# **Terms of Use for Watawara (Operated by TRI3G Innovatives)**

**Last Updated:** May 16, 2025

These Terms of Use ("Terms") govern your access to and use of the Watawara website [Insert Website Address Here] (the "Site") and our related services (collectively, the "Services"). By accessing or using our Site and Services, you ("you" or "user") agree to be bound by these Terms. Watawara is operated by TRI3G Innovatives ("TRI3G," "our parent company").

Please read these Terms carefully before using our Services. If you do not agree to these Terms, you may not access or use our Site or Services.

**1. Acceptance of Terms**

By accessing, browsing, or using this Site and our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including our Privacy Policy, which is incorporated herein by reference. These Terms constitute a legally binding agreement between you and Watawara (operated by TRI3G Innovatives).

**2. Use of the Services**

**2.1 Eligibility:**

You must be at least [Specify Age, e.g., 18] years of age or the legal age of majority in your jurisdiction to use our Services. By using our Services, you represent and warrant that you meet this eligibility requirement.

**2.2 Account Registration:**

* You may need to create an account to access certain features of our Services. When registering for an account, you agree to provide accurate, current, and complete information.
* You are responsible for maintaining the confidentiality of your account credentials (username and password) and for all activities that occur under your account.
* You agree to notify us immediately of any unauthorized access to or use of your account.
* We reserve the right to suspend or terminate your account if any information provided during registration is inaccurate, incomplete, or misleading, or if we have reason to believe that your account has been compromised or used in violation of these Terms.

**2.3 Permitted Use:**

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use our Services for your personal, non-commercial use, subject to these Terms.

**2.4 Prohibited Conduct:**

You agree not to engage in any of the following prohibited conduct:

* Violating any applicable laws, regulations, or third-party rights.
* Using our Services for any unlawful or fraudulent purpose.
* Impersonating any person or entity or misrepresenting your affiliation with any person or entity.
* Interfering with or disrupting the operation of our Site or Services, including by transmitting viruses, worms, or other malicious code.
* Attempting to gain unauthorized access to our systems or networks.
* Collecting or harvesting any personally identifiable information from other users without their consent.
* Engaging in any form of spamming, phishing, or other unsolicited communication.
* Using any robot, spider, scraper, or other automated means to access our Services without our express written permission.
* Reverse engineering, decompiling, or disassembling any part of our Site or Services.
* Modifying, adapting, translating, or creating derivative works based on our Site or Services.
* Removing or altering any copyright, trademark, or other proprietary notices displayed on our Site.
* Engaging in any conduct that could damage, disable, overburden, or impair our Services.

**3. Products and Pricing**

**3.1 Product Descriptions:**

We strive to provide accurate and up-to-date descriptions of the products offered on our Site. However, we do not warrant that product descriptions, images, pricing, availability, or other content are error-free, complete, reliable, current, or accurate. Colors and appearances of products may vary depending on your monitor and other technical factors.

**3.2 Pricing:**

* The prices displayed on our Site are in [Specify Currency, e.g., Nigerian Naira] and are subject to change without notice.
* We reserve the right to correct any pricing errors. If a product is listed at an incorrect price due to a typographical error or other error, we have the right to refuse or cancel any orders placed for that product at the incorrect price, even if the order has been confirmed and your credit card has been charged. If your credit card has been charged for the incorrect price and we cancel your order, we will issue a refund to your original payment method.
* Prices do not include shipping and handling fees, sales tax, or other applicable charges, which will be added to your order total.

**3.3 Availability:**

Product availability is subject to change. We do not guarantee that all products listed on our Site will be in stock. If a product you order is out of stock, we will notify you and may offer a substitute, a backorder option, or a cancellation of your order.

**4. Orders and Payment**

**4.1 Order Placement:**

By placing an order through our Site, you are making an offer to purchase the products in your order. We reserve the right to accept or reject your order for any reason. An order confirmation sent to you does not constitute acceptance of your order but rather confirms that we have received it. Your order is accepted when we ship the products to you.

**4.2 Payment:**

* We accept various forms of payment as indicated on our Site. You agree to provide accurate and complete payment information.
* By submitting your payment information, you authorize us (or our third-party payment processors) to charge the applicable fees to your chosen payment method.
* You are responsible for any fees or charges imposed by your payment provider.
* We use secure payment processing methods to protect your payment information. However, we are not liable for any breaches of security that are not directly attributable to our gross negligence.

**4.3 Taxes:**

You are responsible for paying any applicable sales tax, value-added tax (VAT), or other taxes associated with your purchase. The applicable tax will be calculated and added to your order total where required by law.

**4.4 Shipping and Delivery:**

* Our shipping policies, including delivery times and costs, are outlined on our Shipping Policy page [Link to Shipping Policy if applicable]. Please review this policy carefully.
* We will make reasonable efforts to deliver your order within the estimated timeframe, but we are not responsible for delays caused by events beyond our control, such as carrier delays or natural disasters.
* Risk of loss and title for products purchased from Watawara pass to you upon our delivery to the carrier. You are responsible for filing any claims with the carrier for damaged or lost shipments.

**5. Returns and Exchanges**

Our return and exchange policies are outlined on our Return Policy page [Link to Return Policy if applicable]. Please review this policy carefully as it governs your rights regarding returns and exchanges of products purchased through our Services.

