

## TERMS AND CONDITIONS

### **SIMPLEROOMS.NG IS A NO-COMMISSION FEES WEBSITE**

#### **1. Acceptance of Terms**

- 1.1 By accessing or using **simplerooms.ng** (the "Website"), a subsidiary of **Biodeb Group** ("we," "us," or "our"), you agree to comply with and be legally bound by these Terms and Conditions ("Terms"). If you do not agree, you must discontinue use immediately.

#### **2. Definitions**

- 2.1. "User" refers to any individual, organisation, or legal entity that accesses, browses, or interacts with the Website in any capacity, whether for property rental purposes, general information, or other services offered by Simplerooms.ng
- 2.2. "Landlord" denotes a User who registers on the Website to advertise, list, or offer a residential or commercial property for rent, lease, or sublease, and who engages with potential tenants through the platform's services.
- 2.3. "Tenant" signifies a User who utilises the Website to search for, inquire about, or express interest in renting or leasing a property listed by a Landlord, with the intent of entering into a Lease Agreement.
- 2.4. "Service": encompasses all functionalities provided by **SIMPLEROOMS.ng**, including but not limited to property listings, rental advertisements, tenant-landlord communication tools, payment processing, lease management, and any other features designed to facilitate property rentals and related transactions.
- 2.5. "Content" includes any form of information, media, or data uploaded, submitted, or displayed on the Website, such as property descriptions, photographs, videos, reviews, user profiles, and other materials shared by Users or the platform itself.
- 2.6. "Lease Agreement" refers to the formal, legally binding contract executed between a Landlord and a Tenant, outlining the terms and conditions of the rental arrangement, including rent amount, duration, obligations, and other clauses in compliance with applicable laws.
- 2.7. "NDPR" (Nigeria Data Protection Regulation 2019) represents the regulatory framework governing the collection, processing, storage, and protection of personal data in Nigeria, with which SIMPLEROOMS.ng complies to ensure user privacy and data security.

#### **3. Eligibility & Account Registration**

- 3.1. To register an account, users must meet specific eligibility criteria: individuals must be at least 18 years of age and possess the legal capacity to enter into binding contracts under applicable laws. Landlords are required to verify their ownership of listed properties by submitting a valid government-issued identification document (such as a passport, national ID, or driver's license) along with proof of property ownership, which may include a Certificate of Occupancy (C of O), deed of assignment, or land registry documents. Providing

## TERMS AND CONDITIONS

false, incomplete, or misleading registration details may lead to immediate account suspension or termination. Additionally, Nigerian residents must ensure full compliance with local property regulations and tenancy laws governing rental agreements.

- 3.2. For tenants, mandatory verification includes submitting a valid identification document, such as a National Identification Number (NIN), international passport, driver's license, or voter's card, as well as employment or income verification (such as pay slips, bank statements, or employer confirmation) if requested by the landlord as part of the tenancy screening process.
- 3.3. This structured approach ensures transparency, legal compliance, and trust between all parties involved in the rental process.

### 4. User Responsibilities

- 4.1.1. **Landlord Obligations:** Landlords on SIMPLEROOMS.ng must ensure full compliance with Nigeria's Tenancy Laws by maintaining accurate, lawful, and non-discriminatory property listings. They are strictly prohibited from advertising fraudulent, non-existent, or illegally acquired properties and must promptly update or remove listings once a property is rented. Additionally, landlords must:
  - 4.1.2. Disclose all material defects (structural, legal, or functional) before tenancy agreements.
  - 4.1.3. Respond to tenant inquiries within 48 hours to facilitate smooth communication.
  - 4.1.4. Update listing status (e.g., "Rented") within 24 hours of finalizing an agreement to avoid misleading tenants.
  - 4.1.5. Refrain from creating fake accounts or impersonating others to manipulate listings.
  - 4.1.6. Guarantee legal authority to rent the property, ensuring no breach of ownership rights, contracts, or laws.
  - 4.1.7. Upload only legally permitted visuals (photos/videos) no older than 7 days, ensuring authenticity and relevance.
  - 4.1.8. Failure to adhere to these terms may result in account suspension, legal action, or penalties under **simplerooms.ng** policies and Nigerian tenancy regulations.
- 4.1.9. **Tenant Obligations:** Tenants using SIMPLEROOMS.ng are required to provide truthful personal ID, employment, and financial details to verify eligibility.
- 4.1.10. Conduct due diligence, including physical property inspections and background checks on landlords, before committing.
- 4.1.11. Strictly adhere to lease terms, including timely rent payments and property maintenance.

