

TROO TERMS AND CONDITIONS OF USE

Last Updated: 11th Aug, 2026

1. Introduction

These Terms and Conditions of Use (as updated from time to time, the “**Terms**”) apply between you, including your authorised employees, representatives, and agents, and **TROO**, and govern your access to and use of TROO’s products, software, hardware, platforms, applications, and services (collectively, the “**TROO Services**”).

References in these Terms to “**TROO**,” “**we**,” “**us**,” or “**our**” mean TROO and its applicable affiliates, representatives, employees, agents, contractors, and service providers.

References to “**you**,” “**your**,” or “**Merchant**” mean the individual, business, company, organisation, or other entity accessing or using the TROO Services.

These Terms apply to your use of TROO generally, including your participation in any TROO pilot, trial, testing programme, subscription, or other service arrangement.

2. Accepting the Terms; Use of the TROO Services

2.1 Acceptance

You accept these Terms when you use any of the TROO Services or click to accept these Terms where this option is made available to you.

Your acceptance of these Terms creates an agreement between you and TROO.

You may not use the TROO Services if you do not accept these Terms.

Where you accept these Terms on behalf of a business or organisation, you represent and warrant that you have the authority to use the TROO Services and to bind that business or organisation to these Terms.

2.2 TROO Account

After you accept these Terms, TROO may provide you with credentials or other access information required to create or access your TROO account.

You must provide TROO with honest, accurate, current, and complete information about you and your business, and promptly update such information where there are changes.

You are responsible for all activity associated with your TROO account and for ensuring that your authorised employees and representatives use the account appropriately.

TROO may change, update, add, or remove applications, features, functionality, or components that form part of the TROO Services.

2.3 Additional Terms

Certain TROO products, features, services, integrations, or programmes may be subject to additional terms, requirements, operating procedures, or guidelines.

Where applicable, you agree to comply with those additional terms as a condition of using the relevant TROO Service.

2.4 Compliance with Applicable Laws

Your use of the TROO Services and your operation of your business must comply with all applicable laws, regulations, rules, and industry requirements.

You are responsible for ensuring that your use of TROO and your business activities comply with all applicable requirements relating to your business, customers, employees, transactions, payments, taxation, privacy, data protection, and other applicable matters.

2.5 Prohibited Activities

In connection with the TROO Services, you will not, and will not authorise any third party to:

- a. provide false, inaccurate, misleading, or outdated information;
- b. use the TROO Services for fraudulent, deceptive, unlawful, or unethical activities;
- c. attempt to interfere with the proper functioning of the TROO Services;
- d. attempt to gain unauthorised access to TROO systems, accounts, networks, or data;
- e. use automated means, scraping, extraction tools, or similar methods to access or collect information from the TROO Services except where expressly authorised by TROO;
- f. introduce malicious code, viruses, malware, or other harmful components into the TROO Services;

- g. misuse customer information obtained through the TROO Services; or
- h. use the TROO Services in a manner that violates these Terms or any applicable law.

2.6 Merchant Responsibility

You are responsible for your acts and omissions and for the acts and omissions of your employees, contractors, representatives, agents, and other persons who access the TROO Services through your account or with your authorisation.

You must not represent or imply that you are an employee, representative, partner, or affiliate of TROO unless expressly authorised by TROO in writing.

2.7 Cooperation

You agree to reasonably cooperate with TROO where TROO needs information from you to:

- verify your identity or business;
- confirm compliance with these Terms;
- investigate technical or operational issues;
- maintain quality and security;
- provide support; or
- comply with applicable laws or regulatory requirements.

3. Grant of Licence

Subject to your compliance with these Terms, TROO grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the TROO Services solely for your internal business operations and for the purposes for which the relevant TROO Services are provided.

This licence does not transfer ownership of any TROO software, platform, technology, intellectual property, or other proprietary materials to you.

You may not sublicense, assign, resell, or otherwise transfer your rights under this licence unless expressly authorised by TROO in writing.

4. Restrictions

You shall not, and shall not permit any third party to:

- a. access or attempt to access any TROO Service or functionality that is not intended to be available to you;
- b. use the TROO Services through any unauthorised service bureau, timesharing arrangement, network, consortium, or similar arrangement;
- c. access or use the TROO Services for purposes other than those permitted by these Terms;
- d. perform or attempt to perform any action that interferes with the proper operation of the TROO Services;
- e. impose an unreasonable or excessive load on TROO's infrastructure, systems, networks, or services;
- f. copy, reproduce, modify, translate, adapt, or create derivative works from the TROO Services;
- g. reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying technology of the TROO Services, except where expressly permitted by applicable law; or
- h. use the TROO Services in violation of any applicable law or regulation.

