Linguistic Exploitations in T&C/T and S Apply: A Matter in the Digital Age

Faleke Victoria Ogunnike[1]
Bernard Ampong[2]
Emmanuel Antwi Fordjour[3]

[1]vofaleke@gmail.com
[2] xbenus@yahoo.com
[3]eafordjour@gmail.com

[1]https://orcid.org/0000-0002-1392-593x
[2]https://orcid.org/0009-0009-7841-7950x
[3] https://orcid.org/0000-0003-0415-304x

[1,2,3]Kwame Nkrumah University of Science & Technology Kumasi, Ghana, Department of Language and Communication Sciences

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ABSTRACT

The study considers the 'Terms and Conditions (T & Cs) Apply' as a data for the study. The main objective is to highlight the linguistic exploitation inherent in the document also known as 'Terms of Services' (T & Ss). T & Cs Apply is a legal agreement between a service provider and the person who requests for the service, of which the recipient must agree by abiding by the Terms of Services in order to use the offered service(s). The study takes into cognizance a qualitative approach and a random data sampling of 'T & Cs/T & Ss Apply' of the following institutions: banks, online businesses and network service providers. Twenty of T&Cs Apply documents of banks, some online businesses and some networks providers were sampled from online between June 2022-2023 January. They were downloaded, screenshot (where they could not be downloaded) and were scanned through to ascertain their features. The pragmatic concept used to account for the data is the 'Cooperative Principle' (CP). All the maxims were used to account for the data. The following findings were revealed: linguistic verbosity, linguistic falsity, linguistic ambiguity, and linguistic irrelevance. The study concludes that there are breakdowns of the maxims. The breakdown of the maxims transcends impositions on the users' right and infringement of their human rights. The study recommends that the cyberspace is another space for human existence in the 21st century, where many human engagements take place; therefore, all legal documents need to be properly disseminated. The study calls for simplicity of language use.

Keywords: Digital Age, Exploitation, Linguistic, Terms and Conditions, Terms of Services

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I. INTRODUCTION

The investigation of language is known as linguistics. It is defined as the systematic inquiry into human language- into its structures and uses and the relationship between them, as well as into the development and acquisition of language (Finegan, 2004). The scope of linguistics includes language structure (i.e. the grammatical competence underlying it) and language use (i.e. its underlying communicative competence). Osisanwo (2003) says, "language is a human vocal noise or the arbitrary graphic representation of this noise used systematically and conventionally by members of speech community for purpose of communication. The definition shows two levels of language, which are vocal noise (speech) and graphic representation (written/signs). He stresses that they are used by speech communities for the purposes of communication coherent and patterned in a perceptual structure. The essence of language is communication. It is designed in such a way that interlocutors would hear/read and understand themselves. Language therefore is the quintessence of communication. It is a sine qua non of human existence and the raison d'etre. Halliday (1992) identifies three major functions of language as ideational, interpersonal and textual. Language is used to create a concept (the ideational role), to relate with one another for various obvious reasons (the interpersonal role). The ideational and the interpersonal roles correlate with the textual function as they are written down in a form of text for further use and usage. This corroborates with Brown and Yule (1986's) assertion that what is spoken could be written down, and what is written could be spoken. In other words, the spoken and the written aspect of language are intertwined for a language user to use.

Another aspect of language is paralanguage or paralinguistics. It is the non-lexical component of communication by speech. It includes the use of intonation, tone, pitch and speed of speaking hesitation noises, gestures, facial expressions, etc... These are extralinguistic features in language nuances that modify meaning. They convey emotional meaning in communication. Language is an important aspect of every human endeavor. Every profession depends on language in the engagements of one transactional role or the other. For example, to the

physician, language is the first tool in their toolbox as they engage their patient in an interactional investigation before making any diagnostic decision (Odebunmi, 2005; Faleke, 2018). So it is with the lawyer, who needs to engage in crucial verbal encounters with their clients before they could take any professional decisions.