### 5. Prohibited Activities

- 5.1. Users are strictly prohibited from engaging in any of the following activities, which violate the platform's terms of service, ethical guidelines, and applicable laws, including Nigeria's Anti-Discrimination Laws.
- 5.2. Posting Fraudulent, Duplicate, or Illegal Listings: Users must not upload misleading, counterfeit, or unlawful content, including scams, or prohibited items.

## TERMS AND CONDITIONS

- 5.3. Discrimination & Hate Speech: Any form of discrimination based on tribe, religion, gender, disability, or other protected characteristics is banned, and violators will face immediate account suspension.
- 5.4. Scams, Phishing & Harassment: Deceptive practices, fraudulent schemes, impersonation, or malicious attempts to steal personal or financial information are strictly forbidden.
- 5.5. Unauthorized Access & Disruption: Reverse-engineering, hacking, or disrupting the Website's operations, including bypassing security measures, is illegal and will result in legal action.
- 5.6. Financial Crimes: Fraud, money laundering, illegal transactions, or any form of financial exploitation will lead to permanent bans and possible law enforcement involvement.
- 5.7. Fee Evasion: Attempting to circumvent platform fees by conducting transactions or communications outside the Website undermines trust and is grounds for account termination.
- 5.8. Violations will result in penalties ranging from content removal and account suspension to legal consequences under Nigerian laws. Users are expected to adhere to these rules to maintain a safe and fair marketplace.

### 6. Advertising services

- 6.1. Listing and advertising on **SIMPLEROOMS.ng** are for private landlords, and letting agents are not permitted to advertise here. Placing advertisement on **SIMPLEROOMS.ng** means that you are the legal owner of such property, or have gained authorisation from the rightful owner. Advertisement placement of a property can only be made by placing an order through the **Simplerooms.ng**
- 6.2. All listings must be currently available for rent. Fake or "bait-and-switch" ads are strictly prohibited.
- 6.3. Advertisements can only be placed by submitting an order through **Simplerooms.ng**
- 6.4. Posting multiple ads for the same room or property is not allowed. Violations will result in ad removal and account bans.
- 6.5. By providing advertising content to us, you grant us a non-exclusive, perpetual, irrevocable, royalty-free license to use, modify, reproduce, distribute, display, and edit the content in relation to our services, as well as the right to sublicense these permissions. You will not receive compensation for our use of this content, and we retain the sole discretion to remove or modify it at any time. Additionally, you confirm that you have all necessary rights to grant us these permissions.
- 6.6. Failure to comply with these terms may lead to removal of ads and permanent suspension from the platform.

### 7. Tenant Reference and ID Checks

- 7.1. Upon a landlord's request, we provide a tenant referencing service designed to assist in evaluating potential tenants by verifying their rental history, creditworthiness, and employment status. This service aims to support informed leasing decisions; however, we do not guarantee the absolute accuracy of the information obtained or the future reliability of the referenced tenants, as circumstances may change beyond our assessment. Landlords are encouraged to use this service as one of several tools in their tenant screening process.

## TERMS AND CONDITIONS

### 8. Third-Party Services

- 8.1. **SIMPLEROOMS.ng** provides access to various third-party services, for which we may earn a commission, profit, or other financial benefits. These services are entirely optional, and the choice to use them is always yours.

### 9. Prohibition of Commission Fees

- 9.1. Landlords advertising on our website agree not to impose any administrative or compulsory one-off charges on tenants, including (but not limited to) commission fees for property viewings, agency fees, legal fees, rental applications, referencing, inventory, tenancy setup or any other related fees that violate **SIMPLEROOMS.ng's** policies. This applies regardless of whether such fees are legally prohibited in the property's location.
- 9.2. Landlords who collect a Deposit from tenants must comply with the Tenant Fees Act, including:
  - 9.2.1. Limiting the Deposit to no more than 10% rent value.
- 9.3. To ensure fairness and avoid tenant confusion, **SIMPLEROOMS.ng** requires all property ads to be easily comparable, regardless of tenancy type. We reserve the right to:
  - 9.3.1. Notify landlords of non-compliant listings.
  - 9.3.2. Amend adverts to align with our Terms and Conditions at our discretion.
- 9.4. If a landlord breaches any of these terms, **SIMPLEROOMS.ng** reserves the right to suspend their account and banned account in extreme cases.

