

TERMS AND CONDITIONS

Comtrova

Last Updated: March 2026

1. Introduction and Acceptance of Terms

Welcome to Comtrova. These Terms and Conditions ("Terms") govern your access to and use of our website, services, products, and applications (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

Please read these Terms carefully before using our Services. If you do not agree to these Terms, you must not access or use our Services. Your continued use of the Services constitutes your acceptance of any changes or updates to these Terms.

These Terms constitute a legally binding agreement between you ("you," "your," or "User") and Comtrova ("we," "us," "our," or "Company"). If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Definitions

For purposes of these Terms:

- **"Account"** means the registered account you create to access certain features of our Services.
- **"Content"** means any text, images, videos, audio, software, data, or other materials.
- **"User Content"** means Content that you submit, upload, or transmit through the Services.
- **"Intellectual Property"** means all copyrights, trademarks, patents, trade secrets, and other proprietary rights.
- **"Prohibited Activities"** means activities described in Section 6 that are not permitted when using our Services.

3. Eligibility and User Registration

3.1 Age Requirements

You must be at least 18 years of age to use our Services. By using the Services, you represent and warrant that you meet this age requirement. If we discover that a user is under 18, we will terminate their Account immediately.

3.2 Account Registration

To access certain features of our services, you may be required to register for an account. When creating an account, you must provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

3.3 Account Security

You agree to:

- Keep your password secure and confidential
- Notify us immediately of any unauthorized access or use of your account.
- Not share your Account credentials with any third party
- Accept responsibility for all activities conducted through your account.

We reserve the right to suspend or terminate accounts that we believe have been compromised or are being used in violation of these terms.

4. License and Access Rights

4.1 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services for your personal or internal business purposes. This license does not include any right to resell, distribute, or commercially exploit the Services.

4.2 Restrictions

You may not:

- Copy, modify, or create derivative works of the Services
- Reverse engineer, decompile, or disassemble any aspect of the Services
- Rent, lease, sell, or sublicense access to the Services
- Use automated systems (bots, scrapers, etc.) to access the Services
- Remove, alter, or obscure any proprietary notices on the Services

5. Prohibited Activities and User Conduct

When using our Services, you agree not to:

- Violate any applicable laws, regulations, or third-party rights

- Upload, transmit, or distribute any viruses, malware, or harmful code
- Engage in fraudulent, deceptive, or misleading practices
- Harass, abuse, threaten, or intimidate other users
- Impersonate any person or entity, or misrepresent your affiliation
- Collect or harvest personal information from other users
- Interfere with or disrupt the Services or servers
- Attempt to gain unauthorized access to any part of the Services
- Post, upload, or transmit illegal, obscene, defamatory, or offensive content
- Use the Services for any unlawful or unauthorized purpose

6. Intellectual Property Rights

6.1 Our Intellectual Property

All Content, features, functionality, designs, logos, trademarks, and other materials provided through our Services are owned by Comtrova or our licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Nothing in these Terms grants you any right, title, or interest in our Intellectual Property.

6.2 User Content

You retain ownership of any User Content you submit to the Services. However, by submitting User Content, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content in connection with operating and providing the Services.

6.3 User Content Representations

By submitting User Content, you represent and warrant that:

- You own or have the necessary rights to the user content.
- The User Content does not violate any third-party rights
- The User Content does not violate any applicable laws

6.4 Content Monitoring and Removal

We reserve the right but are not obligated to monitor, review, or remove User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. We may also remove User Content in response to legal requests or to protect our rights and interests.

7. Payment Terms and Billing

7.1 Fees and Charges

Certain Services may require payment of fees. All fees are quoted in NGN and are non-refundable except as expressly stated in these Terms or required by law. You agree to pay all fees and applicable taxes in connection with your use of paid Services.

7.2 Payment Methods

We accept payment through various methods, which may include credit cards, debit cards, bank transfers, or third-party payment processors. By providing payment information, you authorize us to charge the applicable fees to your chosen payment method. You are responsible for ensuring that your payment information is current and accurate.

7.3 Subscription Services

If you purchase a subscription-based service, you will be billed on a recurring basis (monthly, annually, or as otherwise specified) until you cancel your subscription. Subscription fees are charged in advance and will automatically renew unless cancelled before the renewal date.

7.4 Price Changes

We reserve the right to change our pricing at any time. For subscription services, we will provide you with reasonable advance notice of any price changes. Your continued use of the Services after the price change takes effect constitutes your acceptance of the new pricing.

7.5 Late Payment

If payment is not received by the due date, we reserve the right to suspend or terminate your access to paid Services. You will remain responsible for all outstanding fees and may be charged late fees or interest as permitted by law.

8. Cancellation, Refunds, and Termination

8.1 Cancellation by You

You may cancel your Account or subscription at any time through your account settings or by contacting us. Cancellation will take effect at the end of your current billing period. You will not receive a refund for any unused portion of a subscription period unless otherwise stated in these Terms.

