

# Website Terms & Conditions for Stears

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## 1. Introduction

These Terms and Conditions ("Terms") govern the use of [stears.co](https://stears.co) and the content/services available on it (which we call "Stears Content"). By accessing or using [stears.co](https://stears.co) you agree to abide and be bound by these Terms. We strongly recommend that you read these terms and conditions in their entirety. If you do not agree with these terms and conditions, then you should not use [stears.co](https://stears.co) or access any Stears Content.

In these Terms "stears.co" refers to our website at [stears.co](https://stears.co) and any other mobile and web applications and services which are currently available or may be made available in the future.

Except where we state otherwise, references in these Terms to "Stears" ("we", "us" or "our") refer to the Stears Information Limited.

## 2. Scope of Application

**Individual subscribers and users with a free account:** These terms apply to your use of [stears.co](https://stears.co) and all Stears Content regardless of the platform or device you use to access it. By accessing [stears.co](https://stears.co), you are agreeing to these terms and conditions.

**Users with access under a license:** These Terms shall apply to business organisations ("Registered Users") and their registered employees ("Authorised Users"), who access and utilise [stears.co](https://stears.co) and all Stears Content regardless of the platform or device used to access it. By accessing [stears.co](https://stears.co), you agree to be bound by these Terms.

The Registered Users, Authorised Users and the individual subscribers shall collectively be referred to as "Users".

If you do not agree with these Terms, you should not use [stears.co](https://stears.co) or any Stears Content and should cancel any subscription in accordance with your cancellation rights. Please contact [support@stears.co](mailto:support@stears.co) for any questions that you may have.

Except where we state otherwise, references in these Terms to "Users" (or "you", "your" "their") refer to the Registered Users and the Authorised Users collectively.

## 3. Compliance with Local Laws and Regulations

Our website and services are not directed at you if we are prohibited by any law of any jurisdiction from

making the information on our website available to you and is not intended for any use that would be contrary to local law or regulation.

#### **4. Access and Use**

Our ability to invest exclusively in high-quality information depends on our Users complying with Section 4. Please read our [Copyright Notice](#) that summarises how you are allowed to use Stears Content and provides guidance on the types of use we do not permit without the purchase of additional licences from Stears. You agree that you will comply with our Copyright Notice.

Registered Users using Stears Content without the appropriate permissions will be required to pay the appropriate licensing fees to legitimise their use.

The amount and types of Stears Content that you can view, and the platforms on which you can view Stears Content, depend on your license and tier. We can vary the access rights of Registered Users who are not accessing through a paid subscription at any time at our discretion.

You may not use the Service for any illegal purpose, for the facilitation of the violation of any law or regulation, or in any manner inconsistent with these Terms. You agree to use our services solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.

#### **5. Amendments to Terms**

Stears may update these Terms for legal or regulatory reasons, or to reflect changes in our services or business practices. We will endeavour to inform our subscribed users of any changes to these terms and conditions but encourage you to periodically check for any changes that affect your usage. Any amendments to these Terms will apply to new and existing subscribers of Stears upon us making them available via [stears.co](#). Your access to [stears.co](#) or use of any Stears Content after the posting of amendments to the Terms of Service will constitute your acceptance of the Terms as amended.

#### **6. Privacy Policy and Registration**

All information received by us from your use of [stears.co](#) will be used by Stears in accordance with our [Privacy Policy](#).

On registration, you must provide Stears with accurate, complete registration information and it is

your responsibility to update and maintain changes to that information on the applicable [stears.co](https://stears.co) registration or subscription pages. Stears is entitled to rely on any information you provide to us.

Each registration is for the Users only. On registration, you will provide an email address and password ("ID"). The email address that you provide on registration must correspond to a named email account and not a generic or shared email account. You are not allowed to share your ID or give access to Stears Content through your ID except to Authorised Users. Stears does not allow multiple users on a network or persons other than the Authorised Users to use the same ID. Stears retains absolute discretion to cancel or suspend your access to [stears.co](https://stears.co) if you share your ID without further obligation to you. You may not create additional registration or subscription accounts for the benefit of others or with the aim of avoiding our use of IDs to control access to and use of [stears.co](https://stears.co).

