**FIRST TEMPLATE**

**TERMS AND CONDITIONS OF USE**

DATE OF LAST UPDATE: [9th July, 2020]

**TERMS**

Hotels NG (the “**Company**”) operates a web/mobile application, “**MyCustomer App**” (the “**App**”) available on Google Play Store, iOS and other similar platforms also operates a website [App’s Website] (the “**Website**”).

By accessing our app, “**MyCustomer App**” (the “**App**”), you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing **MyCustomer**. The materials contained in **MyCustomer** are protected by applicable copyright and trademark law.

**USE LICENSE**

Permission is granted to temporarily download one copy of **MyCustomer App** per device for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

· Modify or copy the materials;

· Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

· Attempt to decompile or reverse engineer any software contained in **MyCustomer**;

· Remove any copyright or other proprietary notations from the materials; or

· Transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically be terminated if you violate any of these restrictions and may be terminated by **Hotels NG** at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**DISCLAIMER**

The materials within **MyCustomer** are provided on an 'as is' basis. **Hotels NG** makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, **Hotels NG** does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to **MyCustomer**.

**LIMITATIONS**

In no event shall **Hotels NG** or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use **MyCustomer**, even if **Hotels NG** or a **Hotels NG** authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**ACCURACY OF MATERIALS**

The materials appearing in **MyCustomer** could include technical, typographical, or photographic errors. **Hotels NG** does not warrant that any of the materials on **MyCustomer** are accurate, complete or current. **Hotels NG** may make changes to the materials contained in **MyCustomer** at any time without notice. However, **Hotels NG** does not make any commitment to update the materials.

**LINKS**

**Hotels NG** has not reviewed all of the sites linked to its app and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by **Hotels NG** of the site. Use of any such linked website is at the user's own risk.

**MODIFICATIONS**

**Hotels NG** may revise these terms of service for its app at any time without notice. By using **MyCustomer** you are agreeing to be bound by the then current version of these terms of service.

**GOVERNING LAW**

These terms and conditions are governed by and construed in accordance with the laws of Nigeria and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

**PRIVACY POLICY**

Your privacy is important to us. It is **Hotels NG's** policy to respect your privacy regarding any information we may collect from you through our app, **MyCustomer**.

We only ask for personal information when we truly need it to provide a service to you. We collect it by fair and lawful means, with your knowledge and consent. We also let you know why we’re collecting it and how it will be used.

We only retain collected information for as long as necessary to provide you with your requested service. What data we store, we’ll protect within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use or modification.

We don’t share any personally identifying information publicly or with third-parties, except when required to by law.

Our app may link to external sites that are not operated by us. Please be aware that we have no control over the content and practices of these sites, and cannot accept responsibility or liability for their respective privacy policies.

You are free to refuse our request for your personal information, with the understanding that we may be unable to provide you with some of your desired services.

Your continued use of our app will be regarded as acceptance of our practices around privacy and personal information. If you have any questions about how we handle user data and personal information, feel free to contact us.

This policy is effective as of 21 June 2020

**SECOND TEMPLATE**

**TERMS & CONDITIONS**

DATE OF LAST UPDATE: 21st June, 2020

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. You’re not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You’re not allowed to attempt to extract the source code of the app, and you also shouldn’t try to translate the app into other languages, or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to **Hotels NG**.

**Hotels NG** is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you’re paying for.

The **MyCustomer** app stores and processes personal data that you have provided to us, in order to provide our Service. It’s your responsibility to keep your phone and access to the app secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone’s security features and it could mean that the **MyCustomer** app won’t work properly or at all.

The app does use third party services that declare their own Terms and Conditions.

Link to Terms and Conditions of third-party service providers used by the app

\*[Google Play Services] (https://policies.google.com/terms)

You should be aware that there are certain things that **Hotels NG** will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but **Hotels NG** cannot take responsibility for the app not working at full functionality if you don’t have access to Wi-Fi, and you don’t have any of your data allowance left.

If you’re using the app outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third-party charges. In using the app, you’re accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you’re using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Along the same lines, **Hotels NG** cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can’t turn it on to avail the Service, **Hotels NG** cannot accept responsibility.

With respect to **Hotels NG’s** responsibility for your use of the app, when you’re using the app, it’s important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. **Hotels NG** accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.

At some point, we may wish to update the app. The app is currently available on Android – the requirements for the system (and for any additional systems we decide to extend the availability of the app to) may change, and you’ll need to download the updates if you want to keep using the app. **Hotels NG** does not promise that it will always update the app so that it is relevant to you and/or works with the Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you, we may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

**CHANGES TO THIS TERMS AND CONDITIONS**

We may update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page.

**These terms and conditions are effective as of 2020-06-21**

**CONTACT US**

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at [**E-MAIL**].

**PRIVACY POLICY**

**Hotels NG** built the **MyCustomer** app as a Free app. This SERVICE is provided by **Hotels NG** at no cost and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at **MyCustomer** unless otherwise defined in this Privacy Policy.

**INFORMATION COLLECTION AND USE**

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to N/A. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third party services that may collect information used to identify you.

Link to privacy policy of third-party service providers used by the app

[Google Play Services] (https://www.google.com/policies/privacy/)

**LOG DATA**

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

**COOKIES**

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

**SERVICE PROVIDERS**

We may employ third-party companies and individuals due to the following reasons:

\* To facilitate our Service;

\* To provide the Service on our behalf;

\* To perform Service-related services; or

\* To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

**SECURITY**

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

**LINKS TO OTHER SITES**

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

**CHILDREN’S PRIVACY**

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to carry out necessary actions.

**CHANGES TO THIS PRIVACY POLICY**

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page.

This policy is effective as of 2020-06-21

**CONTACT US**

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at [**E-MAIL**].