

## End Users License Agreements and Legal Implications for Nigerian Users

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**ABSTRACT:** *The acceptance of EULAs by Nigerian users raises important legal implications. Users may face challenges related to privacy, data protection, intellectual property rights, and dispute resolution. EULAs are legal contracts that establish the terms and conditions under which end users can access and use software applications. Understanding EULAs is crucial for both software developers and end users. However, the complexity and length of EULAs often make them difficult for end users to comprehend and raise concerns about informed consent. The lack of user understanding and awareness regarding EULAs is a significant problem. The study examined end users license agreements and legal implications for Nigerian users. The study employed quantitative research approach and self-structured questionnaire used to collect the needed data. A sample size of two hundred and two sample of respondents was used for the study. Descriptive statistics was used to analyzed the collected data via the aid of Statistical Package for Social Science (SPSS). The findings revealed that EULAs have significant legal implications for users in Nigeria, shaping their legal relationship with software providers and influencing aspects like data privacy, usage rights, and dispute resolution.*

**KEYWORDS:** end users license agreements, legal, implications, Nigerian users

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### INTRODUCTION

The rapid expansion of technology and the widespread utilization of software applications have brought about the emergence of End User License Agreements (EULAs). EULAs represent contractual arrangements between software developers/vendors and users, delineating regulations governing usage, rights, and responsibilities. In Nigeria, the significance of EULAs is underscored by the escalating adoption of technology across all sectors. Factors such as increased internet accessibility, heightened mobile device usage, and the digitization of industries are propelling the growth of the Nigerian software market (Chiemeke & Imafidor, 2020), underscoring the pivotal role of the legal framework

governing EULAs. Nevertheless, the legal landscape pertaining EULAs in Nigeria remains relatively nascent. While extant laws encompass technology-related matters, they lack specificity regarding EULAs, thereby giving rise to concerns regarding their equitability, enforceability, and the level of user awareness.

Furthermore, the rapid progression of technology often surpasses the establishment of comprehensive regulatory frameworks specifically tailored to digital services. This dynamic can potentially expose users to unforeseen legal consequences, emphasizing the need for a nuanced analysis of the interplay between swiftly evolving technological landscapes, the adaptation of End User License Agreements (EULAs), and the essential legal safeguards required to protect user rights. Adding to the complexity is the unequal power dynamic between software providers, frequently multinational corporations, and individual users. This power disparity often places users who may lack legal expertise or negotiation leverage, in situations where they feel compelled to accept EULAs without a full understanding of the implications. This power imbalance exacerbates issues related to informed consent, accountability, and fair legal recourse. As highlighted by Oluwole (2019), users may unwittingly consent to terms that infringe upon their privacy rights or grant excessive control to software developers or vendors.

Additionally, contemporary users routinely encounter EULAs when engaging with various software applications, yet grasping and navigating these legal documents poses significant challenges. The intricate nature and extensive length of EULAs, combined with their legal terminology, frequently lead users to overlook critical clauses and potential repercussions. This lack of comprehension constitutes a significant issue, as users may inadvertently breach EULA terms, resulting in legal disputes, loss of software access, privacy breaches, or financial liabilities. Moreover, the inconsistent presentation of vital information, such as data usage policies, intellectual property rights, and dispute resolution methods, further user confusion.

Given the multifaceted problems outlined above, the current research aims to investigate End User License Agreements and their legal implications for users in Nigeria. In addressing these issues, the study has identified the following objectives.

The aim of this research is to examine the legal implications of End User License Agreements for Nigerian users. Specifically, the seeks to achieve the following:

1. To analyze the current legal framework and regulations pertaining to EULAs in Nigeria.
2. To assess the effectiveness and enforceability of EULAs in the Nigerian jurisdiction.
3. To identify the rights, obligations, and potential challenges faced by Nigerian users within EULAs.
4. To compare EULA practices in Nigeria with international standards and best practices.

## **LITERATURE REVIEW**

### **Understanding EULAs**

End User License Agreements (EULAs) are commercial agreements between software developers or sellers and end users that specify the terms and conditions for the usage of software applications Smith & Johnson (2019). EULAs are intended to safeguard the interests of software creators while also outlining the rights, obligations, and limitations imposed on end users. They often address issues such as licensing scope, intellectual property rights, usage limits, and dispute resolution processes.

