

Terms and Conditions

Please read these Terms and Conditions (“Terms”), which set forth the legally binding terms and conditions between you and Customtru Limited (“Customtru” or “the Company”, “We”, “Our”). It governs your access to and the use of Customtru’s website; <http://customtru.com/> (the “Website” or “Site”) and all services (the “Service”) offered by Customtru.

Our collection and use of personal information in connection with your access to and use of the Service is described in our [Privacy Policy](#).

Your access to use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service and all applicable laws and all conditions or policies referenced here.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Definitions

In these Terms and Conditions

“**Customer(s)**” refers to Users that access and make use the Service(s) via the Platform.

“**Platform**” refers collectively to the Customtru’s Website and other related Applications

“**Service(s)**” means the services described in section 3 of this Agreement.

“**Site**” refers to the website for the services rendered by Customtru which can be found at <http://customtru.com/>

“**Trupper(s)**” refers to agents, outfitters, or sales representatives working in partnership with Customtru to ensure: (i) that Vendors deliver the quality products and services to the Customers; and (ii) Customers’ satisfaction.

“**User(s)**” refers to individual(s) who access the Site or the Services.

“**Vendors**” refers to that person or entity who is registered by Customtru as a Vendor to provide the Services to the Customers

2. Acceptance of Terms

The Service is offered subject to acceptance of all the terms and conditions contained in these Terms and all other operating rules, policies, and procedures that may be published on the Site by the Company, which are incorporated by reference, including operating rules, policies, and procedures of third-party service providers to the site that are referenced herein. These Terms apply to every user of the Service. In addition, some Services offered through the Site may be subject to additional terms and conditions adopted by the Company. Your use of those Services

is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

The Company reserves the right, at its sole discretion, to modify or replace these Terms from time to time by posting the updated terms on the Site. It is your responsibility to check the Terms periodically for changes. If you object to any such changes, your sole recourse will be to cease using the Site and the Service. Your continued use of the Service following the posting of any changes to the Terms will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

The Company reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and Services or restrict your access to parts of or the entire Site without notice or liability.

3. Scope of Customtru's Services

- 3.1. Customtru is a company that operates a digital platform (the "Platform") that provides Users with custom fashion and tailoring services (the "Services") by connecting the Users with tailors, designers, stylists and fabric vendors.
- 3.2. Users of Customtru's services can access the Services as a Customer or a Vendor.
- 3.3. Customers can only access the Services by setting up an account on the Platform.
- 3.4. Vendors can access the Services by signing up with Customtru as Vendors.
- 3.5. Accounts opened on the Platform can only be used by the person in whose name they are registered under. The User is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to the Account assigned to her/him.
- 3.6. Customtru may make the access to and use of Customtru, or certain areas or features of the Platform, subject to certain conditions or requirements, such as signing up for an account, completing a verification process, or meeting an eligibility criteria.
- 3.7. You must be at least 18 years old and able to enter into legally binding contracts to access and use Customtru or register a Customtru Account. By accessing or using Customtru, you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

- 3.8. Despite the verification process, Customtru does not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users.

4. Accounts

- 4.1. In order to initiate and commence the use of our Services, all Users must register an account ("Customtru Account"). If you are registering a Customtru Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.
- 4.2. You can register a Customtru Account using an email address and creating a password.
- 4.3. You must provide accurate, current and complete information during the registration process and keep your Customtru Account profile page information up-to-date at all times.
- 4.4. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.
- 4.5. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- 4.6. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
- 4.7. You are liable for any and all activities conducted through your Customtru Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).
- 4.8. You agree to strictly observe the security and authentication procedures of the website/Service and you will log out from the website by taking proper steps at the end of every visit.

- 4.9. When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this Terms & Conditions, which may result in immediate termination of your account on our Service.

5. How it works

- 5.1. **Explore and Shop:** Upon setting up a Customtru Account on the Platform, you become eligible to explore and shop for exclusive designs and fabrics, and connect with top rated tailors, designers, stylists and fabric vendors.
- 5.2. **Measurements and fittings:** In addition to setting up a Customtru Account, you will be required to provide us with basic information about your measurement, design, style, and fabric as the case may be.
- **If you have your measurements:** Either the Vendors or Truppers will work with you to ensure that your measurements are accurate. Once the accuracy is confirmed, your measurements will be stored on your account. Please note that you are responsible for updating your measurements in the event of physical changes to the body.
 - **If you do not have your measurements:** You can either: (i) schedule a fitting by visiting a Vendor's location or other Customtru trained affiliate including Truppers; (ii) schedule a fitting at a specific location of your choice. As part of our safety and privacy policies for Customers, we recommend using office addresses and other public or landmark locations for measurements and fittings. We strongly advise against using home addresses for measurements and fittings. Please note that you may be charged additional costs for this service depending on the Vendor's service offerings; or (iii) schedule a fitting virtually where you can engage a Vendor, Trupper, or any other Customtru affiliate to walk you through the process of taking your measurements yourself during a video call. Virtual fittings can be done through whatsapp, skype, and facetime. In relation to virtual fittings, a free measuring tape will be sent to you to take your measurements by yourself, depending on the Vendor's service offerings or at the Customtru's discretion.
- 5.3. **Track and monitor your Order:** Our Vendors are trained to use a highly customised order management tool designed to make them more efficient. You can therefore request and receive progress updates, and monitor and track your custom order(s) in real time on the Platform.