The 21st century is known with the advent of Hi-tech technology with massive linguistic innovations and manipulations. It is believed that, the presence of people on the World Wide Web (www) via the internet is three times larger than the presence of human on the terrestrial sphere. The advent of technology has had a great impact on language. If there is any era that had had robust lexical incursion in the linguistic domain, it is the 21st century and not the era of the Great Vowel-Shift as history has recorded (Oliinyk et al., 2022; Giancarlo, 2001).

In the contemporary time, the internet is everything to most people. The World Wide Web affords people the opportunity to interact through various social media network. Business transactions of various kinds are prevalent on the cyberspace. For example, people use the internet for electronic mall; it is evident that "at least 85% of inhabitants of cyberspace send and receive some 20 million e-mail messages across the internet every week" (Mayer et al., 1995). Others are research documents, downloading files, discussion of group programmes, interactive networking, private mailing list, self-manage games, education and self-improvement activities, friendship and dating, electronic newspapers and magazines, (this includes late-breaking news, weather, and sports), job hunting, classified ads, shopping - "cybermall". In recent times, people engage more in cybermall more than the physical shopping.

It has been observed that individuals, corporations, business people and groups use the internet primarily as a communication vehicle as these users reduce their use of fax machines, telephones and the postal service (Mayer et. al, 1995). The internet has continued and will continue to change how we view the world. Thus, the concern of this study is to draw the attention of lawyers (the jury) on legal rights of consumers embedded in 'T&Cs or T&Ss Apply', which is the internet law that binds sellers and buyers together on the cyberspace whenever transactions are made. The study also aims at drawing the attention of lawyers to the linguistic manipulations used by the cyberspace users, especially as it concerns Cybermalls.

1.1 Statement of the Problem

In spite of the fact that the presence of people on the cyberspace in recent times is on the increase, there is paucity of linguistic research on the way online service providers use language on the T&Cs /T&Ss Apply. Studies on digital discourse have sufficed on language use in chat rooms. For instance, the study on the misuse and omission of punctuation marks on Twitter and WhatsApp (Bamigbade & Ojetola, 2020). Likewise, works on WhatsApp messages among some students in Godfrey Okoye University, where the author addresses their communicative acts among others on WhatsApp forums (Osiaku, 2020). Other studies on computer-mediated communications have examined language use in emails, blogs, Facebook, etc., but none on the legal transactional language that binds service providers and subscribers as are embedded in 'Terms of Conditions or Terms of Services Apply'.

However, it has been observed that transactional linguistics is an emerging research area in language studies. This study would provide an existing platform for transactional linguistics that would bridge an interdisciplinary collaboration. Transactional linguistics (TL) deals with transactional functions of language during business transactions or service encounters. The encounters are based on Transactional Legal Language (TLL). The main aim of this research is to unveil the linguistic exploitations in the T&Cs/T&Ss Apply in cybermall transactional encounters.

1.2 Research Objectives

The objectives of the study are to:
  i.   define the term T&Cs Apply.
  ii. highlight the various ways service providers disseminate the T&Cs Apply.
  iii. state that the cyberspace is another world for human existence in the contemporary time, where language is in use.
  iv. inform that T&Cs Apply is exploitative.
  v.   use the Cooperative Principle (CP) to account for the data.

II. LITERATURE REVIEW

The advent of computer has increasingly improved digital interactions in its entire ramification. Digital interaction is the possibility to interact with people or users within the cyberspace. There is linguistic paucity on digital legal transactions. Linguistically, the few existing literatures on digital humanities have been on digital encounters in chartrooms and not specifically on legalese. Legalese according to WorldNet Dictionary is a style that uses the abstruse technical vocabulary of law. Neither is there any linguistic research that has considered the T & Cs or T & Ss saga as a data for any linguistic analysis. It is confirmed that legal communication has become an important

area of research due to largely central function of law in human society (Ope-Davies & Ademola-Adeoye, 2019). They further explicate that the ability to enable the message and decode the meaning in such texts depends largely on the roles of some discursive devices that hold one part of the text with another.