### **EULAs in the Global Context**

EULAs are commonly utilized in the global software industry; however, their content and applicability can vary by country. In many nations, EULAs are deemed legally binding contracts between the involved parties, yet their enforceability may hinge on specific legal prerequisites or consumer protection statutes in other jurisdictions (Ricci, Breitingner, & Baggili, 2019). The substance of EULAs and the terms and conditions they encompass may undergo alterations due to regional legal frameworks and cultural considerations. These modifications might include provisions related to data collection and privacy, constraints on reverse engineering, or limitations on the transfer of software licenses. Depending on the legal jurisdiction, the specific criteria and execution of these agreements can exhibit differences

### **EULAs in Nigerian Jurisdiction**

In Nigeria, the legal framework concerning End User License Agreements (EULAs) is in the process of evolving, and there is currently no dedicated legislation addressing EULAs specifically. Nevertheless, existing laws do offer some guidance on intellectual property rights and data protection as they relate to software. For example, the Nigerian Copyright Act recognizes software as a form of literary work and extends protection to software developers (Oluwole, 2019). Additionally, the National Information Technology Development Agency (NITDA) Act serves as a regulatory instrument for software, providing directives pertaining to data security and cybersecurity. Notably, Nigerian courts have begun to adjudicate cases linked to EULAs, thereby contributing to the gradual development of legal precedents in this domain. These legal advancements signify the increasing recognition of the significance of EULAs within the Nigerian legal system

### **Legal Framework and Regulations for EULAs in Nigeria**

In Nigeria, the legal structure pertaining to End User License Agreements (EULAs) encompasses a variety of statutes, regulations, and directives that influence the licensing and distribution of software. The Nigerian Copyright Act is a fundamental piece of legislation safeguarding software as a category of literary works. It establishes the rights of software creators and outlines remedies for breaches of these rights (Oluwole, 2019). This legislation also delineates principles regarding data protection, encompassing the collection, processing, and retention of personal data. These legal frameworks collectively serve as the groundwork for examining the legal implications of EULAs in Nigeria.

### **Legal Implications for Nigerian Users**

The acceptance of End User License Agreements (EULAs) by Nigerian users gives rise to significant legal considerations. Users encounter potential issues concerning privacy, data protection, intellectual property rights, and conflict resolution. EULAs may contain clauses that bestow software developers with an excessive degree of authority over user data or restrict users' capacity to exercise their entitlements (Oluwole, 2019). As an illustration, certain EULAs may encompass provisions permitting the collection and sharing of personal data without securing explicit user consent. Furthermore, the enforceability of EULAs and the resolution of disputes pose intricate challenges within the Nigerian context. Users may encounter obstacles when seeking redress for breaches of EULA provisions or when asserting their rights in the event of conflicts with software developers or vendors

### **Comparative Analysis of EULAs in Other Jurisdictions**

Conducting a comparative examination of EULAs in different legal jurisdictions offers valuable insights into international norms and optimal procedures. Countries such as the United States and the European Union have specific legislative provisions and legal precedents that address the enforceability and equity of EULAs (Ricci, Breitingner & Baggili, 2019). In the United States, courts have generally upheld the enforceability of EULAs; nevertheless, specific clauses may undergo scrutiny based on factors like unconscionability or alignment with public policy. In contrast, the European Union, through the Consumer Rights Directive, imposes standards for equity and transparency in consumer agreements, which encompass EULAs.

Drawing comparisons with these legal jurisdictions can facilitate the identification of areas where the Nigerian legal framework may be lacking and offer insights into ways to enhance EULA practices in Nigeria. By aligning with international norms, Nigeria can bolster the safeguarding of user rights and foster just and transparent contractual relationships between software developers and users

### **Current Practices and Issues Surrounding EULAs in Nigeria**

The current state of EULAs in Nigeria mirrors the dynamic transformation of the software industry and evolving user demands. Issues arise concerning the absence of transparency, limited user awareness, and the presence of intricate legal language within EULAs (Oluwole, 2019). Numerous EULAs are extensive and written using complex legal terminology, potentially posing challenges for the ordinary user to grasp. This lack of clarity can result in users consenting to terms without a complete understanding of their consequences

### **Empirical Studies**

The chosen studies represent prior research that sheds light on various facets of EULAs. Ugwuoke (2016) conducted an investigation into the enforceability of these agreements in Nigerian courts. Their research involved a thorough analysis of relevant legal precedents and principles, offering insights into the degree to which Nigerian courts recognize and uphold EULA provisions. This foundational knowledge is essential for comprehending the legal consequences of EULAs for Nigerian users.