6. Payments

- 6.1. When you place an order, funds equal to the total value of your order will be reserved against the card you are paying with during the checkout process.
- 6.2. Payments are required to be made in full, and will be held in an escrow account. 30% of your payment will be disbursed to Vendors once order requirements are met, and order fulfilment processes begin. The remaining 70% of your payment will be disbursed to the Vendors once your order(s) have been completed and delivered.

7. Delivery

- 7.1. Vendors shall be responsible for ensuring the timely delivery of the completed products to the Customers. Customtru may however at its discretion partner with logistics companies to assist the Vendors in the delivery of completed products to the Customers.
- 7.2. In the event that a Customer gets his or her product later than agreed due to the negligence of a Vendor, the Customer will be refunded 65% of his/her payment, and the Vendor will be penalized by either being rated poorly, or downgraded on the Platform until the Vendor's services improve.

8. Return and Replacement Policy

- 8.1. If a custom product ordered is too tight or too loose, due to the negligence of a Vendor, you can either:
 - Return the custom product in person to the Vendor for adjustments, if the Vendor is local; or
 - Return the custom product to a Customtru affiliated tailor for adjustments.
- 8.2. If a product ordered is too tight to be adjusted, a replacement will be made and delivered to you by the Vendor free of charge.
- 8.3. Please note that if a product is too tight or too loose due to a Customer providing the Vendor with wrong measurements, the Vendor will not be held liable and the Customer will lose 100% of the amount paid for the product and/or service.
- 8.4. Where a Customer wants to return or replace a product ordered based on issues such as colour of fabric, quality of fabric, and other aesthetics or cosmetic

works that could have been addressed before the order processing commenced, such a Customer will lose 100% of the amount paid for the product.

- 8.5. If you provide a fabric, and the fabric is ruined due to a negligent act by a Vendor during an order fulfilment process, a replacement fabric will be provided to you by the Vendor and you may re-order if you wish.

9. Users' Representations & Warranties

Representations and warranties are statements and promises made by you to Customtru, which we rely on as being accurate in our dealings with you. You make the following representations and warranties to us at the time of agreeing to these Terms and every time you use Customtru's Services;

- a) you are over the age of 18 years;
- b) you are of sound mind and have the capacity to enter into a legally binding contract;
- c) all personal information that you provide about yourself are accurate and true to the best of your knowledge;
- d) you have carefully considered the risks involved with using the Site, and its Services;
- e) if you are registering or accepting these Terms on behalf of a legal entity such as a company, trust or partnership, you are legally authorised to do so and we may request evidence of such legal entitlement (by way of a copy of any document which shows the valid and subsisting authorisation);
- f) you will obtain such professional advice as is appropriate to protect your interests, including legal, tax, accounting and other advice; and
- g) you are not breaching any laws or regulations that are applicable to you or any company, trust or partnership upon whose instructions you are acting.

10. Intellectual Property

- 10.1. The Service and its original content, features and functionality are and will remain the exclusive property of Customtru Limited. Our trademarks may not be used in connection with any product or service without the prior written consent of Customtru Limited.
- 10.2. All content included on the Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Customtru or its content suppliers and protected by Nigerian and international copyright laws. The compilation of all content on the Site is the exclusive property of Customtru and protected by Nigerian and international

copyright laws. All software used on the Site is the property of Customtru or its software suppliers and protected by Nigerian and international copyright laws.

- 10.3. Customtru may, at its sole discretion, enable Users to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Platform ("User Content"); and (ii) access and view User Content and any content that Customtru itself makes available on or through the Platform, including proprietary Customtru's content and any content licensed or authorized for use by or through Customtru from a third party ("Customtru's Content and together with User Content shall be "Collective Content").
- 10.4. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit Customtru's website or Collective Content, except to the extent that you are the legal owner of certain User Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Customtru or its licensors, except for the licenses and rights expressly granted in these Terms.
- 10.5. Subject to your compliance with these Terms, Customtru grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to access and view any Collective Content made available on or through the website and accessible to you, solely for your personal and non-commercial use.
- 10.6. Users shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

11. Prohibited Activities

- 11.1. You shall not use the Services for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services. Violation of our rules may result in the termination and cancellation of your Account. You acknowledge and agree that we may terminate any Customtru Account at any time for any reason (including, but not limited to,

our independent assessment or the receipt of claims or allegations from third parties or authorities).

