



## The Lagos Concierge Membership Agreement

This Membership Agreement (the “Agreement”) is entered into by and between The Lagos Concierge, a private limited company duly incorporated and existing under the laws of the Federal Republic of Nigeria, with its principal office located in Lagos, Nigeria (“The Lagos Concierge”, “Company”, “we”, “us”, or “our”), and the individual or entity (“Member”, “you”, or “your”) who accesses, uses, or subscribes to any of the membership services offered by the Company (collectively, the “Services”).

By registering for or using any of our membership tiers, you expressly acknowledge and agree to be legally bound by the terms and conditions set forth herein, as well as our Privacy Policy and any applicable supplementary documents or amendments.

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### 1. Membership Tiers and Benefits

The Lagos Concierge offers the following membership tiers, each providing distinct benefits, subject to modification at our sole discretion:

- **Circle (Complimentary Tier):** Includes access to curated digital updates, time-limited partner offers, and select vendor discounts.
- **Premium (Paid Tier):** Available via monthly or annual subscription. Includes access to day passes, exclusive experiences, expedited bookings, discounted rates, and special invitations to partner events.
- **Enterprise (Corporate Tier):** Tailored for organizations or frequent users; includes enhanced concierge assistance, complimentary airport protocol services, ground transfers, and preferential corporate pricing.

All benefits are non-transferable and applicable only to the registered Member. Full and updated details for each tier are published on our official website and may be modified without prior notice.

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## 2. Eligibility and Registration

To be eligible for membership:

- You must be at least 18 years of age or a legally registered business entity capable of entering into a binding contract.
- You agree to provide accurate, current, and complete registration information.
- You are solely responsible for safeguarding your login credentials and for all activity that occurs under your account.

We reserve the right to suspend or terminate your access if we reasonably suspect that the information provided is false, misleading, or violates applicable laws or this Agreement.

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## 3. Membership Fees and Billing

- **Circle:** Free of charge.
- **Premium:** Monthly or annual billing plans are available. Subscription fees are payable in advance and will renew automatically unless cancelled in accordance with Section 5.
- **Enterprise:** Requires annual prepayment. Custom invoicing may apply.

All payments are processed via secure, PCI-compliant payment gateways. By submitting payment details, you authorize us to charge the applicable amount to your payment method on a recurring basis as per your subscription plan. Prices are subject to change with no less than 14 days' notice.

Failure to remit payment may result in suspension or termination of your membership privileges.

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## 4. Term, Renewal, and Termination

- **Term:** Membership becomes effective upon successful registration and payment (where applicable).
- **Renewal:** Premium and Enterprise memberships renew automatically at the end of each billing period.

- **Cancellation:**
  - Premium: Requires at least 7 days' notice prior to renewal.
  - Enterprise: Requires at least 30 days' notice in writing prior to annual renewal.
- **Termination by Company:** We reserve the right to suspend or terminate your membership, without refund, for breach of this Agreement, fraudulent activity, misuse of services, or conduct that we determine to be harmful or detrimental to the Company, its vendors, or other members.

Upon termination, all accrued obligations and liabilities prior to the termination date shall survive.

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## 5. Use of Services

Membership is intended solely for the personal or authorized business use of the registered Member.

You agree:

- Not to resell, sub-license, or distribute access to services.
  - Not to engage in unauthorized commercial use without prior written consent.
  - To comply with all applicable laws and third-party rules, including those imposed by our partners and vendors.
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## 6. Member Responsibility and Damages

You are responsible for your actions and the conduct of any guests or persons who access services under your account. You shall be held financially liable for:

- Any damage caused to hotel property, private venues, transportation equipment (including but not limited to boats, yachts, aircraft, or vehicles), and
- Any additional charges, penalties, or cleaning fees incurred during your usage.

You agree to promptly reimburse The Lagos Concierge or any affiliated vendor upon receipt of notice substantiating such claims. We may, at our discretion, charge your payment method on file to satisfy verified claims.

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## 7. Scope of Concierge Services & Third-Party Disclaimer

Unless expressly stated otherwise, The Lagos Concierge operates as an **intermediary service provider**, facilitating connections between Members and independent third-party vendors.

**You acknowledge and agree that:**

- The Company does not own or operate accommodations, transport vehicles, or event venues unless explicitly stated.
  - We shall not be held liable for any acts, omissions, delays, injuries, losses, or failures arising from third-party vendors.
  - All bookings are governed by the terms and policies of the respective vendors.
  - We do not guarantee the continuous availability or performance of any vendor or third-party service.
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## 8. Force Majeure

The Lagos Concierge shall not be liable for any failure or delay in performance due to events beyond our reasonable control, including but not limited to acts of God, natural disasters, civil disturbances, governmental actions, or labor disputes.

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## 9. Confidentiality and Data Privacy

All personal and sensitive information provided by you shall be treated in accordance with our Privacy Policy, which is incorporated by reference.

We implement commercially reasonable security practices to protect your data; however, we shall not be liable for any unauthorized access, data breach, or loss unless due to gross negligence.

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## 10. Intellectual Property Rights

All materials, content, trademarks, service marks, logos, and branding related to The Lagos Concierge are protected by copyright and intellectual property laws. You may not copy, reproduce, modify, or distribute any such materials without express written consent.

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## 11. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless The Lagos Concierge, its affiliates, officers, employees, agents, successors, and assigns from and against any claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising from:

- Your breach of this Agreement;
  - Your use or misuse of the Services;
  - Damage to third-party property or persons;
  - Any claim made by a vendor or partner due to your conduct or negligence.
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## 12. Limitation of Liability

To the maximum extent permitted by applicable law:

- The Lagos Concierge shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits or data, even if advised of the possibility of such damages.
  - Our total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid by you to us in the twelve (12) months preceding the event giving rise to the claim.
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## 13. Amendments and Revisions

The Lagos Concierge reserves the right to update, revise, or modify this Agreement at any time. Such changes shall be effective upon posting on our website or notifying you via email. Your continued use of the Services following such changes constitutes acceptance of the revised terms.

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## **14. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts located in Lagos State, Nigeria.

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## **15. Entire Agreement**

This Agreement, including any referenced policies or addendums, constitutes the entire agreement between you and The Lagos Concierge with respect to your membership and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral.

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## **16. Severability**

If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary, and the remainder of the Agreement shall remain in full force and effect.

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## **17. Waiver**

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall constitute a waiver thereof. Any waiver must be in writing and signed by the waiving party.

*The Lagos Concierge*