

Terms and Policies

Please read these Terms and Policies carefully before you start to use our Website or our Apps and before booking any third-party goods or services through our Website or our Apps. We recommend that you print a copy of these for future reference.

By using our website or our Apps, you confirm that you accept these Terms and Policies and that you agree to comply with them regardless of whether you choose to register with us. If you do not agree to these Terms and Policies, you must not use our Website or our Apps in any way.

1. Welcome to our website, www.Munnyfinds.com ("Website") and to the Munnyfinds Customer mobile application and the Munnyfinds Business Partner. The Website and our Apps are provided by Munnyfinds a company registered in Nigeria under number BN3215107 and whose registered office is at No 4B, Ogidi Crescent, Lekki Phase 1, Lagos, Nigeria ("Munnyfinds", "us", "we" or "our" for short). "You" and "your" means you as the user of our Website or our App.
2. The Website and our Apps have two main functions:
 - Aggregating of information and providing a centralized booking point for selected third party goods and services providers who wish to offer their goods and services for sale via our Website and our Apps ("Partners"); and
 - provision of general information relating to health and wellbeing
3. We have set out the terms under which we are providing you with access to our Website and our Apps and any products or services we offer from our website or our Apps. These include the terms and conditions that govern:
 - your rights to use and link to our Website and our Apps (our Website & App Terms of Use);
 - how we will use and protect information about you (our Privacy & Cookies Policy);
 - our booking terms and conditions in relation to the third-party products or services we offer from the Website or our Customer mobile application (our Booking Terms and Conditions); and
 - your obligations when uploading comments or other contributions and content to our Website or our Apps (our User Generated Content Policy), (together or individually these may be referred to as our "Terms and Policies").
4. Please note that the Terms and Policies do not govern the relationship as between Munnyfinds and our Partners. If you are an existing Partner, please check the "Partner Terms of Business" provided to you upon sign up. If you are not yet a Partner but would like to apply to Munnyfinds to become one of our Partners, please see <https://Munnyfinds.com/registerbusiness>
5. If you enter any prize competitions or other promotions on the Website or our Apps, separate terms and conditions may also apply in addition to our Terms and Policies. In the event of a

conflict between any additional terms and conditions and our Terms and Policies, such additional terms shall prevail to the extent of the conflict.

6. We may change our Terms and Policies from time to time, in which case up to date versions of such Terms and Policies will be available via the Website and our Apps. You should check these Terms and Policies regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to the Terms and Policies after you have been notified of the changes on our website or our Apps and/ or if you continue to access or use the Website or our Apps, where the updated Terms and Policies will be available for you to view.

WEBSITE & APP TERMS OF USE

Please read these Website & App Terms of Use carefully before you start to use our website or our Apps, as they apply to your use of our Website and our Apps. We recommend that you print a copy of these for future reference.

These Website & App Terms of Use refer to the following additional terms which also apply to your use of our Website and our Apps:

Our Privacy and Cookie Policy; and

Our Generated Content Policy.

By using our website or our Apps, you confirm that you accept these Website & App Terms of Use and that you agree to comply with them. If you do not agree to these Website & App Terms of Use, you must not use our website or our Apps.

Please note: these Website & App Terms of Use only cover your use of our Website and our Apps; they DO NOT apply to the third-party goods and services which are available for booking on our website or our customer mobile application. Please see our Booking Terms and Conditions for the terms and conditions which apply when you make any bookings or purchase any vouchers from our website or our customer mobile application.

Within these Website & App Terms of Use, the phrase “Terms and Policies” refers to any or all of the following policies: our Privacy and Cookie Policy, our User Generated Content Policy, these Website Terms and Conditions and our Booking Terms and Conditions.

1. Use of the Website and our Apps

- These Website & App Terms of Use set out how you may use our Website and our Apps. By accessing the Website or our Apps, you agree to these Website & App Terms of Use. These Website & App Terms of Use apply to whatever method you have used to access the Website or our Apps, including but not limited to the internet, digital television services and mobile phone.
- If you do not agree to these Website & App Terms of Use, you should not use the Website or our Apps. You should read all of the Website & App Terms of Use prior to using the Website or our Apps.

- By using our Website and Apps you warrant that you are legally capable of accepting these Terms of Use and that you will use our Website and Apps in compliance with all Terms and Policies.

2. Accessing our Website and our Apps

- Access to our Website and our Apps is permitted on a temporary basis. We reserve the right to withdraw or amend our Website or our Apps (and any products or services offered on them) without notice. We will not be liable if for any reason our Website, our Apps or any part of it or them is unavailable at any time or for any period.
- We update our Website and our Apps from time to time and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the Website or our Apps (or any part of them) at any time without notice.
- Materials and information posted on our Website, or our Apps are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by all applicable laws.
- You are responsible for making all arrangements necessary to access and view this Website and our Apps and should ensure you have up to date anti-virus software on any device from which you access our website or our App.
- You are responsible for ensuring that all persons accessing our Website or our Apps through your internet connection are aware of these Website & App Terms of Use.
- We specifically reserve the right to withdraw access to our Website and/or our App and/or cancel any order in the event that you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account.