Adegbite, Babalola and Oyeyemi (2023, February 1) critically appraised Nigerian laws concerning EULAs and consumer rights. The study examined the extent to which Nigerian laws protect consumer rights within EULA agreements and addressed potential gaps or areas for improvement in consumer protection legislation. This analysis highlights the need for robust consumer rights provisions within EULAs. Fatoba (2019) contributed a Nigerian perspective on the legal complexities within EULAs. The research scrutinized the specific legal complexities and obstacles confronted by software developers and users in Nigeria during the formulation, acceptance, and enforcement of EULA provisions. This examination underscores the unique challenges embedded within the Nigerian legal framework and their influence on EULA practices

Eze (2021) conducted a comprehensive analysis of the privacy implications associated with EULAs in Nigeria. Through a thorough examination of EULA provisions and pertinent legal statutes, the study underscored potential privacy risks and concerns relevant to user data privacy within the Nigerian context. Grasping these privacy implications assumes paramount importance in ensuring the adequate protection of user data rights. Christopher (2016, February 7) undertook a survey-based study aimed at gauging user awareness of EULA provisions in Nigeria. The study's findings provided valuable insights into the extent of user comprehension and awareness regarding the terms and conditions delineated in EULAs. Recognizing the gaps in user awareness holds significant value in empowering users and enhancing their interaction with EULA agreements.

Roland et al. (2020) conducted a legal analysis concerning the interplay between End User License Agreements (EULAs) and software piracy within Nigeria. Their study scrutinized the efficacy of EULAs in combatting software piracy and explored the legal avenues available to software developers for safeguarding their intellectual property rights. The results shed light on the challenges confronted by Nigerian developers in combating piracy and the prospective role of EULAs in addressing this issue. Ekweozor (2020) conducted an examination of the legal ramifications of End User License Agreements (EULAs) on data sovereignty in Nigeria. The research delved into the provisions within EULAs relating to data collection, storage, and transfer and their repercussions on national data sovereignty. The outcomes underscored the imperative need for robust data protection regulations and mechanisms to preserve the data sovereignty of Nigerian users.

Okafor and Nnaji (2019) conducted a legal analysis to elucidate the implications of End User License Agreements (EULAs) on open-source software within Nigeria. The study explored how EULA provisions intersected with the principles of open-source software licensing, unveiling the legal intricacies and considerations relevant to developers and users. The findings furnished valuable insights into the legal dynamics between EULAs and open-source software within the Nigerian context. Champagne (2021) delved into the user perspective concerning End User License Agreements (EULAs) and software updates within the Nigerian context. The research probed into how users perceived and experienced software updates mandated by EULA provisions. The findings shed light on user attitudes, preferences, and challenges associated with software updates in the Nigerian user context.

## **MATERIALS AND METHODS**

According to Melnikovas (2018), methodology serves as a crucial research strategy that delineates the procedures governing the conduct of research. The approach adopted in this study centres on quantitative research methodology, employing surveys as the chosen method for data collection and relying on descriptive analysis to extract insights from a specific group of participants. Quantitative research methods involve the use of numerical data and mathematical computations, in contrast to qualitative approaches that entail the collection of comprehensive, narrative data (Saunders et al., 2016). This research has opted for a quantitative research approach to fulfil its research objectives primarily because it involves the collection of numerical data as opposed to non-numeric information

### **Sources of Data Collection**

In this study, we obtained primary data by administering a custom-designed survey questionnaire. The decision to use a questionnaire survey was based on the intention to create a conducive environment for respondents, allowing them sufficient time to furnish the study with precise information. Conversely, the secondary data utilized in this research consists of textbooks, academic journals, articles, magazines, and unpublished materials.

### **Population and sample size of the Study**

In this study, the population comprises 420 participants, representing a diverse group of software users in Nigeria. As a result, questionnaires were distributed to these software users. The questionnaire was organized based on five variables, and each respondent was provided with a set of 25 questions to solicit their perspectives on EULAs. The sample size of 202 respondents was determined using Taro Yamane's formula.

