

Terms and Conditions for Stears Premium

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1. INTRODUCTION

This page sets out the terms and conditions on which you may use stearsng.com and the content/services available on it (which we call “**SB Content**”). 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 stearsng.com or any SB Content.

In these terms we use the term “stearsng.com” to refer to our website at stearsng.com and any other mobile and online digital apps and services which are currently available or may be made available in the future.

Except where we state otherwise, references in these terms and conditions to “Stears Business” (or “we”, “us” or “our”) refer to the company operating stearsng.com.

These terms apply in different ways depending on what type of user you are, as follows:

Registered users and personal subscribers: These terms apply to your use of stearsng.com and all SB Content regardless of the platform or device you use to access it. By accessing stearsng.com you are agreeing to these terms and conditions. If you do not agree with the terms and conditions you should not use stearsng.com or any SB Content and should cancel any subscription in accordance with your cancellation rights. Please contact support@stearsng.com with questions.

Users with access under a team subscription: Your continued access is primarily governed by the subscription with your organisation through which you are able to use the stearsng.com website. Sections 4 and 5 below are not applicable to such users. The remaining terms and conditions apply to your use of the stearsng.com website or any SB Content. By accessing stearsng.com you are agreeing to these terms and conditions.

All users: Stears may update these terms and conditions for legal or regulatory reasons, or to reflect changes in our services or business practices. We will endeavour to inform subscribed users of any changes to these terms and conditions but encourage you to periodically check for any changes that affect your usage. If you are a stearsng.com subscriber, any changes to our terms and conditions will become effective from the date of your next payment following the change unless we notify you otherwise. If you are not a stearsng.com subscriber, any changes will become effective as soon as we make them available via stearsng.com.

We may in exceptional circumstances cease to publish stearsng.com, the SB Content or cease to provide subscription services. We will give you at least 30 days’ notice of this, if possible. If we do so, then we will have no further obligation to you, unless you are a personal subscriber in which case we will offer you a refund of the unexpired period of your paid subscription.

2. ACCESS AND USE

Our ability to invest exclusively in high-quality information depends on our users complying with this Section 2. Please read our [Copyright Policy](#) that summarises how you are allowed to use SB 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 Policy.

Organisations that may be using SB Content without the appropriate permissions will be required to pay the appropriate licensing fees to legitimise their use.

The amount and types of SB Content that you can view, and the platforms on which you can view SB Content, depend on what type of user you are and what type of subscription (if any) you have. We can vary the access rights of registered users who are not accessing through a paid subscription at any time at our discretion.

3. PRIVACY POLICY AND REGISTRATION

All information received by us from your use of stearsng.com 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 stearsng.com registration or subscription pages. Stears is entitled to rely on any information you provide to us.

Each registration is for a single user 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 SB Content through your ID to anyone else. Stears does not allow multiple users on a network or within an organization to use the same ID. Stears retains absolute discretion to cancel or suspend your access to stearsng.com 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 stearsng.com.

You are responsible for all use of stearsng.com made 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.

4. PERSONAL SUBSCRIPTION SERVICES

We offer subscription services through stearsng.com 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 stearsng.com.

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

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 details: when you purchase a subscription, you must provide us with complete and accurate payment information. By submitting payment details you promise that you are entitled to purchase a subscription using those payment details. If we do not receive payment authorisation or any authorisation is subsequently cancelled, we may immediately terminate or suspend your access to your subscription. In suspicious circumstances we may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case you will be contacted.

Pricing: the subscription price will be made clear to you on our sign-up pages or otherwise during the sign-up process and may vary from time to time or by country. You agree to pay the fees at the rates notified to you at the time you purchase your subscription. For certain subscriptions, you can take out either an annual, quarterly, monthly (or other frequency we offer) subscription. Other subscription services may only require a one-off payment. 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.

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

renew automatically at the full subscription price unless you cancel your subscription before the end of the trial. To cancel your subscription during the trial please go to 'My Account' and follow the simple cancellation instructions.

Please note that no more than one trial subscription per subscriber 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 subscriber has already had another trial subscription in the previous twelve months.

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

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 stearsng.com 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.

5. RENEWAL AND CANCELLATION OF PERSONAL SUBSCRIPTIONS

Renewals: If you chose to pay monthly, quarterly or annually, your subscription will continue until you tell us that you no longer wish to receive it, in which case you will stop paying the monthly, quarterly or annual fees. We will notify you at least 14 days in advance of any changes to the price in your subscription that will apply upon next monthly, quarterly, or annual renewal. Unless you notify us before the end of your subscription period that you no longer wish to receive it, your annual subscription will renew for another year. We will charge the subscription using the same card or another payment method that you previously used.

Refund: By placing your order you agree that we may start your subscription immediately upon our 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.

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 using the dashboard on your account

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 a registered user, but not a subscriber, 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@stearsng.com.

6. USER CONTENT

stearsng.com may include comments sections, blogs and other features that allow interaction between users and 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 guideline.

You will retain ownership of the copyright in any of your UC that you or we publish on stearsng.com 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 stearsng.com 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 stearsng.com 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 stearsng.com and act accordingly. This may include banning a user from participation in UC on stearsng.com.

If you believe that any UC published on stearsng.com 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@stearsng.com.

7. THIRD-PARTY SITES AND SERVICES

stearsng.com 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.

stearsng.com contains advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on stearsng.com complies with international and national law. Stears is not responsible for any error or inaccuracy in advertising or sponsorship material.

8. 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 stearsng.com. By Third Party Products we mean products or services provided by third parties.

The SB 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 SB Content, including UC and any other content provided by third parties and distributed by stearsng.com, 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) stearsng.com are at your own responsibility and entered into at your own risk. Any information that you receive via stearsng.com, 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 stearsng.com and the SB Content. stearsng.com and the SB Content are provided on an “as is” and “as available” basis. This means that Stears does not make any promises in respect of stearsng.com or the services and functions available on or through stearsng.com or of the quality, completeness or accuracy of the information published on or linked to from stearsng.com other than as expressly stated above.

The above disclaimers apply equally to your use of stearsng.com and all SB 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.

9. CONTENT OWNERSHIP

All SB Content belongs to Stears or its licensors who own all intellectual property rights (including copyright and database rights) in SB Content and any selection or arrangement of SB Content. No intellectual property rights in any SB Content are transferred to you. You are permitted to use SB Content only as set out in our Copyright Policy.

10. 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 stearsng.com website and other online services and SB Content. They supersede all previous communications, representations and arrangements, either written or oral.

11. CHOICE OF LAW AND JURISDICTION

Irrespective of your geographical location, if you are a stearsng.com or SB Content user, 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, both you and we 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.