The study tries to differentiate language use in this important social institution from that of other fields. This view corroborates with Thorne (1997) that "the language of law is very distinctive and its lexical and syntactical patterns owe much to traditional forms of English". Its conservatism is linked directly to the need for unambiguous language that has already been tried and tested in the courts. By retaining traditional lexis and syntax, lawyers can be confident in the language of the law and order, and prevention of anarchy. Non-professionals unfortunately could not easily decode the distinctiveness of legalese. However, this is the advantage that the service providers have over the masses in order to couch them in the choice of words embedded in the digital transactional legal document otherwise known as *T & Cs or T & Ss Apply*.

To affirm the fact that traditionally, the courts and other legal apparatus in general function to regulate human behavior and resolve conflicts, hence, the essence of language use in any legal document needs to serve the very purpose in every human endeavor in its wider social implication (Ope-Davies & Ademola-Adeoye, 2019). Legal documents are to play a vital role in the adjudication procedures brought before any jury. Language forms the basis for a meaningful, goal-driven, interpersonal and communicative act in every institutional milieu. The discourse in court is a social practice and the meanings are expressed and exchanged in social settings, where language plays some vital roles (Mayer et. al., 1995).

2.1 The Notion of Terms and Conditions Apply

The always-abbreviated online transactional legal term (TLT, henceforth) popularly known as T&Cs or T&Ss Apply have their full forms as *Terms and Conditions* or *Terms of Services* respectively. They are sometimes referred to as 'End User License Agreement'. They are legal agreement between the service providers and the person who requests for the service, of which, the person who requests for the service(s), the recipient, must agree by abiding by the terms of service in order to use the offered service. The study refers to it in this context as cybermall legal term language (CLTL). The T& Cs or T&Ss Apply is mostly used in online transactions.

The 21st Century has ushered the world into another world –the space or cyberspace, where it is believed that the presence of people on the web space is thrice the capacity of people on the terrestrial planet. It is after the transactional document that an agreement button of 'agree' or 'disagree', 'agree' or 'decline', 'accept or deny', comes on for the recipient to click before proceeding to the final stage of the purchase. Almost everything done on the planet is done three times on the web space, hence, the necessity of the legal document called the 'T&Cs or T&Ss Apply' to be reviewed by lawyers. In addition, it is imperative for the cyberspace to have cyber lawyers, where their main role is to adjudge all the legal issues on cyberspace.

Ideally, transactors are supposed to read and assimilate what has been read and take the right decision. Nevertheless, often than not, most people do not read it (raw data). This confirms the interviewers view carried out in this research to ascertain whether majority of cybermallers do read it before making their payments. It was confirmed that majority of people who used their services do not read all or do not read it at all before concluding their transactions.

Cybermall users in the third world countries are faced with obvious challenges of high data tariff, low battery (because of epileptic power supplies). Others are lack of time to be able to read thoroughly the information supplied in the cybermall legal document; they hastily scroll down to the agreement- disagreement button in order to conclude the transaction of which the service providers assumed it had been read. There is no sensor attached to the T&Cs or T&Ss to censor users in order to checkmate those who default in reading before agreeing. Legal documents are important documents. It is in attestation that the nature and structure of legal language (document) stems from the critical role the legal institution plays in human society (Ope-Davies & Ademola-Adeoye, 2019). Thus, documents containing legal information are to be valued. The internet in the contemporary time has come to be part of human existence, thus, any legal documents are to be carefully read, assimilated and conform to the deeds of agreement before consenting to the deed.