5. Other Requirements and Limitations

5.1 Internet and Connectivity

Your use of TROO Services that depend on the internet, mobile networks, Wi-Fi, or other connectivity is subject to the availability and performance of those services.

You are responsible for maintaining the internet connection, network infrastructure, electricity supply, and other connectivity requirements necessary for your use of TROO, unless otherwise agreed with TROO.

5.2 Compatible Devices

Certain TROO Services may only function with approved or compatible hardware, operating systems, devices, or configurations.

TROO may change the devices or technical specifications that are supported by its Services from time to time.

5.3 Service Disruptions

TROO shall not be responsible for failures, delays, interruptions, or disruptions arising directly or indirectly from circumstances outside TROO's reasonable control, including internet service providers, telecommunications networks, power outages, third-party services, hardware failures, or other infrastructure outside TROO's control.

6. Communicating with Customers

Where TROO provides functionality that enables you to communicate with your customers, you are responsible for ensuring that your use of such functionality complies with applicable laws and regulations.

You are responsible for obtaining any required consent before sending marketing or other communications to your customers.

You must honour valid customer requests to opt out of marketing communications where required by applicable law.

You remain responsible for your own customer communication, cancellation, refund, and customer service policies unless otherwise expressly agreed with TROO.

7. Third-Party Services

The TROO Services may integrate with or provide access to products, software, payment providers, applications, platforms, APIs, or other services provided by third parties (**“Third-Party Services”**).

Where you choose to use a Third-Party Service, you may be required to agree to separate terms with the applicable third-party provider.

TROO is not responsible for Third-Party Services that are not owned or controlled by TROO.

Your use of Third-Party Services is subject to the terms, conditions, privacy policies, and requirements of the applicable third-party provider.

TROO does not guarantee the availability, performance, security, or functionality of any Third-Party Service.

8. Maintenance and Updates

8.1 Maintenance

TROO may perform scheduled or unscheduled maintenance on its Services.

Maintenance may result in temporary interruptions, delays, reduced functionality, or unavailability.

TROO will make reasonable efforts to minimise disruption where reasonably practicable.

8.2 Updates and Improvements

TROO may release enhancements, improvements, updates, bug fixes, security patches, or other changes to the TROO Services.

You agree to reasonably cooperate with TROO where an update or configuration change is required for continued functionality, security, or compatibility.

8.3 Hardware and Software Updates

Certain TROO hardware or software may automatically download or install updates.

You agree not to intentionally interfere with or disable required updates where doing so may compromise the security, functionality, or operation of the TROO Services.

9. Fees

You agree to pay all applicable fees for the TROO Services, hardware, subscriptions, and other products or services purchased or used by you.

Applicable fees, payment terms, billing cycles, and charges may be communicated through an applicable order form, quotation, subscription arrangement, commercial agreement, invoice, or other communication from TROO.

Unless otherwise expressly stated, applicable taxes, duties, levies, and governmental charges associated with your use of the TROO Services may be payable by you.

TROO may change its fees from time to time and will provide reasonable notice where required.

10. Term and Termination

10.1 Term

These Terms apply for as long as you access or use the TROO Services, unless terminated earlier in accordance with these Terms or another applicable agreement.

10.2 Termination by TROO

TROO may suspend or terminate your access to the TROO Services where:

- You breach these Terms;
- You fail to pay applicable fees;
- Your use of the TROO Services creates a security, legal, or operational risk;
- You engage in fraudulent or unlawful activity; or
- TROO is otherwise required to do so by law or a competent authority.

Where reasonably practicable, TROO may provide notice before termination or suspension.

10.3 Termination by Merchant

You may stop using the TROO Services or terminate your account in accordance with any applicable subscription or commercial agreement.

10.4 Effect of Termination

Upon termination:

- a. Your right to access and use the applicable TROO Services will end;
- b. You must stop using the applicable TROO Services;
- c. You must settle any outstanding amounts owed to TROO;
- d. You must return any TROO-owned hardware that you are not entitled to retain; and
- e. Any provisions that by their nature should survive termination will continue to apply.

10.5 Data Following Termination

Following termination, TROO may retain or delete data in accordance with its applicable data retention obligations, Privacy Policy, applicable law, and any applicable commercial agreement.

Where applicable, TROO may provide a reasonable opportunity for you to retrieve your business data before deletion.

11. Privacy and Data Use

11.1 Collection and Use of Data

TROO may collect information relating to your business, employees, authorised users, customers, transactions, devices, and use of the TROO Services (“**TROO Data**”).

TROO may use such information as necessary to provide, operate, secure, support, maintain, analyse, and improve its Services.

11.2 Compliance with Data Protection Laws

You must comply with all applicable privacy and data protection laws in connection with your collection, use, disclosure, storage, transfer, and processing of personal information through the TROO Services.