- 11.2. Users shall not utilize the Site or the Services for any illegal purpose.
- 11.3. Unless you have been specifically permitted to do so in a separate agreement with Customtru, you shall not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 11.4. You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Services. In connection with your use of the Site, you will not assist or enable others to:
 - breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
 - use the Site for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies endorsement, partnership or otherwise misleads others as to your affiliation with Customtru;
 - share nor re-sell a Customtru account to third parties
 - copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the Site in any way that is inconsistent with Customtru's Privacy Policy or these Terms or that otherwise violates the privacy rights of Users or third parties;
 - use the Site in connection with the distribution of unsolicited commercial messages ("spam");
 - offer as a trader;
 - use the Site with the intention to circumvent any Service fees or for any other reason;
 - request, accept or make any payment for orders outside of the Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Customtru harmless from any liability for such payment;
 - discriminate against or harass anyone on the basis of race, tribe, origin, religion, gender, physical or mental disability, medical condition, marital status, or age, or otherwise engage in any abusive or disruptive behaviour;

- use, display, mirror or frame the Platform, or any individual element within the Customtru Platform, Customtru's name, any Customtru's trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Customtru Platform, without Customtru's express written consent;
- dilute, tarnish or otherwise harm the Customtru brand in any way, including through unauthorized use of Collective Content, registering and/or using Customtru or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Customtru's domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Customtru or any of Customtru's providers or any other third party to protect the Customtru Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Customtru Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

11.5. You acknowledge that Customtru has no obligation to monitor the access to or use of the Platform by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Users agree to cooperate with and assist Customtru in good faith, and to provide Customtru

with such information and take such actions as may be reasonably requested by Customtru with respect to any investigation undertaken by Customtru or a representative of Customtru regarding the use or abuse of the Platform.

- 11.6. If you feel that any User you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Customtru by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

12. Links to Other Websites

- 12.1. Our Service may contain links to third-party web sites or services that are not owned or controlled by Customtru.
- 12.2. Customtru has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Customtru shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit or use.

13. Termination

- 13.1. We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach any of the Terms.
- 13.2. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

14. Indemnity

You agree to indemnify and hold harmless Customtru, its affiliates and subsidiaries, its officers, directors, employees and agents, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred as a result of:

- a) your fraudulent or illegal use of the Services or the Site;
- b) your negligence or any default by you of any of these Terms;
- c) any inaccurate or incomplete information that you have knowingly provided to us;
- d) your allowing any other person to access your account either with your permission or as a result of your failure to keep your username and password private;
- e) any service that you have offered, whether with or without our permission, to another third party using the Company's Services or Website;
- f) any claim made against you for actual or alleged infringement of the Company's Intellectual Property Rights or any actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services or your use of the Site.

15. Limitation of Liability

In no event shall Customtru, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- i. your use of the Site or the Services or your inability to use the Site or the Services;
- ii. any conduct or content of any third party on the Service;
- iii. interruption of Services, malware (including viruses and/or Trojans) and/or other errors over which Customtru has no control over;
- iv. any unauthorized access, use or alteration of your data or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose;
- v. any legal proceedings between the you and any third parties.

16. Disclaimer

- 16.1. Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 16.2. Customtru, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

17. Governing Law

- 17.1. These Terms shall be governed and construed in accordance with the laws of The Federal Republic of Nigeria, without regard to its conflict of law provisions.
- 17.2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

18. Dispute Resolution

- 18.1. Any disputes arising under or in connection with the validity, interpretation and performance of this Terms between Customtru and any third parties that cannot be resolved amicably by the parties through negotiation within 30 (thirty) days shall be resolved by Arbitration at the Lagos Court of Arbitration (LCA) before a single arbitrator in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria.
- 18.2. The Parties shall endeavour in good faith to mutually agree on the selection of an arbitrator. If the Parties cannot mutually agree on the selection of an arbitrator within ten (10) days of the request, they shall apply to the LCA to appoint an arbitrator. Arbitration proceedings shall be conducted in Lagos. The arbitrator will be requested to render an award within ninety (90) days and to

provide, in writing the reasoning for the award. The decision of any such arbitrator shall be final and binding on the parties.

18.3. Each party shall bear its cost in connection with the Arbitration and the arbitrator's fees shall be split equally between both parties.

19. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to Customtru Site or Services. You may submit Feedback by emailing us at info@customtru.com. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

20. Email Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail 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.

21. Changes to Terms & Conditions

Customtru reserves the right, in its sole discretion, to change the Terms under which <http://customtru.com/> is offered. The most current version of the Terms will supersede all previous versions. Customtru encourages you to periodically review the Terms to stay informed of our updates.

22. Contact Us

If you have any questions about these Terms and Conditions, please contact us at info@customtru.com or customerservice@customtru.com. This document was last updated on 7/8/2019.