8.2 Refund Policy

All sales are final, and fees are non-refundable except in the following circumstances:

- If we discontinue a paid Service and fail to provide a comparable alternative

- If there is a technical error that prevents you from accessing the Services you paid for
- As otherwise required by applicable consumer protection laws

Refund requests must be submitted within [30] days of the charge and will be evaluated on a case-by-case basis.

8.3 Termination by Us

We reserve the right to suspend or terminate your account and access to the services at any time, with or without notice, for any reason, including if:

- You violate these Terms or any applicable laws
- Your payment fails or your Account is past due
- We suspect fraudulent, abusive, or illegal activity
- We decide to discontinue the Services

8.4 Effect of Termination

Upon termination, your right to access and use the Services will immediately cease. We may delete your account and user content, and we will have no obligation to maintain or provide any user content. Sections of these Terms that by their nature should survive termination will survive, including but not limited to intellectual property provisions, disclaimers, limitations of liability, and dispute resolution provisions.

9. Disclaimers and Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that:

- The Services will be uninterrupted, secure, or error-free
- The Services will meet your requirements or expectations
- Any content, information, or materials available through the Services will be accurate, complete, or reliable
- Defects or errors will be corrected

Your use of the Services is at your sole risk. You are solely responsible for any damage to your device or loss of data resulting from your use of the Services.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMTROVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES.

Our total liability to you for all claims arising out of or related to these Terms or the Services will not exceed the greater of:

- The amount you have paid to us in the twelve (12) months preceding the claim

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you.

11. Indemnification

You agree to indemnify, defend, and hold harmless Comtrova, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of any rights of another party; (d) your User Content; or (e) any misrepresentation made by you. We reserve the right to assume exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of such claims.

12. Third-Party Services and Links

Our Services may contain links to third-party websites, applications, or services, or may integrate with third-party platforms. We do not control, endorse, or assume responsibility for any third-party services. Your use of third-party services is governed by their respective terms and conditions and privacy policies. We encourage you to review those documents before using third-party services.

We are not liable for any damages or losses caused by third-party services or your reliance on information obtained from third-party services.

13. Dispute Resolution and Governing Law

13.1 Governing Law

These Terms and any dispute arising out of or related to these Terms or the Services shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law provisions.

13.2 Informal Dispute Resolution

Before filing a claim, you agree to try to resolve the dispute informally by contacting us. We will attempt to resolve the dispute informally by contacting you via email. If a dispute is not resolved within sixty (60) days of submission, you or we may bring a formal proceeding.

13.3 Arbitration Agreement

Any dispute arising out of or relating to these Terms or the Services that cannot be resolved informally shall be resolved through binding arbitration, except that either party may seek injunctive relief in court for infringement or other misuse of intellectual property rights.

13.4 Class Action Waiver

YOU AND COMTROVA AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. Neither you nor we consent to class arbitration or any claims brought as a plaintiff or class member in any class or representative proceeding.

13.5 Jurisdiction and Venue

We shall make an effort to settle all disputes amicably. Any dispute arising out of this Terms of Use, which cannot be settled, by mutual agreement/negotiation within 1 (one) month shall be referred to arbitration by a single arbitrator at the Lagos Multi-Door Courthouse ("LMDC") and governed by the Arbitration and Conciliation Act, Cap A10, Laws of the Federal Republic of Nigeria. The arbitrator shall be appointed by both of us (we and you), where both of us are unable to agree on the choice of an arbitrator, the choice of arbitration shall be referred to the LMDC. The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the arbitration. The venue for the arbitration shall be Lagos, Nigeria.

14. Changes to These Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms on our website and updating the "Last Updated" date. We may also notify you via email or through the Services.

Your continued use of the Services after changes become effective constitutes your acceptance of the revised Terms. If you do not agree to the modified Terms, you must stop using the Services.

15. Force Majeure

We will not be liable for any failure or delay in performing our obligations under these Terms due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, strikes, labor disputes, government actions, communication or utility failures, or equipment failures.

16. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it valid and enforceable.

17. Entire Agreement

These Terms, together with our Privacy Policy and any other policies or agreements referenced herein, constitute the entire agreement between you and Comtrova regarding the Services and supersede all prior agreements, understandings, and representations, whether oral or written.

18. Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

19. Assignment

You may not assign or transfer these Terms or your rights and obligations under these Terms without our prior written consent. We may assign these Terms or delegate any of our obligations without restriction. Any attempted assignment in violation of this section shall be null and void.

20. Export Compliance

You agree to comply with all applicable export and import laws and regulations. You represent that you are not located in a country subject to a government embargo or designated as a terrorist-supporting country, and that you are not on any government list of prohibited or restricted parties.

21. Contact Information

If you have any questions, concerns, or complaints about these Terms or the Services, please contact us:

Comtrova

Email: hello@comtrova.ng, support@comtrova.ng

Phone: 07055550906

Address: 32, Aje Road, Sabo, Yaba, Lagos

We will make reasonable efforts to respond to your inquiries within a reasonable timeframe.

22. Acknowledgment and Acceptance

BY ACCESSING OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE OUR SERVICES.

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