The terms and conditions of use also contains some sub-policies sometimes called '*Privacy Policy*'. The Privacy Policy (PP) has a redirect link which a user is expected to read also. It is always stated on the T&Cs or T&Ss Apply that the PP is part of the terms and conditions of use. Service providers always enjoin cybermallers to read the full terms and conditions. Thus, "we recommend that you read the full terms of conditions of use below carefully as they create a legally binding agreement between you and… (the elliptic sign is the name of the service provider, which is omitted in this study). As much as it is there for consumers to read and apply, often than not they are never read by consumers.

2.2 Theoretical Review

The theory adopted for the analysis of this research is Pragmatics. It has been observed to be apt for lawyers in accounting for meaning in language use. This is because of the practical information its various concepts provide in unraveling the invisible meanings that underline the way language users use language. Pragmatics is a Greek word, it is known as '*Pragmatikos*' and in Latin as *'Pragmaticus'* to mean *deed, action* or *practical* (Sayibova & Kertayeva, 2023). It is an interdisciplinary linguistic concept, which has been defined in various linguistic purviews yet one-thing stands out in almost all the definitions and that is that, it depends on context to reveal the invisibility of meaning. Pragmatics in many ways studies the `invisible` meaning or how we recognize what is meant even when it isn't actually said (or written)" (Yule, 2002). Yule further stresses that it is in order for that to happen, speakers (and writers) must be able to depend on a lot of shared assumptions and expectations.

The investigation of these assumptions and expectations provides linguistic analysts or investigators with some insights into how more get communicated than said. Pragmatics is also seen by other schools of thought as the study of meaning in context. These schools of thought are influenced by the works of the Anglo-American school exemplified by such scholars as Levinson (Levinson, 1983; Cole, 1981; Kempson, 1975; Gazdar, 1979; Akhimien, 2019). Context has been described to be key in Pragmatics. In affirmation, one of the premises of sentence semantics is that sentences must be divorced from the context in which they are uttered; this means that it is the belief of sentence semanticist that sentences and utterances must be distinguished (Finegan, 2004).

In addition, to a language user, this premise is strange and counter intuitive because so much meaning depends on context. However, this is different with Pragmatics because it accommodates both sentence meaning and utterance meanings, which are captured in conventional and conversational meanings respectively. The conventional meaning tilts towards grammatical meaning and conversational meaning deals with an utterance meaning. In certain cases, the conventional meaning of a word determines what it implicates and what is said (Odebunmi, 2005). The data used for the analysis of this study is conventional acts (text). Pragmatics, the study of intended meaning affords the language user the opportunity to explore the intended meanings of every speech events.

Another pragmatic concept that aids meaning easily is presupposition. It is the way speakers design their linguistic messages based on assumption about what their hearers already know. Speech acts theory is used by Pragmaticians to account for language use. A Philosopher called J. L. Austin in 1962 first conceived it (Austin, 1962). The idea is premised on the platform that we perform certain actions when we speak (or write), that is, language is not only used in saying things, but in performing actions. This act culminated into three main acts, which he believed actions are performed. They are locutionary act, Illocutionary act and perlocutionary act.

The locutionary act signifies the act of saying, which is indicated by the utterance of certain noises or uttering certain vocables or word. The illocutionary act is when one's intentions are made known via speech utterances. And the perlocutionary act is the effect the speaker produces on the hearer as a result of the utterance made or the force of such an utterance. This theory has been conceptualized into Speech Acts (SA), which deals with actions such as requesting, promising, commenting, questioning, or informing, etc.

Inferences are additional information used by a listener to connect what is said to what must be meant. Entailment, Politeness Principle, etc., all suggest some bases for achieving meaning in language use. Understanding how language has been used in meaning is the umbilical cord in the law profession, which lawyers use to annex their professional technical knowledge in order to arrive at accurate and meaningful judgment; thus, the knowledge gained in Pragmatics is a helpful hint to the law profession.