You are responsible for all use of [stears.co](https://stears.co) by you or anyone else using your ID and for preventing unauthorised use of your ID.

If you provide Stears with an email address that will result in any messages Stears may send you being sent to you via a network or device operated or owned by a third party (e.g. your employer or colleague) then you promise that you are entitled to receive those messages. You also agree that Stears may stop sending messages to you without notifying you.

## 7. Subscription Services

We offer subscription services through [stears.co](https://stears.co) and recommend that you read our [Frequently Asked Questions](#) for more details and before purchasing a subscription.

### **Types of subscription:**

We offer various types of subscription: the options currently available are set out at [stears.co](https://stears.co).

Stears reserves the right to vary the amount of content and types of service that it makes available to different categories of Users.

**Contract Offer and Acceptance:** Stears will try to process your subscription promptly but does not guarantee that your subscription will be activated by any specified time. By submitting your payment and other subscription details, you are making an offer to us to buy a subscription. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point we will provide you with access to your subscription. Stears reserves the right to reject any offer in its discretion, for any or no reason.

**Payment:** for each subscription service, you agree to pay the applicable amount in accordance with the payment terms set forth on each invoice. Payments can be made to Stears directly from your payment processor (your financial institution or third party provider). If we do not receive payment within the stipulated time, we are entitled to terminate or suspend your access to your subscription.

**Pricing:** You agree to pay the fees at the rates notified to you at the time you purchase your subscription. You can also take out any other fixed term or payment frequency that we may offer from time to time. The currency in which your subscription is payable may be specified during the order process, depending on the service and your country of residence. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription.

Unless otherwise indicated, prices stated on our website are exclusive of any applicable value-added tax (VAT) under Nigerian law.

**Trial subscriptions:** where we provide a trial subscription, we will inform you of the full subscription price that is payable after the trial period. After the trial, your subscription will be automatically terminated without further notice or liability if you do not make full payment for the service as communicated to you. To cancel your subscription during the trial, please contact [ssupport@stears.co](mailto:ssupport@stears.co).

Please note that no more than one trial subscription per Registered User is allowed in any twelve-month period. We reserve the right to cancel any trial subscription immediately, without refund, if we become aware that the Registered User has already had another trial subscription in the previous twelve months.

**Pricing errors:** if we incorrectly state a price to you whether online or otherwise, we are not obliged to provide you with a subscription at that price, even if we have mistakenly accepted your offer to buy a subscription at that price, and we reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the subscription without any obligation to us and we will refund you any money you have paid us in full, or you may pay the correct price. If you refuse to exercise either of these choices, then we may cancel your subscription and will refund you any money you have paid us in full. We will always act in good faith in determining whether a genuine pricing error has occurred.

**Other costs:** in addition to the subscription fee you are charged, certain banks and credit card issuers will charge a foreign transaction fee on transactions which take place abroad or in a foreign

currency. The majority of payments for subscriptions we take by card are processed in Nigeria, therefore please check with your bank or credit card issuer to find out if such charges will be applied to you; Stears is not responsible for any such charges. You are also responsible for paying any internet connection or telecommunications charges that you may incur by accessing [stears.co](https://stears.co) or using the services available on it. For example, if you use any of our mobile services, then your network operator may charge you for data or messaging services.

## 8. Renewal and Cancellation of Subscriptions

**Renewals:** We will notify you at least 14 days in advance of any changes to the price in your subscription that will apply upon your next renewal.

**Refund:** By placing your order, you agree that we may start your subscription immediately upon accepting your order. This means that you are not entitled to a refund if you change your mind after we have provided you with access to your subscription and the trial period has ended without you notifying us of your intention to cancel.

