appropriate, complete, or reliable.

The Client is responsible for determining the appropriate level of human review for its use case.

The Client must not rely solely on AI-generated output for decisions where an incorrect result could reasonably create significant legal, financial, medical, safety, regulatory, employment, or other material consequences, unless appropriate professional and human oversight has been implemented.

The Client remains responsible for:

- final decisions based on AI-generated information;
- communications issued by its systems;
- business rules;
- escalation procedures;
- actions authorized for AI agents;
- regulatory obligations; and
- determining whether a particular AI use is appropriate for its organization.

rAIma does not guarantee any particular business outcome from the use of artificial intelligence.

16. AUTOMATED ACTIONS AND AI AGENTS

Where a system is authorized to perform actions automatically, including sending communications, creating records, changing databases, generating documents, scheduling activities, updating CRM records, processing leads, triggering external systems, or performing other workflow actions, the Client is responsible for approving the rules governing those actions.

rAIma may recommend safeguards including human approval, transaction limits, permission restrictions, escalation rules, audit logs, testing environments, or manual verification.

Where the Client chooses not to implement recommended safeguards, the Client accepts the increased operational risk associated with that decision.

17. MESSAGING, MARKETING AND COMMUNICATIONS COMPLIANCE

Where rAIma develops systems involving email, WhatsApp, SMS, direct messaging, social media, marketing automation, lead generation, customer follow-up, or other communications, the Client is responsible for ensuring that it has the legal right and, where required, valid consent to contact intended recipients.

The Client is responsible for complying with applicable privacy laws, electronic marketing laws, anti-spam rules, consent requirements, opt-in and opt-out requirements, advertising rules, telecommunications requirements, platform policies, and industry-specific regulations.

rAIma provides technical implementation Services and does not assume responsibility for the legality of a Client's contact lists, marketing databases, recipient consent, marketing claims, communications strategy, or data collection practices.

18. CLIENT DATA AND DATA PROTECTION

The Client retains ownership of Client data.

The Client warrants that it has the necessary rights, permissions, lawful basis, and authorizations to provide data to rAIma and instruct rAIma to process that data.

When rAIma handles personal information on the Client's behalf, rAIma will:

- use it only to provide the Services and in line with the Client's reasonable written instructions;
- limit access to personnel and service providers who need it to deliver the Services;
- use service providers, including AI model and cloud providers, that apply appropriate data protection measures;
- notify the Client without undue delay after becoming aware of a security incident affecting Client data in rAIma's possession or control; and
- return or delete Client data at the end of the engagement in line with Section 4.7, unless the law requires rAIma to keep it.

Client data may be processed in countries other than the Client's own, including by rAIma team members and service providers.

rAIma will implement commercially reasonable measures to protect Client data within its possession or control. However, rAIma is not responsible for security incidents arising from:

- Client systems;
- compromised Client credentials;
- weak passwords;
- unauthorized Client users;
- Client configuration errors;
- third-party platforms;
- external service providers;
- Client failure to follow reasonable security recommendations; or
- circumstances outside rAIma's reasonable control.

The Client is responsible for maintaining appropriate backups of business-critical information unless backup Services are expressly included in the agreed scope.

Where legally required or commercially appropriate, the parties may enter into a separate Data Processing Agreement.

19. CONFIDENTIALITY

Each party agrees to protect confidential information received from the other and to use it only as reasonably necessary to perform or receive the Services.

Confidential information may include non-public business, technical, commercial, customer, financial, operational, and security information, strategy, product information, and proprietary processes.

Confidentiality obligations do not apply to information that:

- becomes publicly available without breach of these Terms;
- was lawfully known by the receiving party before disclosure;
- is independently developed without reference to the confidential information;
- is lawfully received from another person without confidentiality restrictions; or

- must be disclosed by law, court order, or regulatory requirement.

19.1 Duration

Confidentiality obligations continue for three (3) years after the engagement ends. Obligations relating to trade secrets and personal information continue for as long as that information remains protected by law.

