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**Last Updated: December 4, 2025**

# TERMS OF SERVICE

## MagByte Analytics

### 1. ACCEPTANCE OF TERMS

Welcome to MagByte Analytics. These Terms of Service govern your use of our website, services, and data analytics solutions. By accessing or using our services, you agree to be bound by these terms. If you do not agree to these Terms of Service, please do not use our services.

### 2. DESCRIPTION OF SERVICES

MagByte Analytics provides data analytics services, including but not limited to:

- Business intelligence and data visualization
- Financial data analysis and reporting
- Custom analytics solutions
- Data processing and interpretation services
- Consulting and advisory services related to data analytics

### 3. USER ACCOUNTS AND REGISTRATION

#### 3.1 Account Creation

To access certain features of our services, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

#### 3.2 Account Security

You are responsible for safeguarding your account credentials and for any activities or actions under your account. You must notify us immediately of any unauthorized use of your account or any other breach of security.

## **4. DATA AND PRIVACY**

### **4.1 Data Submission**

When you submit data to MagByte Analytics for analysis, you represent and warrant that:

- You have the legal right to share and process such data
- The data does not violate any third-party rights
- You have obtained all necessary consents for data processing
- The data complies with applicable laws and regulations, including the Nigeria Data Protection Regulation (NDPR)

### **4.2 Data Usage**

MagByte Analytics will process your data solely for the purpose of providing analytics services to you. We will not sell, rent, or share your data with third parties except as described in our Privacy Policy or as required by law.

### **4.3 Data Security**

We implement appropriate technical and organizational measures to protect your data against unauthorized access, alteration, disclosure, or destruction. However, no method of transmission over the internet or electronic storage is 100% secure.

## **5. USER RESPONSIBILITIES**

You agree to use MagByte Analytics services only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the services in any way that violates any applicable national or international law or regulation
- Transmit any material that is defamatory, offensive, or otherwise objectionable
- Attempt to gain unauthorized access to any portion of the services or any other systems or networks

- Interfere with or disrupt the services or servers or networks connected to the services
- Use the services to transmit any viruses, worms, or other malicious code
- Reverse engineer, decompile, or disassemble any aspect of our services

## **6. INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Our Content**

The services and their original content, features, and functionality are owned by MagByte Analytics and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

### **6.2 Your Content**

You retain all rights to the data and content you submit to our services. By submitting content, you grant MagByte Analytics a limited license to use, process, and analyze such content solely for the purpose of providing services to you.

### **6.3 Analytics and Reports**

All reports, analyses, visualizations, and insights generated by MagByte Analytics using your data remain your property. However, we retain the right to use aggregated, anonymized data for improving our services and creating industry benchmarks.

## **7. PAYMENT TERMS**

### **7.1 Fees**

Certain services may be subject to fees as outlined in your service agreement or on our website. All fees are quoted in Nigerian Naira (NGN) or US Dollars (USD) unless otherwise specified.

### **7.2 Payment**

Payment is due according to the terms specified in your service agreement. Failure to pay may result in suspension or termination of services.

### **7.3 Refunds**

Refund policies will be determined on a case-by-case basis and must be requested in writing. Custom analytics work is generally non-refundable once commenced.

## **8. SERVICE AVAILABILITY AND MODIFICATIONS**

### **8.1 Availability**

We strive to maintain high service availability but do not guarantee uninterrupted access. Services may be temporarily unavailable due to maintenance, updates, or circumstances beyond our control.

### **8.2 Modifications**

MagByte Analytics reserves the right to modify, suspend, or discontinue any aspect of the services at any time. We will provide reasonable notice of significant changes when possible.

## **9. LIMITATION OF LIABILITY**

**IMPORTANT NOTICE:** MagByte Analytics provides analytics services for informational purposes. We do not provide financial advice, investment recommendations, or banking services.

To the maximum extent permitted by applicable law, MagByte Analytics shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses resulting from:

- Your access to or use of or inability to access or use the services
- Any conduct or content of any third party on the services
- Any content obtained from the services
- Unauthorized access, use, or alteration of your transmissions or content
- Decisions made based on analytics or reports provided by our services

## **10. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless MagByte Analytics, its officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms or your use of the services.

## **11. TERMINATION**

### **11.1 By You**

You may terminate your account at any time by contacting us in writing. Upon termination, your right to use the services will immediately cease.

### **11.2 By Us**

We may terminate or suspend your account and access to services immediately, without prior notice, for any reason, including but not limited to breach of these Terms.

### **11.3 Effect of Termination**

Upon termination, we will securely delete or return your data as agreed in your service agreement, subject to legal retention requirements.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

### **12.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law provisions.

### **12.2 Dispute Resolution**

Any dispute arising from these Terms or the services shall first be attempted to be resolved through good faith negotiations. If negotiations fail, disputes shall be resolved through arbitration in Lagos, Nigeria, in accordance with the Arbitration and Conciliation Act.

## **13. CHANGES TO TERMS**

MagByte Analytics reserves the right to modify these Terms at any time. We will notify users of material changes via email or through prominent notice on our website. Your continued use of services after such modifications constitutes acceptance of the updated Terms.

## **14. CONTACT INFORMATION**

If you have any questions about these Terms of Service, please contact us at:

## MagByte Analytics

Email: [data@magbyte.biz](mailto:data@magbyte.biz)

Website: [www.magbyte.biz](http://www.magbyte.biz)

## 15. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

## 16. ENTIRE AGREEMENT

These Terms of Service, together with our Privacy Policy and any other legal notices or agreements published by us, constitute the entire agreement between you and MagByte Analytics concerning the services.

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