**6. Intellectual Property**

**6.1 Ownership:**

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Watawara, TRI3G Innovatives, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**6.2 Trademarks:**

The Watawara name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Watawara or its affiliates or licensors. You may not use such marks without our prior written permission.

**6.3 Limited License:**

Subject to these Terms, you are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Site and its content for your personal, non-commercial use only.

**6.4 Restrictions:**

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as generally and ordinarily permitted through the Site according to these Terms. You must not remove or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site.

**7. User-Generated Content**

**7.1 Responsibility:**

If you post, upload, input, provide, or submit any content to our Site or through our Services (collectively, "User-Generated Content"), you are solely responsible for such content. You represent and warrant that you have all necessary rights to submit the User-Generated Content and that it does not violate any third-party rights or applicable laws.

**7.2 License to Watawara:**

By submitting User-Generated Content, you grant Watawara and TRI3G Innovatives a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sub-licensable, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User-Generated Content in any media for any purpose, including for the operation, promotion, and improvement of our Services.

**7.3 Prohibited User-Generated Content:**

You agree not to submit any User-Generated Content that is:

* Illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
* Infringing on any intellectual property rights of any third party.
* Containing viruses, worms, or other malicious code.
* Soliciting personal information from minors.
* False, misleading, or deceptive.
* Advertising or promoting unauthorized products or services.

**7.4 Monitoring and Removal:**

We have the right, but not the obligation, to monitor, review, and remove any User-Generated Content that we believe violates these Terms or is otherwise objectionable. We are not responsible for the content, accuracy, or opinions expressed in User-Generated Content.

**8. Third-Party Links and Services**

Our Site may contain links to third-party websites or services that are not owned or controlled by Watawara. These links are provided for your convenience only and do not constitute an endorsement by us of the content, products, services, or practices of such third-party websites or services. You access and use third-party websites and services at your own risk, and their own terms and privacy policies apply. We are not responsible for any loss or damage incurred as a result of your use of any third-party websites or services.

**9. Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES AND ALL CONTENT, PRODUCTS, AND INFORMATION PROVIDED ON OR THROUGH OUR SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WATAWARA AND TRI3G INNOVATIVES DO NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY CONTENT OR INFORMATION PROVIDED THROUGH OUR SERVICES. YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK.

**10. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WATAWARA, TRI3G INNOVATIVES, THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, OUR SERVICES, ANY CONTENT OR PRODUCTS OBTAINED THROUGH OUR SERVICES, OR THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OUR SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO WATAWARA FOR THE PRODUCTS OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR [Specify a Nominal Amount, e.g., ONE HUNDRED UNITED STATES DOLLARS (USD $100.00)], WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND WATAWARA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**11. Indemnification**

You agree to indemnify, defend, and hold harmless Watawara, TRI3G Innovatives, their affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

* Your access to or use of our Services.
* Your violation of these Terms.
* Your User-Generated Content.
* Your infringement of any intellectual property or other rights of any third party.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**12. Termination**

We may terminate or suspend your access to all or any part of our Services at any time, with or without cause, and without prior notice or liability. Such termination or suspension may result in the forfeiture and destruction of all information associated with your account.

You may terminate your account at any time by following the instructions on our Site.

Upon termination, all provisions of these Terms which by their nature should survive termination shall survive, including but not limited to Sections 6 (Intellectual Property), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Indemnification), and 14 (Governing Law and Dispute Resolution).

**13. Governing Law and Dispute Resolution**

These Terms and any dispute or claim arising out of or relating to them, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of [Specify Governing Jurisdiction, e.g., the Federal Republic of Nigeria], without regard to its conflict of law principles.

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be submitted to [Specify Dispute Resolution Method, e.g., binding arbitration] in [Specify Location of Arbitration, e.g., Lagos, Nigeria] in accordance with the rules of [Specify Arbitration Institution, e.g., the Lagos Court of Arbitration]. The language of the arbitration shall be [Specify Language, e.g., English]. The decision of the arbitrator(s) shall be final and binding on the parties.

[**Alternative Dispute Resolution Clause (Optional):** If you prefer court litigation over arbitration, you can include a clause like this instead:]

Any legal suit, action, or proceeding arising out of or relating to these Terms or our Services shall be instituted exclusively in the courts located in [Specify Jurisdiction for Legal Proceedings, e.g., Lagos, Nigeria], and you irrevocably submit to the personal jurisdiction of such courts.

**14. Entire Agreement**

These Terms, together with our Privacy Policy and any other legal notices or policies published by us on the Site, constitute the entire agreement between you and Watawara concerning your use of our Services and supersede all prior and contemporaneous communications, agreements, representations, and warranties, both oral and written, with respect to the Services.

**15. Waiver and Severability**

No waiver by Watawara of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Watawara to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**16. Assignment**

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations under these Terms, in whole or in part, without your consent.

**17. Force Majeure**

We shall not be liable for any failure to perform or delay in performing our obligations under these Terms to the extent that such failure or delay is caused by events beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, lockouts, fires, floods, earthquakes, or other natural disasters, internet outages, or governmental actions.

**18. Contact Us**

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

**Watawara Customer Support** help@watawara.com

**19. Accessibility**

We are committed to making our Terms of Use accessible to everyone. If you have any difficulty accessing or understanding these Terms, please contact us using the contact information provided in Section 18, and we will make reasonable efforts to provide you with the information in an alternative format.

**20. Electronic Communications**

When you use our Services or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.