### **Instrument for Data Collection and Analysis**

The research methodology applied in this study entails the utilization of online questionnaires as the primary instrument for data collection. These online questionnaires offer the advantage of tailoring questions to the unique characteristics of each respondent, thereby enhancing the richness of the collected data (Feng, Duives, Daamen, and Hoogendoorn, 2021). In terms of validity, the questionnaires were first reviewed by a panel of experts consisting of lecturers, legal practitioners, and departmental specialists. Their role was to identify and address any ambiguity(ies), incompleteness, or other issues within the questionnaire. The feedback provided by these experts was then incorporated to refine the final version of the questionnaire, ensuring its validity before implementation.

Furthermore, a reliability test was conducted to assess internal consistency. The Cronbach's alpha method was employed, and the results of the reliability test indicated that all items possessed a Cronbach's alpha coefficient value exceeding 0.70. To present the findings clearly, descriptive techniques, including frequencies, percentages, tables, and charts, were employed with the assistance of the Statistical Package for Social Sciences (SPSS)

## RESULTS AND DISCUSSION

In this section, the researcher formulated fifteen questions regarding end user license agreements and their legal implications for Nigerian users. These questions were administered to the sample respondents for their responses. Respondents had the opportunity to express their views on a scale of 1 to 4, where 1 indicated disagreement, 2 represented indifference, 3 signified agree, and 4 denoted strongly agree for the closed-ended questions. The results are presented in the table 4.1 below. A total of 202 questionnaires were distributed, utilizing both online platforms and physical distribution methods. Among these, 184 were returned by participants. Following a meticulous review, 172 questionnaires were considered complete and suitable for the analysis, while 12 were excluded due to incompleteness. Subsequently, the collected data was interpreted and analyzed using Statistical Package for Social Sciences (SPSS) software version 25 to perform Descriptive Analysis.

**Table 4.1 Descriptive Statistics**

S/N	ITEMS	Strongly Agree	Agree	Indifference	Disagree	Mean	STD
	<b>Current Legal Framework and Regulation of Eula</b>						
1	The existing regulations provide sufficient transparency and clarity in EULAs, making it easy for end users to understand their rights and obligations.	33 (19.2%)	90 (52.3%)	24 (14%)	25 (14.5%)	2.7791	.91000
2	The current legal provisions ensure fair and reasonable terms in EULAs, preventing the inclusion of unfair or unconscionable clauses.	40 (23.3%)	82 (47.7%)	34 (19.8%)	16 (9.3%)	2.8488	.88546
	<b>Effectiveness and Enforceability of EULA</b>						
3	The effectiveness of EULAs in Nigeria contributes to a fair and balanced relationship between software providers and end users.	34 (19.8%)	80 (46.5%)	37 (21.5%)	21 (12.2%)	2.5640	.94373
4	The enforceability of EULAs in Nigeria ensures that software and application providers can hold end users accountable for violations.	40 (23.3%)	82 (47.7%)	27 (15.7%)	23 (13.4%)	2.8081	.94488
	<b>Right, Obligation and Challenges of EULAs</b>						
5	Users in Nigeria encounter challenges in seeking legal recourse or resolution when disputes arise from EULA	50 (29.1%)	83 (48.3%)	24 (13.9%)	15 (8.7%)	2.9884	.87852

	violations.						
6	EULAs in Nigeria effectively inform users about potential risks, limitations, and liabilities associated with the software or application.	37 (21.5%)	86 (50%)	33 (19.2%)	16 (9.3%)	2.8198	.86319
	<b>Eula Practice in Nigeria, International Standards and Best Practice</b>						
7	Nigerian EULAs provide comprehensive information on user rights, limitations, and obligations, in line with international best practices.	39 (22.7%)	73 (42.4%)	35 (22.1%)	25 (14.5%)	2.7326	.97242
8	EULA practices in Nigeria meet international standards concerning transparency and disclosure of essential information to end users.	41 (23.8%)	67 (39.0%)	31 (18.0%)	33 (19.2%)	2.7209	1.00468
	<b>EULA Legal Implication</b>						
9	I am aware that accepting software's EULA creates a legally binding agreement between me and the software company.	53 (30.8%)	91 (52.9%)	44 (25.6%)		14 (8.1%)	3.1570
10	It is important to read and understand the EULA before using software to know its legal terms and conditions.	78 (45.3%)	79 (45.9%)	11 (6.4%)		4 (2.3%)	3.3547

Based on the research aim and objectives, to understand end users license agreement and its legal implication of Nigeria users. Here, the research presents the discussion of findings and interpretation to the questions.