19.2 Return or Destruction

Within thirty (30) days of a written request after the engagement ends, each party will return or delete the other party's confidential information in its possession, and confirm this in writing if asked.

This does not apply to:

1. copies kept in routine backups until those backups are overwritten in the normal course;
2. information either party must keep by law, including for tax and accounting purposes; or
3. records reasonably needed to support or defend a claim relating to the engagement.

Any retained information remains subject to this Section 19.

20. INTELLECTUAL PROPERTY

20.1 Client Materials

The Client retains ownership of intellectual property it supplies, including trademarks, logos, customer data, proprietary documents, content, images, video, business information, and pre-existing Client materials.

The Client grants rAIma permission to use such materials only as reasonably necessary to perform the Services.

20.2 rAIma Materials

rAIma retains ownership of its pre-existing or independently developed frameworks, system architecture, automation templates, methodologies, prompts, prompt frameworks, internal tools, software libraries, reusable workflows, technical methods, business processes, know-how, training materials, documentation templates, code components, and other reusable intellectual property ("rAIma Materials").

Payment for a Client project does not transfer ownership of rAIma Materials.

20.3 Client-Specific Deliverables

"Client-Specific Deliverables" are materials rAIma creates specifically for the Client under the approved scope, excluding rAIma Materials and third-party technology.

Unless the applicable agreement states otherwise, upon full payment rAIma grants the Client a perpetual, non-exclusive licence to use, copy, and modify Client-Specific Deliverables for the Client's own business purposes. This licence may be transferred only as permitted under Section 37.

Ownership of Client-Specific Deliverables transfers to the Client only where the applicable agreement expressly states this and is signed by rAIma. Any such transfer takes effect upon full payment.

Where a deliverable incorporates rAIma Materials, reusable components, or third-party technology, the Client receives the right to use those elements as part of the completed solution but does not acquire ownership of them.

Some deliverables may be created with the assistance of AI tools. rAIma does not warrant that such elements are capable of copyright or other intellectual property protection.

20.4 Third-Party Intellectual Property

Third-party software, APIs, themes, plugins, models, applications, frameworks, libraries, and other components remain subject to their respective owners' terms and licences.

21. PROJECT HANDOVER

Final handover may include, where applicable, automation scenarios, workflow documentation, website credentials, account information, API configuration information, credentials controlled by rAIma, Client-specific source files, system documentation, and agreed training materials.

Handover occurs only after applicable invoices have been paid in full.

Unless expressly included in the agreed scope, rAIma is not required to provide internal notes, development methodologies, proprietary internal tools, reusable templates, internal development environments, proprietary prompt frameworks, or other rAIma Materials.

22. WEB DEVELOPMENT-SPECIFIC TERMS

Web development projects include only the pages, layouts, features, integrations, functionality, and deliverables specified in the approved scope.

Unless otherwise stated, web development projects include a maximum of two (2) reasonable revision rounds during the applicable review phase. Additional revisions may incur additional fees.

Once a design, staging page, or other deliverable has been approved, later modifications may be a Change Request.

Unless expressly included in an ongoing maintenance agreement, rAIma is not responsible for web hosting, server maintenance, plugin updates, theme updates, CMS updates, malware monitoring, backups, domain renewal, website security, or third-party website services.

Compatibility is targeted for current versions of major modern browsers and commonly used devices. Compatibility with outdated or unsupported browsers, devices, operating systems, or technologies is not guaranteed unless expressly included.

Accessibility compliance, including any specific WCAG standard, applies only where expressly included in the applicable project scope.

23. ATTRIBUTION

For certain systems hosted, maintained, or operated using rAIma-managed infrastructure, rAIma may include a discreet "Powered by rAIma" or similar attribution.

Where white-label delivery or removal of attribution is required, this should be agreed in writing before the project begins.

24. CLIENT AND THIRD-PARTY MODIFICATIONS

rAIma is not responsible for defects, outages, data loss, failures, or unexpected behaviour caused by changes made by the Client, Client employees, external developers, contractors, consultants, other service providers, or unauthorized persons.

Where rAIma is asked to investigate or repair such issues, the work may be billed separately.