**Subsequent cancellation of your subscription:** You do not have any right to cancel your subscription or any part of it until the end of your then-current subscription period. Although you may notify us of your intention to cancel at any time, such notice will only take effect at the end of your then-current subscription period, and you will not receive a refund (except in the limited circumstances set out in these terms).

**How to cancel:** You may notify us of your wish to cancel your subscription by contacting our support team at [support@stears.co](mailto:support@stears.co).

**Cancellations by us:** Stears reserves the right to suspend or terminate your subscription if you breach these terms and conditions, with or without notice and without further obligation to you. We may also suspend or terminate your subscription if we are prevented from providing services to you by circumstances beyond our control.

Stears reserves the right to suspend or terminate your subscription without refund in the event of any verbal or written abuse of any kind (including abusive, offensive or aggressive language) directed towards our customer care team.

**Cancellation of your registration:** If you are registered on [stears.co](https://stears.co), but you have not paid for a subscription service, then Stears reserves the right to suspend or terminate your registration at any time, with or without notice and without further obligation to you. If you would like to cancel your

registration, then please contact our support team at [support@stears.co](mailto:support@stears.co).

## 9. User Content

We may include comment sections, blogs and other features that allow interaction between users and Stears staff (we call these “Communities”). We call the information posted to these Forums by users “User Content” or “UC”.

If you wish to view or participate in any Communities, then you must comply with any specific rules or community guidelines.

You will retain ownership of the copyright in any of your UC that you or we publish on [stears.co](https://stears.co) so you are free to re-use it as you wish. You agree that if you post UC to a Community, then you are granting Stears a right (but not an obligation) unlimited in time to publish, re-use, archive, modify, delete or commercially exploit that UC in whole or in part as we see fit, whether on [stears.co](https://stears.co) or otherwise, without any requirement to pay you for this and with or without attribution to you. This means that you grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free licence to use any UC you publish in whole or in part in any manner and for any purpose whatsoever and without further obligation to you. You also waive any moral rights that you may have in regard to the UC.

You are responsible for all the content of any of your UC that you or we publish. You are financially responsible to us for any claim against us by any third party or that otherwise relates to your UC.

The Communities contain UC submitted by users over whom Stears has no control so we cannot, therefore, guarantee the accuracy, integrity or quality of any UC. Some users may not behave properly and may post UC that is misleading, untrue or offensive.

It is not possible for Stears to fully monitor all UC published on [stears.co](https://stears.co) but where we have actually received notice of any UC that is potentially misleading, untrue, offensive, unlawful, infringes third party rights or is potentially in breach of these terms and conditions, then we will review that UC, decide whether to remove it from [stears.co](https://stears.co) and act accordingly. This may include banning a user from participation in UC on [stears.co](https://stears.co).

If you believe that any UC published on [stears.co](https://stears.co) infringes any legal rights that you may have or is not allowed under these terms and conditions, please notify us immediately with specific details by contacting us at [support@stears.co](mailto:support@stears.co).



## **10. Third Party Sites and Services**

[stears.co](https://www.stears.co) may contain links to other Internet websites or online and mobile services provided by independent third parties, including websites of our advertisers and sponsors (what we call “Third Party Sites”), either directly or through frames.

It is your decision whether you purchase or use any third-party products or services made available on or via Third Party Sites. Our [Privacy Policy](#) does not apply to Third-Party Sites.

[stears.co](https://www.stears.co) contains advertisements and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on [stears.co](https://www.stears.co) comply with international and national law. Stears is not responsible for any error or inaccuracy in any advertisement or sponsorship material.

## **11. Termination of Services**

We may in exceptional circumstances cease to publish [stears.co](https://www.stears.co), the Stears Content or cease to provide you with our subscription services. We will give you at least 30 days’ notice of this, where possible. If we do so, then we will have no further obligation to you. Where we fail to give you notice or it was not possible to give notice we will offer you a refund of the unexpired period of your paid subscription.