### 10. Rent Agreement Service

- 10.1. **SIMPLEROOMS.ng** provides a paid **Rent Agreement Service** but does not act as a legal party to facilitate:
  - 10.1.1. Digital tenancy agreement signing.
  - 10.1.2. Secure deposit holding & protection.
  - 10.1.3. Automated rent collection & transfer to landlords.
  - 10.1.4. Tenant must pay a refundable deposit (amount specified in the tenancy agreement).
  - 10.1.5. Deposit is held in a secured account or protected via a government-approved scheme (if required by law).
- 10.2. Landlords may claim deductions for:
  - 10.2.1. Unpaid rent/utilities.
  - 10.2.2. Property damage beyond fair wear & tear.
  - 10.2.3. Breach of tenancy terms.
- 10.3. Deposit (or balance) is refunded to Tenant within 7 days of tenancy end, minus valid deductions. Disputes resolved via **SIMPLEROOMS.ng** mediation or the deposit scheme's arbitration.
- 10.4. Both parties agree to adhere to all applicable tenancy deposit regulations, including timely protection and transparent communication regarding deposit handling.
- 10.5. Landlords/Tenants are solely responsible for rent terms.
- 10.6. We recommend legal review before signing.
- 10.7. First rent payment is transferred within 48 hours of Tenant move-in confirmation. Subsequent rents are sent thereafter if applicable (or as per agreement).
- 10.8. Our fee for providing Rent Agreement Service is as advertised or agreed. All fees are non-refundable unless service is undelivered.

## TERMS AND CONDITIONS

### 11. Tenancy Agreements

- 11.1. Subject to Contract: The landlord's acceptance of a tenant's Offer (as outlined in the \*Tenancy agreement\*) is conditional and subject to contract. To finalise the tenancy via our **Rent Agreement service**, the Tenancy Agreement must be signed digitally on **Simplerooms.ng**
- 11.2. **SIMPLEROOMS.ng** acts solely as a neutral third-party platform for document completion and does not have a vested interest in the agreements.
- 11.3. **SIMPLEROOMS.ng** makes no representations or warranties regarding the accuracy, legality, or enforceability of documents processed through the service.
- 11.4. You are solely responsible for identifying all relevant parties in transactions conducted through the service and evaluating and accepting any associated risks.

### 12. Tenant Deposit Guarantee Agreement

- 12.1. The Tenant agrees to provide a deposit as security against damages, unpaid rent, or breaches of the tenancy terms. This deposit may be secured via a Tenant Deposit Guarantee Scheme (if applicable) or held in a protected account as required by law.
- 12.2. The Landlord shall secure the deposit within the legally required timeframe and provide the Tenant a written confirmation of the deposit protection, including scheme details and repayment conditions.
- 12.3. At the end of the tenancy, the deposit (or remaining balance) will be refunded to the Tenant within seven days, minus any lawful deductions for:
  - 12.3.1. Unpaid rent or utilities.
  - 12.3.2. Damage beyond fair wear and tear.
  - 12.3.3. Breach of tenancy obligations.
- 12.4. Disputes over deductions shall be resolved through the designated deposit scheme's dispute resolution process as per **section 16**.
- 12.5. Both parties agree to adhere to all applicable tenancy deposit regulations, including timely protection and transparent communication regarding deposit handling.

### 13. Fees & Payments

- 13.1. Subscription fees and premium listings apply as indicated on the platform, with costs clearly stated prior to user commitment. All payments are securely processed through trusted third-party approved payment gateways, ensuring encrypted transactions and compliance with financial security standards.

#### **13.2. Refund Policy**

- 13.2.1. **Listing Fees:** Non-refundable once processed, as these cover administrative and platform placement costs.
- 13.2.2. **Service Fees:** Refundable only if the tenant submits a written cancellation request at least 72 hours before the scheduled lease signing, subject to verification. Refunds outside this window or due to user negligence are not permitted unless mandated by the Nigerian Consumer Protection Council (CPC) regulations.