2.3 Empirical Review

The study is a qualitative one with keen interest in descriptive analysis. A random unstructured pilot interview question was asked students in 300 and 400 hundred level undergraduate class (with the population of about 150), colleagues, friends and relatives, who have one time or the other made online transactions and have come across the T & Cs or T & Ss Apply. They were asked if they have been able to read through once before applying the agreement/disagreement button. The single question asked was '*have you read through the T&Cs of T& Ss Apply mode of cybermall transactions?* The responses were 'no', with the reason that they are too long to be read.

There is paucity of linguistic information on T&Cs Apply in spite of its wide use in the internet age. Perhaps, that has triggered the continuity of its verboseness. Linguists have ventured into cyber research since the emergence of the 21st century, but none to the best of the researchers' knowledge has focused on the 'End User Agreement'. For instance, Crystal (2001) argues that 'netspeak' is a radically new linguistic medium that we cannot ignore. Furthermore, Malata (2022) asserts that the term E-learning/E-teaching came into existence in the year 1999, where the words were first utilized at a Computer Based Training (CBT). Oyinlade & Rotimi (2018) identified online job portals, which according to them are virtual communities whose sole focus is job-related discussions, especially discussions related to job search.

These show the importance of the cyberspace to the 21st century generation and perhaps others to come. The internet has been a study area for data collection for most scholars which has given new nomenclatures like digital discourse, digital humanities, multimodal internet discourse, E-learning, E-teaching, Online learning, Virtual learning, etc., yet there is no fragment of information on the online legal agreement popularly known as 'terms and conditions apply'. This confirms Rotimi (2015)'s assertion that "the reality of the digital age is that almost everything people do, especially in the technologically-advanced places is technologically-mediated: relationships, education, career, health, financial management, information dissemination, governance, and so forth". In addition, in the actual, no one has looked in the way of the law that binds users on the space that has the huge influx of humans, thus, this study fills the gap.

2.3 Conceptual Framework

There are various concepts underpinning the study of Pragmatics. They range from the Cooperative Principle (CP), which was first conceived by Paul Grice in 1975. An American philosopher (Leech, 1983) in his view, conversation works on the principle that participants co-operate with each other in their engaged encounters. He came up with four maxims, which are:

i.   Maxim of quantity, which states that interlocutors are to be informative as required.
ii.   Maxim of quality informs that speakers should say only that which is true or for which evidence is available.
iii. Maxim of relation urges interactants to be relevant in their discourses. The participants are expected to concentrate on the subject matter being handled at a particular stage and not introduce extraneous items into the conversation.
iv.   Maxim of manner encourages interlocutors to be perspicuous. That is to be brief and clear. Being brief and clear entails that speakers should summarize their thoughts and base what they are discussing on, in clear terms considering their audience and to suit the purpose of their discussion.

The four maxims of the Cooperative Principle are the working tools for the analysis of the data used for this study.

III. METHODOLOGY

3.1 Research Design

The method used is first impressionistic and then culminates into a qualitative survey. The study considers the legal language used by digital service providers on selected platforms such as online banking websites, non-profit organizational websites, service providers' sites and some businesses websites. The impressionistic mode is first the observation of lengthy expressions in the terms and conditions agreement, which the researchers ascertained whether most users are able to read them before clicking on the *agreement button* or not. The researchers considered some factors that are inherent challenges to an average user. Some of these factors are enumerated thus: i. timing, ii. unavailability of data, iii. cost of data/airtime, iv. the service time-out, v. battery/power supply, vii. the high rate of poverty in the third world nations, etc. These essential factors might make it difficult for most cybermall users to actually read through the pages of the transaction agreement to the end, and if they read at all, do they read carefully or do they actually comprehend some of the legalese jargon?