## **12. Limitations of Liability**

**In no circumstances do we accept responsibility for your use of Third Party Sites or in respect of any Third Party Products. By Third Party Sites we mean websites, online or mobile services provided by third parties, including websites of advertisers and sponsors that may appear on [stears.co](https://www.stears.co). By Third Party Products we mean products or services provided by third parties.**

**The Stears Content (including any information we publish regarding Third Party Products) is only for your general information purposes and is not intended to address your particular requirements. In particular, the Stears Content, including UC and any other content provided by third parties and distributed by [stears.co](https://www.stears.co), does not constitute any form of advice, recommendation, representation, endorsement or arrangement by Stears. It is not intended to be and should not be relied upon by users in making (or refraining from making) any specific investment, purchase, sale or other decisions. Appropriate independent advice should be obtained before making any such decision, such as from a qualified financial adviser.**

**Any agreements, transactions or other arrangements made between you and any third party**

named on (or linked to from) [stears.co](https://stears.co) are at your own responsibility and entered into at your own risk. Any information that you receive via [stears.co](https://stears.co), whether or not it is classified as “real-time”, may have stopped being current by the time it reaches you. Share price information may be rounded up/down and therefore may not be entirely accurate.

Stears does not provide any promises or warranties about [stears.co](https://stears.co) and the Stears Content. [stears.co](https://stears.co) and the Stears Content are provided on an “as is” and “as available” basis. This means that Stears does not make any promises in respect of [stears.co](https://stears.co) or the services and functions available on or through [stears.co](https://stears.co) or of the quality, completeness or accuracy of the information published on or linked to from [stears.co](https://stears.co) other than as expressly stated above.

The above disclaimers apply equally to your use of [stears.co](https://stears.co) and all Stears Content. Without limiting the above, Stears is not liable for matters beyond its reasonable control. Stears does not control third party communications networks (including your internet service provider), the internet, acts of god or the acts of third parties.

In no event and under no circumstances shall the liability of Stears or its affiliates exceed the amount, if any, paid by you to Stears for the particular subscription product to which the claim relates.

### **13. Indemnification**

As a User of our services, you agree, to indemnify, defend and hold harmless Stears, its agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys’ and experts’ fees, arising out of or in connection with Stears’ services and content, or any links on the Stears’ platform, including, but not limited to: (i) your use of Stears’ services; (ii) use by someone using your account; (iii) a violation of these Terms by you as a Registered User or an Authorised User, where applicable); (iv) a claim that any use of our services by you or someone using your account, where applicable, infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of our services by you as a Registered User or Authorised User, where applicable; (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you in these Terms.

### **14. Content ownership**

All Stears Content belongs to Stears or its licensors who own all intellectual property rights (including copyright and database rights) in Stears Content and any selection or arrangement of Stears Content.

No intellectual property rights in any Stears Content are transferred to you. You are permitted to use Stears Content only as set out in our [Copyright Notice](#).

## **15. Assignment and Transfers**

You may not license or transfer any of your rights under these terms and conditions. We may transfer any of our rights or obligations under these terms and conditions to any company within the Stears group of companies but if we do so, we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

These terms and conditions constitute the entire agreement between you and the Stears relating to your use of the [stears.co](https://stears.co) website and other online services and Stears Content. They supersede all previous communications, representations and arrangements, either written or oral.

## **16. Choice of Law and Jurisdiction**

Irrespective of your geographical location, if you use our content, services or visit our website, then these terms and conditions will be subject to the laws of the Federal Republic of Nigeria. In this case, to the extent possible in the applicable jurisdiction, you agree that the courts of the Federal Republic of Nigeria will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions.

## **17. Disclaimer**

Any data and insights provided on the Stears platform does not constitute investment advice thus, we will not be liable for any decision made in reliance on any information provided on our platform.

## **18. Contact Us**

If you have any questions about these Terms, please contact us at [support@stears.co](mailto:support@stears.co). This document was last updated in September 2023.