#### **13.3. Accepted Payment Methods**

- 13.3.1. Bank Transfers (Direct deposits to designated accounts)
- 13.3.2. Debit/Credit Cards (Visa, Mastercard, Verve)

## TERMS AND CONDITIONS

13.3.3. Approved Digital Payment Gateways (Flutterwave, Paystack, and other licensed Nigerian fintech platforms)

13.4. All transactions are final unless a valid refund request meets the stipulated conditions.

13.5. Payment terms are subject to change at our discretion, and advance notice may not always be provided.

### 14. Termination & Suspension

14.1. To maintain a secure, trustworthy, and legally compliant platform, we reserves the right to immediately suspend or terminate user accounts without prior notice under the following circumstances:

14.1.1. engagement in fraudulent or illegal activities, including scams, identity theft, financial fraud, or any violation of applicable laws;

14.1.2. repeated violations of platform policies despite prior warnings;

14.1.3. non-payment of outstanding subscription fees or service fees;

14.1.4. breaches of the agreed Terms of Service, including unauthorised use or misuse of platform services;

14.1.5. detections of suspicious or high-risk behaviour, such as the creation of fake accounts, payment fraud, or other malicious activities;

14.1.6. compliances with legal or regulatory requirements, including law enforcement requests or government directives.

14.2. While account terminations are generally permanent with reinstatement considered only under exceptional circumstances—users may submit an appeal for suspensions if they believe the action was unjustified. However, **SIMPLEROOMS.ng** disclaims all liability for any direct or indirect losses, damages, or inconveniences arising from account suspension or termination, regardless of the reason. Users are encouraged to review platform guidelines regularly to ensure compliance and avoid disruptions to their access.

### 15. Customer Support & Response Time

15.1. We strive to respond to customer support inquiries via email within the same business day under normal circumstances. Please note that this applies only to communications sent directly to **SIMPLEROOMS.ng's** support team and not to third parties such as landlords, tenants, subcontractors, or other users.

15.2. While we aim for prompt responses, certain situations may delay our reply. In such cases, we will address your request at the earliest possible opportunity.

15.3. Telephone calls made to **SIMPLEROOMS.ng** may be recorded for training, quality assurance, and monitoring purposes.

15.4. If an issue remains unresolved after contacting our support team, you may escalate it by emailing us and clearly stating that you wish to file a **formal complaint**.

15.5. All written complaints will receive an acknowledgment within 3 business days.

15.6. A senior team member will conduct a thorough investigation and provide a resolution as swiftly as possible.

### 16. Governing Law & Dispute Resolution

16.1. These Terms shall be governed by and construed in accordance with the laws of Nigeria. Any disputes arising hereunder shall be submitted for the following procedures:

## TERMS AND CONDITIONS

- 16.1.1. Negotiation: Before pursuing formal proceedings, all parties involved in a dispute must first engage in good-faith negotiations to resolve the matter amicably, ensuring a mutually agreeable solution without external intervention.
- 16.1.2. Mediation: If negotiation fails, SIMPLEROOMS.ng may step in to facilitate mediation through an accredited third-party mediator, where both parties will discuss the issue in a structured setting to reach a fair settlement; however, mediation services may incur an administrative fee, which will be communicated in advance.
- 16.1.3. Legal Action: Should mediation prove unsuccessful, either party reserves the right to escalate the dispute to the appropriate Nigerian courts, with Lagos State designated as the exclusive jurisdiction for legal proceedings, ensuring compliance with Nigerian law.
- 16.2. Mediation is a cost-effective, non-binding process where a neutral third party helps resolve disputes amicably
- 16.3. This structured approach ensures fairness, encourages out-of-court settlements where possible, and provides a clear legal pathway if necessary. The clause avoids lengthy court proceedings while ensuring compliance with Nigerian legal standards. This process encourages out-of-court settlements, saving time and costs for both parties
- 16.4. Nigerian law applies to the interpretation, validity, and enforcement of the agreement.

### 17. Amendments

- 17.1. We reserve the right to modify these Terms at any time, and your continued use of our services following such updates will constitute your acceptance of the revised Terms.
- 17.2. The Terms may be amended to reflect changes in legal requirements, business practices, or service enhancements.
- 17.3. While we may notify users of significant changes, it is your responsibility to review the Terms periodically.
- 17.4. By continuing to access or use our services after revisions take effect, you agree to be bound by the updated Terms.
- 17.5. If you disagree with any modifications, you must discontinue using the services, as ongoing use constitutes consent.