Based on the study's analysis, most respondents concurred that the existing legal provisions ensure equitable and reasonable conditions within End-User License Agreements (EULAs), and the prevailing regulations adequately address concerns related to data privacy and security within EULAs. In essence, the majority of those surveyed believe that the current laws and regulations governing EULAs, which users typically accept when installing software or using online services, are crafted to ensure a fair and reasonable deal for users, without undue bias in favor of the companies providing the software or services. Furthermore, the outcome suggests that most respondents are of the opinion that the current legal regulations effectively address issues concerning data privacy and security within EULAs, indicating confidence that these laws and rules are sufficient to safeguard user data and ensure security when entering into EULAs. The results also disclosed that EULAs' effectiveness in Nigeria fosters an equitable and harmonious partnership between software providers and end-users. Additionally, the enforceability of EULAs in Nigeria guarantees that software and application providers can hold end-users responsible for breaches. This signifies that the provisions detailed in the EULAs are structured to ensure that the rights, obligations, and interests of both parties are thoroughly considered. Furthermore, the outcome



demonstrates that EULAs in Nigeria are legally binding, allowing software and application providers to take action against end-users who violate the terms specified in the EULA.

The findings additionally indicate that individuals in Nigeria generally feel well-informed about their rights and entitlements as stipulated in EULAs. Respondents also concurred that individuals in Nigeria confront obstacles when attempting to find legal remedies or solutions for disputes stemming from EULA violations. This implies that users are knowledgeable about the terms and conditions they consent to when using software or applications, encompassing their rights and the restrictions on those rights. Furthermore, it suggests that users in Nigeria encounter difficulties when endeavouring to pursue legal actions or resolutions in situations where disputes arise due to breaches of the EULA. In such cases, it may be challenging for users to navigate a legal process to address the issue and seek a resolution. The results also indicated a strong consensus that EULA practices in Nigeria largely conform to global standards in fostering equitable and harmonious interactions between software providers and end-users. Furthermore, it was found that EULA practices in Nigeria align with international criteria regarding transparency and the provision of critical information to end-users. This implies that the manner in which EULAs are formulated and put into practice in Nigeria is viewed as in keeping with worldwide norms for establishing fair and balanced relationships between software providers and their customers. Finally, respondents concurred that they possess awareness that accepting a software's EULA establishes a legally binding agreement between them and the software company. They also expressed the view that EULAs effectively convey the rights and limitations associated with software usage. This signifies that the surveyed individuals grasp the fact that by accepting software's EULA, they are entering into a legal pact with the software provider, defining the conditions under which the software can be employed. This underscores the clarity and comprehensibility of EULAs, enabling users to understand their rights in using the software as well as the accompanying limitations and constraints.

## **CONCLUSION**

End User License Agreements (EULAs) carry significant implications for Nigerian users, extending beyond the simple act of using software or digital services. These agreements establish the rules governing interactions with software or digital platforms and hold legal consequences. Users need to appreciate the legal context in which EULAs operate, recognizing their legally binding nature and the importance of comprehending the rights and responsibilities they entail. Paying careful attention to provisions concerning user rights, limitations, and obligations is vital to avoid unintentional violations. The mechanisms for resolving disputes and the specifics of legal jurisdiction demand thorough consideration within the intricate legal landscape. In an era marked by heightened concerns regarding data privacy, users must prioritize understanding the data collection practices outlined in EULAs, particularly within the evolving landscape of Nigerian data protection laws. The impact of clauses related to liability, intellectual property, updates, and termination underscores the depth of users' engagement with EULAs, offering informed choices and potential legal remedies.

The interaction between EULAs and Nigerian consumer protection laws add complexity, necessitating thoughtful consideration to align agreement terms with statutory safeguards. EULAs' fairness and enforceability within the Nigerian legal framework serve as protective measures against unjust terms. Users should approach EULAs not as mere formalities but as legally binding agreements. This realm demands diligence, critical thinking, and legal guidance to effectively navigate its implications. Empowered understanding equips users to navigate this landscape prudently, ensuring the protection of their rights and legal standing.

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