11.3 Security

You must implement reasonable safeguards to protect personal information and other data that you collect, access, download, export, or otherwise process through the TROO Services.

You are responsible for ensuring that information exported from TROO is appropriately protected once it is transferred to your own systems or environment.

11.4 Customer Data

Where you use TROO to collect, process, store, or otherwise manage customer information, you remain responsible for ensuring that you have the necessary rights, permissions, notices, and lawful basis required to do so.

11.5 Analytics and Aggregated Data

TROO may use data generated through the TROO Services to create aggregated, anonymised, or de-identified information for legitimate business purposes, including analytics, research, product development, service improvement, and reporting, provided that such information does not identify an individual or disclose confidential Merchant information where prohibited by applicable law.

12. Protecting Information

12.1 Confidential Information

You must safeguard confidential information provided or made available to you by TROO and must use such information only for purposes connected with your use of the TROO Services.

You must not disclose TROO's confidential information to third parties except where:

- TROO has authorised the disclosure;
- disclosure is required by law; or
- The recipient is an authorised employee, professional adviser, contractor, or service provider who needs the information for a legitimate purpose and is subject to appropriate confidentiality obligations.

12.2 Account Security

You are responsible for keeping your usernames, passwords, access codes, authentication information, and other account credentials secure and confidential.

You must immediately notify TROO if you become aware of any loss, theft, unauthorised access, or suspected compromise of your account credentials.

You are responsible for activity carried out through your account unless caused by TROO's own failure to maintain reasonable security.

12.3 Feedback and Suggestions

You may provide comments, suggestions, ideas, or feedback about the TROO Services.

By submitting feedback, you acknowledge that TROO may use such feedback to improve, develop, or enhance its products and services without being required to compensate you, provided that TROO does not use your confidential information contrary to these Terms.

13. Intellectual Property

13.1 TROO Ownership

All rights, title, and interest in and to the TROO Services, including software, technology, designs, interfaces, documentation, content, trademarks, logos, processes, algorithms, methods, and related intellectual property, remain the property of TROO or its applicable licensors.

Nothing in these Terms grants you ownership of any TROO intellectual property.

13.2 Restrictions

You shall not, and shall not permit any third party to:

- a. decompile, disassemble, reverse engineer, or attempt to discover the source code or underlying technology of the TROO Services, except where expressly permitted by law;

- b. modify, translate, or alter the TROO Services;
- c. create derivative works based on the TROO Services;
- d. copy or reproduce the TROO Services except as expressly permitted;
- e. republish, distribute, sell, sublicense, or commercially exploit the TROO Services; or
- f. remove or alter proprietary notices, trademarks, copyright notices, or other ownership information.

13.3 Licence to Use Software

Where TROO provides software or documentation to you, such software and documentation are provided under a limited, non-exclusive, non-transferable, revocable licence solely for your authorised use of the TROO Services.

14. TROO Services Disclaimer

Your use of the TROO Services is at your own risk.

To the maximum extent permitted by applicable law, the TROO Services are provided on an **“as-is” and “as-available”** basis.

TROO does not guarantee that the TROO Services will:

- operate continuously or without interruption;
- be completely error-free;
- meet every business requirement;
- be available at all times;
- be compatible with every device or third-party system; or
- be free from technical issues.

TROO will make reasonable efforts to provide reliable products and services but does not guarantee uninterrupted or error-free operation.

15. Your Responsibilities

You shall:

- a. comply with all applicable laws, regulations, rules, and standards relating to your business and use of the TROO Services;
- b. use the TROO Services only as permitted by these Terms;
- c. obtain and maintain all licences, permits, approvals, registrations, and consents required for your business;
- d. ensure that all information and data provided to TROO is accurate, complete, and lawful;
- e. ensure that your employees and authorised users comply with these Terms;
- f. maintain reasonable security measures for your systems, accounts, devices, and data;
- g. fulfil your obligations to your customers; and
- h. remain responsible for the products and services you sell or provide through your business.

TROO is not responsible for the legality, quality, accuracy, or fulfilment of products or services offered by the Merchant.

16. Limitations on Liability and Damages

To the maximum extent permitted by applicable law, TROO and its affiliates, directors, officers, employees, agents, contractors, and service providers will not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages, including loss of profits, revenue, business opportunities, goodwill, or anticipated savings arising from or relating to your use of the TROO Services.

TROO will not be responsible for losses resulting from circumstances outside its reasonable control, including internet or network failures, power outages, third-party service failures, telecommunications disruptions, or unauthorised access resulting from your failure to maintain appropriate account security.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited under applicable law.