3.2 Population of the Study

A random data sampling approach was adopted for the search for some frequently used digital transactions. The 'T&Cs/T&Ss Apply' of the selected institutions were screenshot (because there was no avenue to download the forms), and they were cropped for the analysis. Some of the data were inserted into the body of the analysis (where necessary as data evidence). A random unstructured pilot interview question was asked from students in 300 and 400 hundred level undergraduate classes (with the population of about 150). Also, colleagues, friends and relatives were asked the same question. This was to ascertain if they had been reading thoroughly once or twice the terms and conditions apply of online transactions. This was to help overcome the impressionistic view largely.

3.3 Sample Size

Twenty data of T&Cs/T&Ss Apply were sampled online from some random selected bank, businesses, and other service providers' documents. All the twenty data were used for the study. They were categorized into their variants of use. The linguistic features identified were considered in the analysis.

3.4 Sampling Technique

The random sampling technique was adopted for the data collection. It was found appropriate for the study as it allows the researcher to use any online T&Cs/T&Ss document within the scope of the proposed data. The documents were downloaded where applicable and where it was not possible for the researchers to download, they were screenshot and printed out for the researchers to study for the analysis.

3.5 Data and Data Collection Methods

The data used for the study is known as T&Cs/T&Ss Apply, which are online legal documents meant for online products buyers to agree or disagree on when purchasing any online products. The data collection method is empirical one that takes into cognizance a random sampling method of some online banking documents, some businesses and some internet service providers.

3.6 Data Analysis

The method for the data analysis is a descriptive one. The data were categorized according to their linguistic features observed, which was based on the conceptual framework adopted for the study. The analysis was sub-headed and each sub-heading was analyzed with examples drawn from the data. Examples of data samples were showed in figure 1 and 2 below in the analysis to reveal the untoward ways of how the T&Cs/T&Ss Apply documents are written.

IV. FINDINGS & DISCUSSIONS

4.1 Results

The study identifies the following findings: linguistic verbosity, linguistic falsity, linguistic ambiguity and linguistic irrelevance. These findings conform to the Cooperative Principles (CP). They show the breakdown of the four Gricean maxims. According to scholarly findings, the breakdown of any of the CP is the violation, the float or the infringement of the rights of a conversationalist (Leech, 1983; Mey 2005; Odebunmi, 2005). Each of the findings were analyzed one after the other in accordance with the data.

4.2 Discussions

4.2.1 Linguistic Verbosity

Linguistic verbosity is the process where a linguistic mode possesses superfluity of words. The term 'verbosity' is the state or quality of using more words than needed. These findings address the Gricean's maxim of quantity, which admonishes language users not to say more than it requires in being informative. This renders the service providers uncooperative, though it could be inferred that the service providers intended to be informative about the deeds of agreement that binds the user. As it has already been addressed, the importance of legal documents at "both the spoken and the written forms are often painstakingly crafted and communicated to ensure that the constitutional responsibilities of the judiciary are discharged without any miscarriage of justices" (Ope-Davies & Ademola-Adeoye, 2019). This might explain why the service providers are too wordily. However, long-winded statements could result into miscommunication, misinformation and misconception. There are so many headings and sub-headings in the write-ups, with redirection of links to click for other further information. Below is a Sample of T&Cs Apply of a service provider.

Terms of Use

Introduction

These Terms and Conditions of Use describe conditions under which ORCID allows the public to use the ORCID Registry and Websites. Among the items included, there are:

- A license from ORCID to you regarding use of the ORCID software and the Registry, including to create an ORCID ID;
- A license from you to ORCID and the public to use data you deposit in the Registry;
- A list of impermissible activities and conditions under which ORCID may terminate your access to the Registry; and
- An explanation of the potential scope of liability for you and ORCID related to your use of the Registry and Websites.

The Terms and Conditions of Use also contain a link to ORCID's Privacy Policy which is part of the Terms and Conditions of Use. We recommend that you read the full Terms and Conditions of Use below carefully as they create a legally binding agreement between

to update information about your publications, or grant a funder the right to read information about grants that is otherwise not viewable by the public through the Registry.