3. Password and Account Security

- You are responsible for the safety and security of your password and log in details. To help protect against unauthorized access to your account you are advised to store your username(s) and password(s) safely and securely. Please ensure that your password is not one you have used before, that it is eight characters or more and, ideally, not one that you use on other sites. We recommend that you refrain from disclosing your username(s) and password(s) to anyone. We also recommend that you sign out of your account at the end of each session. You may also wish to close your browser window when you have finished your session, especially if you share a computer with someone else or if you are using a computer in a public place.
- If you suspect that unauthorized access has been made to your account, you must notify us immediately by contacting the Customer Service team via this web form. We will investigate any alleged unauthorized account activity. Notwithstanding any other terms pertaining to our right to disable or block access to your account, we reserve the right to disable or block

your account at any time where it is suspected that unauthorized access has been made to your account.

- Except in case of gross negligence on our behalf, we cannot be held liable for any possible damage or negative consequences caused by any unauthorized access to your account by third parties.

4 Misuse of our Website or our App

- You must not misuse our website or our Apps by:
 - knowingly introducing viruses, trojans, worms, logic bombs, time bombs, keystroke loggers, spyware, adware or other material, program or code which adversely affects the operation of any computer software or hardware (or is designed to do so); and/or
 - gaining or attempting to gain unauthorized access to the server on which our website or our Apps is stored, or any server, computer or database connected to our website or our App; and/or
 - attacking our website or our Apps via a denial-of-service attack or a distributed denial-of service attack.
- Breach of this clause might constitute a criminal offence under the Criminal Code. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website and our Apps will cease immediately.

5. Users

- If you are aged 18 years old or over, you may create an account and become a registered user of the Website and our Apps ("User").
- As a User you may have access to additional products or services and/or functionality, for example, the ability to create an account, save contact information, post user generated content ("UGC") onto the Website or via our Apps, and receive information about promotions and special offers which are restricted to Users, if any.
- Any personal information that you provide to us in the course of becoming a User or after registration will be held and used in accordance with any consent obtained from you and the terms of our Privacy and Cookies Policy.
- We also have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of any of our Terms and Policies.

- If you know or suspect that anyone other than you know your username or password, you must promptly notify us via this web form.

6. Posting User Generated Content

- If and where the functionality of the Website or our Apps allows, Users or other visitors to the Website or our Apps that log into a social media account via any widget or interface available on or off the Website may post UGC to the Website or via our App.
- Any UGC posted will be attributed to the username you provide or the username of the social media account you log in with, but we will not publish your email address on the Website or via our App.
- We reserve the right to refuse to publish any UGC (or remove without notice any previously published UGC) if it does not adhere to our User Generated Content Policy. We shall not be liable for any loss or damages whatsoever arising from such decision to refuse to publish (or to remove previously published) UGC.
- We also reserve the right to close the User accounts and/or ban particular users from being able to post UGC to the Website or via our Apps if they persistently and/or seriously breach the terms of the User Generated Content Policy.
- Views and opinions expressed in UGC submitted by Users or other members of the public are those of the individual submitting the UGC, not those of Munnyfinds and we accept no responsibility for the content of such UGC.
- However, if you find any UGC on the Website to be in any way offensive, obscene, defamatory, racist, harmful, inaccurate, unlawful, illegal, or deceptive in any way, please notify us by contacting us via this web form with the subject heading "Objectionable Content". On receipt of your complaint, we may remove or block access to the UGC complained of.

7. Intellectual property

- You may access, view, and print out one copy of this Website and all information, images, and other content (except for UGC) displayed on the Website or via our Apps ("Materials") strictly in accordance with these Website & App Terms of Use.
- You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you give appropriate acknowledgement to Munnyfinds.
- Nothing in the above license impairs or restricts any author's moral rights in respect of the Materials.

- We expressly reserve all intellectual property rights in and to the Website, our Apps and the Materials and your use of the Website, our App and the Materials is subject to the following restrictions. You must not:
 - remove any copyright or other proprietary notices contained in the Materials; and/or
 - use any Materials from the Website or our Apps in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; and/or
 - use, or cause others to use, any automated system or software to extract content or data from this Website or via our Apps ("screen scraping"), except in cases where you or any applicable third party has entered into a written license agreement directly with us that expressly permits such activity; and/or
 - reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame (or use any other browser or border environment), communicate to the public or circulate to any third party or exploit this Website, our Apps and/or the Materials for any commercial purpose, without our prior written consent by way of a license agreement.