25. NO GUARANTEE OF BUSINESS RESULTS

rAlma may provide recommendations and implement technology intended to improve efficiency, customer experience, productivity, communications, conversion, operational performance, workflow management, or other business processes.

However, rAlma does not guarantee revenue, profit, sales, leads, conversions, cost savings, customer acquisition, search rankings, platform approval, message deliverability, audience growth, or any particular business result.

Business outcomes depend on many factors outside rAlma's control.

26. SUSPENSION AND TERMINATION

26.1 Termination by the Client

The Client may end an engagement at any time by written notice to support@raima.io, subject to Section 27 and any minimum commitment in the applicable agreement.

The Client may also end an engagement immediately by written notice if rAlma materially breaches these Terms and does not fix the breach within fourteen (14) days of receiving written notice describing it.

26.2 Suspension or Termination by rAlma

rAlma may suspend or terminate Services where the Client:

- materially breaches these Terms;
- fails to pay amounts due, subject to Section 4.4;
- uses the Services for unlawful activities;
- breaches Section 46;
- materially compromises system security;
- engages in abusive or threatening conduct toward rAlma personnel;
- repeatedly fails to provide required cooperation;
- directs rAlma to perform unlawful conduct; or
- creates a material legal, security, reputational, or operational risk for rAlma.

26.3 Effect of Termination

Termination does not eliminate obligations relating to Services already performed, unpaid invoices, committed third-party expenses, non-cancellable costs, or other amounts properly owed.

27. REFUNDS

Unless expressly stated otherwise, payments for completed work, time already spent, Services already provided, third-party costs, delivered retainer periods, or committed project resources are non-refundable.

If the Client terminates a project before completion, the Client remains responsible for fees relating to work performed and non-cancellable costs incurred before termination.

Where rAlma receives payment for work that has not started and rAlma decides not to provide that work, any refund due will be calculated after deducting properly incurred costs or amounts otherwise owed.

28. WARRANTIES AND DISCLAIMERS

rAlma agrees to perform its Services using reasonable professional skill and care.

Except as expressly stated in the applicable agreement, Services and deliverables are provided on an "as implemented" and "as available" basis.

To the maximum extent permitted by applicable law, rAIma disclaims implied warranties relating to merchantability, uninterrupted availability, fitness for a particular purpose, future platform compatibility, and uninterrupted third-party service availability.

Nothing in these Terms excludes any warranty or right that cannot legally be excluded.

29. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, rAIma will not be liable for indirect, incidental, special, exemplary, punitive, or consequential losses, including:

- loss of profit;
- loss of revenue;
- lost business opportunities;
- lost anticipated savings;
- loss of goodwill;
- loss of data, except to the extent caused by rAIma's breach of Section 18;
- business interruption; or
- losses arising from third-party service failures.

For a one-time project, rAIma's aggregate liability relating to that project will not exceed the amount actually paid to rAIma for the specific project giving rise to the claim.

For recurring or managed Services, rAIma's aggregate liability will not exceed the fees actually paid to rAIma for the affected recurring Service during the six (6) months immediately before the event giving rise to the claim.

For claims arising from rAIma's breach of Section 18 (Client Data and Data Protection) or Section 19 (Confidentiality), rAIma's aggregate liability will not exceed two (2) times the applicable limit above.

The exclusions and limits in this Section 29 do not apply to:

1. liability for fraud, gross negligence, or wilful misconduct;
2. the Client's obligation to pay fees and other amounts owed; or
3. the Client's obligations under Section 30.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

30. CLIENT INDEMNIFICATION

To the extent permitted by applicable law, the Client agrees to indemnify and hold rAIma harmless from third-party claims, liabilities, damages, penalties, and reasonable costs arising from:

- unlawful Client instructions;
- Client-provided content or data;
- intellectual property infringement caused by Client-provided materials;
- unlawful marketing or messaging practices;
- lack of required recipient consent;
- Client misuse of a system, including any breach of Section 46;

- the Client's violation of third-party platform terms; or
- the Client's breach of applicable law.