3. Your Right to Use the Registry

The Websites and Registry contain technology that is owned by ORCID or third parties and content, including the Registry database, that are owned by ORCID or its third party licensors. We grant you a limited license to make use of the ORCID software on which the ORCID Registry is based and the ORCID Public API to access and search the Registry. In addition, we grant you a license to use any Record Data marked "Public," subject to these Terms and Conditions of Use, including the limits described in the section Limitations on Use below. By "use" we mean sublicense, reproduce, store, transmit, distribute, publicly perform and publicly display the Record Data for non-commercial and commercial uses. If an ORCID Record contains links to full text articles or other materials, this license does not extend to the linked materials. You may download and modify Record Data, but only in manner that does not make the data false or

Figure 1
*This a **sample** of a T& C / T&S Apply*

4.2.2 Linguistic Falsity

The assertion that whenever there is a breakdown of the maxim of quantity, the maxim of quality would also be affected (Leech, 1983) is evident in this case study. The Gricean maxim of quality states that speakers should say only that which is believed to be true and for which evidence is available. Take for instance, in one of the data, (which would be referred to as datum 3), it is presented thus: "if you deposit data in the ORCID Registry you still own the data, but you grant a license to ORCID and its users to use the data. Specially, by depositing any data (including links, but not the link content) in the ORCID Registry, you grant ORCID and its users a perpetual, irrevocable, worldwide, royalty-free (Datum 3).

Pragmatically, the use of the condition clause 'if' does not agree with the maxim of quality in that it is hinged on a condition or supposition which can refrain or retract itself from a proposition. Supposition is an assumption or a hypothesis that is taken for granted. Assumptions are usually suppositious which is based primarily on surmise rather than adequate evidence.

Likewise, the use of the word 'but' influences a contrary view though this is based on context, (which is key in understanding meaning). 'But' can be a conjunction, preposition, or adverb. It can mean 'except with', 'be-sides', 'save that', 'were it not that', 'unless', '…elliptical', 'for but that', 'otherwise than that', 'that not' …commonly, after a negative; or 'with that'. It has synonyms such as 'on the contrary', 'on the other hand', 'only', 'yet', 'still', 'however', 'nevertheless', and 'more further'. A word becomes misleading when its synonym becomes heterogeneous. Synonym itself is mostly near synonym as it cannot always give the exact meaning to the word it represented.

So, in data 3, the expression "if you deposit data in the ORCID Registry you still own the data, but you grant a license to ORCID…" signals a silent warning, which is unknown to the user. The condition element 'if', and 'but' are contrary markers that conceal intentions.

4.2.3 Linguistic Ambiguity

Abbreviation without its full forms notoriously breaks down the maxim of manner, which enjoins communicators to be perspicuous rather than equivocal. Some of the abbreviations exhibited in the data without the full forms bracketed out are EULA, ADDITIANL, CD, USSD, CBN, ORCiD, API, ID, CC0 and TCP/IP. Though EULA and ORCiD have their full forms at the initial pages of the write-ups, it would have been re-written in the body of the terms of conditions where it would have sufficed as a reminder because of its verboseness is likely to cause readers to lose the memory of the full forms. Abbreviation is best used in a context where there is lack of space in writing or when a speaker is in a haste, but in this case, the writer has enough space to utilize and disambiguate the use of the abbreviations by giving their full forms.

There is incoherent use of the abbreviations which seems to have its full forms in bracket as instantiated in data 4. "You can refer to the ADDITIANL EULA TERMS (FILMORA) for more information" (Datum 4). The abbreviation in the bracket does not correlate with the preceding phrase. Meanwhile, the writer is making a referral statement, which the reader must follow. A similar case is revealed in datum 5. "Creative Commons CC0 Universal 1.0 Public Domain Dedication" (Datum 5). The figure form of zero is found at the last 'C' instead of 'o' which intends that it is not in relation to the initial words provided.