17. Indemnity

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless TROO, its affiliates, directors, officers, employees, agents, contractors, and representatives

from claims, losses, damages, liabilities, costs, and reasonable expenses arising from or relating to:

- a. your breach of these Terms;
- b. your misuse of the TROO Services;
- c. your violation of applicable laws or regulations;
- d. your products, services, transactions, or dealings with your customers;
- e. your violation of a third party's rights, including intellectual property or privacy rights;
- f. your misuse of personal information;
- g. unauthorised access to the TROO Services through your account resulting from your actions or failure to maintain reasonable security; or
- h. your negligence, fraud, misconduct, or unlawful activity.
- i. retain or continue using any TROO hardware provided for testing or evaluation purposes without paying the applicable hardware charges where you choose to continue using TROO, or fail to return such hardware in good working condition, subject to reasonable wear and tear, where you choose not to continue using TROO after the agreed evaluation period.

18. Representations and Warranties

You represent and warrant that:

- a. you have the legal capacity and authority to accept these Terms;
- b. where you are accepting these Terms on behalf of a business or organisation, you have authority to bind that business or organisation;
- c. the information you provide to TROO is accurate and complete;
- d. your use of the TROO Services will comply with all applicable laws and regulations;
- e. you will not use the TROO Services for fraudulent or unlawful activities;
- f. transactions processed through your business represent genuine transactions for legitimate products or services; and

g. you have obtained all necessary rights, permissions, consents, and authorisations required for TROO to process information that you provide through the TROO Services.

19. Electronic Communications

By using the TROO Services, you consent to receiving electronic communications from TROO relating to your account, use of the Services, transactions, support, service updates, security matters, and other matters relating to your relationship with TROO.

Such communications may include emails, SMS, in-app notifications, telephone calls, or other electronic communications.

Where required by applicable law, you may be given the option to manage your communication preferences.

20. Amendment

TROO may update or amend these Terms from time to time to reflect changes to its Services, business operations, legal requirements, or other circumstances.

Where material changes are made, TROO will provide reasonable notice through its website, platform, email, or other appropriate communication channels.

Your continued use of the TROO Services after the effective date of the updated Terms constitutes your acceptance of the updated Terms.

21. Assignment

You may not assign, transfer, or otherwise dispose of your rights or obligations under these Terms without TROO's prior written consent.

TROO may assign or transfer its rights and obligations under these Terms to an affiliate, successor, purchaser, or other entity in connection with a merger, acquisition, restructuring, sale of assets, or similar transaction.

22. General Provisions

These Terms, together with any applicable commercial agreements, order forms, product-specific terms, and TROO policies referenced in these Terms, constitute the agreement governing your use of the TROO Services.

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

No waiver of any provision of these Terms will constitute a continuing waiver of that provision or any other provision.

These Terms do not create a partnership, joint venture, employment, agency, or franchise relationship between you and TROO.

Nothing in these Terms prevents either party from exercising any rights or remedies available under applicable law.

23. Governing Law and Dispute Resolution

These Terms shall be governed by and interpreted in accordance with the laws of the **Federal Republic of Nigeria**, without regard to conflict-of-law principles.

The parties will first attempt to resolve any dispute arising from these Terms through good-faith discussions.

Where the dispute cannot be resolved amicably, either party may pursue the remedies available to it under applicable Nigerian law.

24. Contacting TROO

If you have questions, concerns, or requests relating to these Terms or the TROO Services, you may contact TROO through the official contact channels provided on the TROO website or within the TROO platform.

TROO Website:

Email:

Support:

25. TROO Online Services

TROO may provide online services and functionality that enable Merchants to offer customers digital ordering, QR ordering, payment, customer-facing ordering interfaces, kiosks, or other digital hospitality experiences.

Where you use these services, you agree to:

- provide accurate product, menu, pricing, and business information;
- fulfil legitimate customer orders;
- maintain accurate availability and pricing information;
- comply with applicable laws relating to your products and services;
- maintain appropriate customer service, cancellation, and refund processes; and
- comply with any additional terms or requirements applicable to the specific TROO Service.

TROO may integrate with third-party payment providers, technology providers, or other services to enable certain functionality. Your use of those services may be subject to separate terms.

26. Merchant Acceptance

Because these Terms will be presented on the **TROO website**, I would keep the final acceptance interface separate from the legal document itself.

Before continuing, please confirm:

- ☐ I have read and agree to the TROO Terms & Conditions.
- ☐ I understand that where I participate in a TROO Pilot, any hardware provided to me remains TROO's property during the Pilot. If I choose to continue with TROO after the Pilot, I will be required to pay the applicable charges for the hardware I retain and for TROO software and services. If I choose not to continue with TROO, I will return all TROO-provided hardware.