### 18. Intellectual Property Rights

- 18.1. All logos, trademarks, and proprietary content displayed on this platform are the exclusive intellectual property of **simplerooms.ng** or its duly authorised licensing partners, protected under applicable copyright, trademark, and international intellectual property laws. Unauthorised scraping, automated data extraction, replication, distribution, or any form of commercial or non-commercial misuse without prior written consent from **simplerooms.ng** is strictly prohibited and may result in legal action, including but not limited to injunctions, financial penalties, and criminal prosecution where warranted.

### 19. Indemnification

- 19.1. You agree to indemnify, defend, and hold harmless **Biodeb Group**, its subsidiaries, affiliates, directors, officers, employees, agents, and licensors from and against all

## TERMS AND CONDITIONS

claims, demands, lawsuits, liabilities, damages, penalties, losses, costs, and expenses (including reasonable legal fees) arising from or related to:

- 19.1.1. Your breach of these Terms (including any representations or warranties);
  - 19.1.2. Illegal, fraudulent, or unauthorized property transactions conducted through the Website;
  - 19.1.3. Misuse of the Website, including violations of applicable laws, intellectual property rights, or third-party privacy rights;
  - 19.1.4. Negligent or intentional misconduct in connection with your use of **Biodeb Group's** services.
- 19.2. This indemnification obligation shall survive termination of your account or access to the Website.
- 19.3. 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 principles. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in Lagos State, Nigeria.
- 19.4. Failure by **Biodeb Group** to enforce any right under these Terms does not constitute a waiver of future enforcement.
- 19.5. If any provision is deemed invalid, the remaining Terms remain in full force.
- 19.6. These Terms constitute the entire agreement between you and **Biodeb Group**, superseding prior agreements.

## 20. Privacy & Data Protection (NDPR Compliance)

- 20.1. We collect personal data (name, contact, employment, payment details) under the NDPR.
- 20.2. Users consent to data processing for service delivery.
- 20.3. Data may be shared with law enforcement if required.
- 20.4. Read our Privacy Policy for full details.
- 20.5. User data is processed per Nigeria's NDPA 2023.
- 20.6. We may share data with the law enforcement (if required) and third-party service providers (for verification).

## 21. Disclaimers & Liability

- 21.1. **SIMPLEROOMS.ng** is a listing platform only — not a real estate agent or legal advisor
- 21.2. **SIMPLEROOMS.ng** provides a website to directly connect landlords and tenants removing the agent's bureaucracy and excessive commission. However, **SIMPLEROOMS.ng** cannot guarantee the integrity of the information supplied on this website.
- 21.3. Even though, **SIMPLEROOMS.ng** have taking all necessary steps to scrutinise and investigate the accuracy of the information provided before onboarding users to maintain a high standard of information quality, **SIMPLEROOMS.ng** cannot make any absolute guarantee over the accuracy of any information supplied on this website.
- 21.4. You are strongly advise to ensure the accuracy of all information and of the integrity of all individuals you are transacting with before entering into any contract or agreement or making payments directly to them.
- 21.5. Information supplied on **SIMPLEROOMS.ng**, including content on our blog and social media accounts, does not constitute legal advice and is supplied for information purposes only.



## TERMS AND CONDITIONS

21.6. **SIMPLEROOMS.ng** does not guarantee property availability or Tenant/Landlord reliability.

21.7. Users interact at their own risk.

21.8. We are not liable for fraudulent user transactions, damages from property dealings, or issues due to website downtime, hacking, or technical failures.

21.9. We act solely as a platform and does not guarantee the condition, legality, or ownership of listed properties. Tenants bear responsibility for independent verification

## 22. Force Majeure

22.1. We shall not be held liable for any delays, failures, or cancellations resulting from circumstances beyond our reasonable control, including but not limited to: natural disasters (such as earthquakes, floods, or hurricanes), government actions (including regulatory changes, travel bans, or mandatory lockdowns), labour disputes or strikes, technical or infrastructure failures, prolonged internet or telecommunications outages, acts of war, terrorism, or civil unrest, or any other unforeseeable events that qualify as **force majeure** under applicable law. Affected obligations will be suspended for the duration of the disruption, and reasonable efforts will be made to mitigate impacts.