31. FORCE MAJEURE

Neither party is responsible for failure or delay caused by circumstances outside its reasonable control, including telecommunications or internet failure, power outages, natural disasters, fire, flooding, public health emergencies, civil unrest, armed conflict, government action, labour disruption, major cyber incidents, cloud service failures, widespread third-party outages, or comparable circumstances.

The affected party will use reasonable efforts to resume performance when reasonably practicable.

This Section 31 does not excuse any obligation to pay amounts owed.

32. INDEPENDENT CONTRACTOR RELATIONSHIP

rAlma provides Services as an independent contractor.

Nothing in these Terms creates an employment relationship, partnership, joint venture, fiduciary relationship, franchise, or agency relationship between rAlma and the Client.

Neither party has authority to legally bind the other except where expressly agreed in writing.

33. SUBCONTRACTORS AND SERVICE PROVIDERS

rAlma may use employees, contractors, specialists, consultants, cloud service providers, software platforms, or other service providers to help deliver the Services.

rAlma remains responsible for managing personnel and contractors it engages in connection with the Services.

34. INTERNATIONAL SERVICE DELIVERY

rAlma serves clients internationally. Services may be contracted with one provider, delivered from another country, supported by team members in several countries, or used by the Client in a country different from the provider's.

The Client's location does not, by itself, determine which provider the Client has contracted with or which law applies. The provider is the one identified in the Client's proposal, SOW, order form, or invoice, or rAlma Canada if none is identified.

35. GOVERNING LAW AND DISPUTE RESOLUTION

35.1 rAlma Canada Engagements

Unless a written project agreement provides otherwise, engagements with rAlma Canada are governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta. A Client's location outside Canada does not, by itself, change the governing law.

35.2 rAlma Ghana Engagements

Unless a written project agreement provides otherwise, engagements with rAlma Ghana are governed by the laws of the Republic of Ghana.

35.3 Future Entities

If rAlma begins operating through another company or entity, the Client's project documentation may identify that entity and the law that applies to the engagement.

35.4 Informal Resolution

Before starting formal legal proceedings, both parties agree to make reasonable good-faith efforts to resolve any dispute through direct discussion.

35.5 Formal Proceedings

If a dispute cannot be resolved informally, proceedings will be brought in the courts of the Province of Alberta for rAIma Canada engagements, or the courts of the Republic of Ghana for rAIma Ghana engagements, unless the parties have agreed in writing to arbitration, mediation, or another process.

35.6 Mandatory Local Laws

Nothing in these Terms excludes any mandatory consumer protection law, privacy law, data protection law, employment law, regulatory requirement, or other law that cannot legally be excluded by contract.

36. NOTICES AND OFFICIAL COMMUNICATIONS

Official contractual, project, billing, and support communications should be sent through rAIma's designated business channels. Unless another address is provided in writing, the official email for all notices and support requests is **support@raima.io**.

rAIma may send notices to the Client at the email address the Client provided in its proposal, order form, or project communications.

Messages sent through personal social media accounts, personal WhatsApp accounts, personal email addresses, or other informal channels are not formal contractual notices or support requests unless rAIma expressly acknowledges them.

37. ASSIGNMENT

The Client may not assign or transfer its rights or obligations under an engagement without rAIma's prior written consent, except as part of a genuine corporate restructuring, merger, acquisition, or sale of substantially all of the Client's business where the successor accepts the applicable obligations.

rAIma may assign or transfer an agreement as part of a corporate restructuring, merger, acquisition, internal reorganization, establishment of another operating entity, or transfer of its business.

38. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions continue in effect to the maximum extent permitted by law.

The affected provision will be interpreted or modified only as much as reasonably necessary to make it enforceable while preserving its intended commercial purpose as closely as possible.

39. WAIVER

A failure or delay by either party to enforce any provision of these Terms is not a waiver of that provision or any other right. Any waiver applies only to the specific circumstances for which it is given.

40. ENTIRE AGREEMENT

These Terms, together with the applicable proposal, SOW, invoice, order form, project agreement, and any other documents expressly incorporated into the engagement, are the entire agreement relating to the applicable Services.