Again, the abbreviation 'CC0' is not bracketed out to indicate that it is in correlation with the full forms. The same abbreviation is found in another content thus: "The text of this website is published under CC0 license…" (Datum 6). In the same content as seen in data 7, the full form preceded the abbreviation "American Arbitration Association in case of international Disputes (either, the AAA)…" (Datum 7), thus, disambiguates the content to pragmatically show the intention of the writer and the further representation of the full forms in the abbreviation. "Credit Risk Management System (CRMS)" (Datum 8), is a typical example of how abbreviation is written.

4.2.4 Linguistic Irrelevance

This finding is in conformity with the Gricean relation maxim. When the maxim of quantity is flouted, there would be a violation of the maxim of relation. It is revealed that to 'be relevant' has a relatively clear meaning. The relation maxim means 'make your conversation or contribution one that will advance the goals either of yourself or of your addressee" (Leech, 1983). The service providers in an attempt to be relevant by being too informative did not advance the goals that were to be between the writer and the reader. The study concentrates on the word 'Indemnity' a content in accounting for this finding (this is because it is similar in all the data used and a content that is supposed to be relational). The word 'indemnity' means "security or protection against a loss or other financial burden" (Hornby, 2010). If this is the meaning of indemnity, then there is no relation between the meaning and the content as portrayed by the service providers (see the posts below).

12. Indemnification

YOU WILL INDEMNIFY AND HOLD WONDERSHARE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR RELATING TO YOUR ILLEGAL OR IMPROPER USES OF THE SERVICES FROM ANY THIRD PARTY. YOUR OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS TERMS.

14. Indemnity

You agree to indemnify and hold harmless ORCID, and its agents and representatives, and its and their directors, officers and employees from and against any liability, damage, loss, cost or expense (including, without limitation, reasonable attorneys' fees) arising from or relating to your use of the Registry and Websites, including data deposited by you, or violation of these Terms and Conditions of Use.

Figure 2
This Shows how the term Indemnity is used in T & Cs Apply

The beginning of the contents in the two posts have detached the providers from the claim. For example, i. 'you agree to indemnify and hold harmless ORCiD, and its agents and representatives, and its and their directors, officers and employees from and against…" ii. "You will indemnify and hold WOUNDERSHARE harmless from any…". The service providers have detached themselves from the vital part of their obligations to the law that binds them and their subscribers. Again, using such legal terms in such a matter that concerns different set of consumers with different educational backgrounds violates the maxim, whereas other simple synonyms would have been used for the understanding of all and sundry. The lexical items indemnity, indemnify or indemnification, etc., are too technical for laypersons to understand. It is in the cause of laypersons inability to understand legalese that they need lawyers to defend their course.

V. CONCLUSIONS & RECOMMENDATIONS

5.1 Conclusions

The study has shown the importance of language in human enterprises. Language is a crucial social construct that needs to be constructed in such a way that would bridge a mutual harmony. The influx of the presence of people on the cyberspace continues to be high and providers enact laws that would bind users. Thus, there are likely to be linguistic manipulations in different transactions, which affect the subscribers. The society depends on the jury to intervene in such an instance as seen in this investigation. The T&Cs/T&Ss Apply is an online legal document that binds a subscriber legally that every bit of its information needs to be painstakingly handled, but the study has revealed that there is a lacuna, thus, a clarion call is made for lawyers to reinvestigate it.

5.2 Recommendations

The study recommends that language use in T&Cs Apply be simplified so that laypersons would understand. It is evident in the study that legalese are professional terms which cannot be denied in any legal document, the study recommends that the synonym of such words be put in brackets. In addition, the findings have revealed that the language use in T&Cs or T&Ss Apply is too wordy and violate the cooperative principle concept proposed by H. P. Grice of which a violation is an infringement or imposition to one's right. Thus, the study advocates for its reduction in order for users to read conveniently for better assimilation.

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