8. Trademarks

We expressly reserve all rights in and to the www.Munnyfinds.com domain name and all related domains and sub-domains, the name "Munnyfinds", our logo device, service marks, trading names and/or trademarks. Other trademarks, products and company names mentioned on the Website or via our Apps may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

9. Linking to our Website

- You may link to any page of the Website, for non-commercial purposes provided that you do so in a way that is fair and legal, and which does not damage our reputation or take unfair advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.
- You must not link to our website in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website.
- Our website must not be framed or be subjected to any other browser or border environment on any other site.
- If you would like to link to our Website for commercial purposes or any purpose not included above, or if you would like to become a Partner, please contact us via this web form.

- We reserve the right to withdraw linking permission at any time and without notice.

10. Privacy, your personal data and cookies

The privacy of your personal data is important to us. Please see our Privacy & Cookies Policy for details of how we will process your personal data, where it is provided to us, and how we use cookies.

11. Third party content and third-party websites

- Our Website and our Apps may contain advertising submitted by third parties. Such third parties are independent service providers and are in no way agents or employees of our companies. They are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third-party advertising.
- Our Website, our Apps and/or the Materials may contain links or references to third party Websites (including those of our Partners). If you decide to visit any third-party site, you do so at your own risk. We are not responsible or liable directly or indirectly for the content, accuracy or opinions expressed in such websites or the standard of goods or services available through or on such Websites. Unless expressly stated otherwise, links do not imply that we are, or our Website or our Apps are, affiliated to or associated with such sites or approve the content thereof.
- Our communications with you may contain information sourced from third party Websites. Material from a third-party site will be marked as such and a link to the source website may be provided. We accept no responsibility or liability for any material supplied by or contained on any third-party Website which is linked from our communications with you, or any use of personal data by such a third party.
- The inclusion of any link in our communications with you does not imply endorsement by us of the linked site. If you decide to access linked third-party Websites, you do so at your own risk.
- Please remember that when you use a link to go from our Website or our Apps to another Website, our Terms and Policies (including our Privacy & Cookies Policy) will no longer be applicable. Your browsing and interaction on any other Website, including Websites which are linked to ours, is subject to that Website's own terms and policies. Please read those terms and policies before proceeding.

12. Our liability

- To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions, and representations that might otherwise be implied by law in relation to this

Website or our Apps. In particular, we do not represent or warrant that the Website or our Apps will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take your own precautions in this respect. In any event and to the extent permitted by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Website or our Apps.

- To the extent permitted by law we do not accept liability for any failure to maintain the Website or our Apps and/or late or failed delivery of any Materials.
- Please note that we only provide our Website and our Apps for domestic and private use, and you agree not to use our Website or our App for any commercial or business purposes unless we have approved you as a Partner.
- We do not accept any liability for the following types of loss, even if the loss is foreseeable: loss of income or revenue, loss of business, loss of profits, loss of anticipated savings, loss of data or waste of management of office time.
- The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials.
- We shall not be liable for any loss caused as a result of your actions or inactions based on the Materials available on this Website or via our Apps. We can furthermore not be held liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any independent third party. However, nothing in these Website & App Terms of Use shall affect your statutory rights, and nothing in these Website & App Terms of Use shall exclude our liability for death or personal injury arising through negligence, for fraud or fraudulent misrepresentation and/or anything else that cannot be excluded or limited by us under the law.
- The information presented or contained in the Munnyfinds Website is presented for informational purposes only. No information, whether oral or written, obtained by an End User from a Partner, a Partner from an End User, or from the Munnyfinds Website will create any warranty not expressly stated in this Agreement.

13. Serviced countries

- This Website and our Apps are provided for users in Nigeria only. Whilst access may be possible from outside Nigeria, neither this Website nor our Apps are intended for such use and such users access the Website and our Apps at their own risk.

14. Changes to our Website & App Terms of Use

- We may change these Website & App Terms of Use from time to time, in which case an up-to-date version will be available via the Website and our Apps. You should check these

Website & App Terms of Use regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to these Website & App Terms of Use after you have been notified of the changes on our Website or our Apps and/ or if you continue to access or use the Website or our Apps, where the updated Website & App Terms of Use will be available for you to view.

15. Legal compliance and applicable law

- The courts of Nigeria will have non-exclusive jurisdiction over any claim arising from or related to a visit to this Website or use of our Apps. Nigerian Law will apply to these Website & App Terms of Use.

16. Contact us

If you have any concerns or queries about material which appears on our Website or our Apps or if you have questions about your use of this Website, our Apps or these Website & App Terms of Use please contact us via this web form.

BY ACCESSING THE MUNNYFINDS WEBSITE, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU WILL ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, IMMEDIATELY STOP ACCESSING THE MUNNYFINDS WEBSITE