They replace prior discussions, representations, communications, assumptions, or understandings relating to the same subject matter.

41. UPDATES TO THESE TERMS

rAIma may revise these Terms to reflect changes in its Services, business structure, technology, third-party platforms, applicable law, operational requirements, or commercial policies.

rAIma will give at least thirty (30) days' notice of material changes by email to Clients with active recurring Services and by posting the updated Terms on its website with the new effective date.

Updated Terms apply to new engagements from their effective date. For recurring Services, they apply from the first billing or renewal period after the notice period ends. If the Client does not agree, the Client may cancel the recurring Service before the updated Terms take effect, without any cancellation penalty.

Updated Terms do not apply to an active fixed-scope project, which remains governed by the version in effect when it began, unless the parties agree otherwise or the law requires it.

42. ELECTRONIC ACCEPTANCE

A physical signature is not required for these Terms to become binding where electronic acceptance is legally recognized.

Acceptance may occur through:

- electronic signature;
- approval of a proposal or SOW;
- payment of an invoice or deposit;
- written authorization to begin Services;
- commencement of Services at the Client's request; or
- continued use of recurring Services following notice of the applicable Terms.

Electronic communications and records may be used as evidence of acceptance.

43. SURVIVAL

Any provision that by its nature is intended to continue after completion or termination of an engagement survives that completion or termination. This includes, where applicable, provisions relating to unpaid fees, intellectual property, confidentiality, data obligations, warranties and disclaimers, limitation of liability, indemnification, non-solicitation, dispute resolution, and governing law.

44. NON-SOLICITATION

During the engagement and for twelve (12) months after it ends, the Client will not directly or indirectly hire or engage any rAIma employee or contractor who worked on the Client's project, without rAIma's prior written consent.

This does not apply to people who respond on their own to a general job advertisement not targeted at rAIma personnel.

If the Client hires or engages such a person without consent, the Client will pay rAIma a placement fee equal to twenty-five percent (25%) of that person's first-year compensation or fees.

rAIma will likewise not solicit the Client's employees for employment during the engagement and for twelve (12) months after it ends.

45. PUBLICITY AND PORTFOLIO USE

Unless the Client opts out in writing, rAIma may identify business Clients by name and logo as clients of rAIma and describe the general nature of the Services provided, in its portfolio, website, proposals, and presentations.

rAIma will not name individual Clients, or publish case studies, testimonials, screenshots, results, or performance figures relating to any Client, without the Client's prior written approval.

rAIma will not disclose the Client's confidential information in any publicity.

Clients may withdraw consent at any time by emailing support@raima.io. rAIma will stop new uses within a reasonable time, but is not required to recall materials already published or distributed.

46. ACCEPTABLE USE

The Client must not use any system, automation, AI agent, website, or other deliverable provided by rAIma to:

1. break any law or regulation;
2. send spam or messages to people who have not given any required consent;
3. impersonate any person, or mislead people into believing they are communicating with a human when the law or platform rules require AI disclosure;
4. create or distribute deepfakes, or use a person's voice or likeness without their permission;
5. harass, threaten, defraud, or discriminate against anyone;
6. collect, use, or share personal information unlawfully;
7. create or distribute malware, or gain unauthorized access to any system or account;
8. create or distribute sexual content involving minors, or content that promotes violence or hatred;
9. infringe anyone's intellectual property or privacy rights;
10. break the terms of any third-party platform the system connects to; or
11. make significant legal, financial, medical, employment, or safety decisions about people without appropriate human review, as described in Section 15.

rAIma may suspend or terminate Services immediately under Section 26 if it reasonably believes the Client has breached this section. The Client is responsible for any resulting claims under Section 30.

47. AGREEMENT AND ACCEPTANCE

By engaging rAIma, the Client confirms that they:

- have had an opportunity to review these Terms;
- understand the nature of the Services being purchased;
- have had an opportunity to request clarification where necessary; and
- agree to be bound by these Terms.

These Terms are published at raima.io/terms and apply to all engagements entered into from the effective date shown above.