

Terms and Conditions for Lynccup

Welcome to Lynccup, your one stop platform to organize events and catch up on all trending events around you. With Lynccup, Event booking has never been easier.

Please read these Terms and Conditions ("Terms"), which set forth the legally binding terms and conditions between you and Lynccup to understand how we have positioned our team and services to meet your needs as an event planner or a user looking to book for events around you.

These terms govern your access to and the use of Lynccup's website (the "Site") and all services (the "Service") offered by Lynccup.

Throughout the Site, the terms "we", "us" and "our" refer to Lynccup.

Our collection and use of personal information in connection with your access to and use of the Service is described in our **Privacy Policy**.

Your access to use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service and all applicable laws and all conditions or policies referenced here.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Site or use the Service.

1. Definitions

In this document, "User Agreement", "Agreement", "Terms and Conditions of Service" are synonymous and used interchangeably. In this Agreement, "you" or "your" or "User" refers to any person or entity using the service. Unless otherwise stated, "Lynccup," "we" or "our" or "us" will refer collectively to Lynccup.

2. Acceptance of Terms

The Service is offered subject to acceptance of all the terms and conditions contained in these Terms and all other operating rules, policies and procedures that may be published on the Site by us, which are incorporated by reference, including operating rules, policies and procedures of third-party service providers to the Site that are referenced herein. These Terms apply to every user of the Service.

In addition, some Services offered through the Site may be subject to additional terms and conditions adopted by us. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

3. Interruption and Termination of Service

We reserve the right, at our sole discretion, to modify or replace these Terms from time to time by posting the updated terms on the Site. It is your responsibility to check the Terms periodically for

changes. If you object to such changes, your sole recourse will be to cease using the Site and the Service. Your continued use of the Service following the posting of changes to the Terms will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

We reserve the right to change, suspend, or discontinue the Service (including but not limited to, the availability of any feature, database, or content) at any time for any reason. We may also impose limits on certain features and Services or restrict your access to parts of or the entire Site without notice or liability.

4. Creating Events

- i. We validate events owners' identity and existence by requesting for details like billing address, bank details and other necessary information from the event owners.
- ii. We promote all categories of events in Nigeria that are in compliance with the Nigerian law. This ranges from Social to Corporate events.
- iii. Only verified event owners are allowed to create events on our platform as we are passionate about protecting our users from fraudsters.
- iv. Event owners are solely responsible for ensuring that all events posted are always in compliance with applicable state and national rules and regulations.
- v. Event owners are expected to have required licenses and permissions needed to plan such events.

5. Event Booking

- i. We help event owners manage their guest and ease booking for users, we do not directly own the events. We are focused on facilitating easier transaction, registration and publicity for everyone using our platform either to create events or sign up for events.
- ii. For events you book on our platform, Lynccup will also receive payment on behalf of the event owners. We process payments through a third-party merchant (Paystack) with highly secure and reliable track record.
- iii. Upon booking for an event on our platform, a notification containing event details will be sent to your email address. For events added to your favourites, you will get a reminder email to register for them before the due date.
- iv. For paid events, you will receive a breakdown of payment made in your email address immediately you make payment on our platform.
- v. When booking for a friend or loved one, please fill in the names of the person in the exact order they have their names written on their valid ID cards.
- vi. For group booking for an event, an email or number will be provided on our platform on how to proceed.

6. Admission into Events

- i. To enter an event, you booked through our platform, you must go show your e-ticket received via email as evidence to be checked in.
- ii. It's important to go with a valid ID that shows your picture and matches with the name on your Lynccup ticket.
- iii. You cannot use the ticket for one event on Lynccup for another event on Lynccup. Every event on our platform has their separate tickets to make planning easier for event owners who trust us to simplify their process.
- iv. Please note that your ticket is not transferable to another user as it already bears your details on it.
- v. If for reasons beyond yours or our control you could not attend the event you booked through our platform, we won't be able to refund your ticket fee.
- vi. You are expected to abide by the rules and regulations outlined for the particular event you are attending like everyone attending the event.

7. Payment for Events

- i. Lynccup does not charge users for free events, there are no hidden charges for using our platform but for paid events, users are expected to pay the required fee for the event.
- ii. We work with payment processing merchants to process payments on our platform.
- iii. Your card details are not stored on our platform, we do not retain such information on our platform.
- iv. Upon paying for an event, an instant notification will be sent to your email address with details of payment and event you paid for.

8. Event Cancellation

For unforeseen and/or unavoidable circumstances where event cancellation has to happen, here is our process for handling this kind of situation;

- i. Event owners are expected to send emails to all attendees about the cancellation of the event at least 24 hours before the event, then make a complete refund to their bank accounts. Once we can verify this from our Lynccup admin, event owners will get the cancellation link.
- ii. It's important to note that all refunds must be made completely before we proceed with cancelling from our backend.

9. Privacy and Users' information

- i. We do not take advantage of user's personal information on our platform. All users' private details are protected by our **privacy policy**.
- ii. All credit details are also protected by our privacy rules. We are bound by the highest confidentiality in protecting your details and we ensure our payment processing merchant does the same.
- iii. All event organizers on our platform are expected to abide by our privacy rules and at no time allowed access to users' private details.
- iv. We advise our users to guard their login credentials safely to avoid being hacked by fraudsters.

10. Data Collection and Usage

Except to the extent, you have agreed otherwise in a separate written agreement between you and Lynccup, you may terminate your access to the Services and the general applicability of Terms by deleting your account.

Deleting your account shall result in a loss of data previously stored on the Lynccup application be it mobile or web and shall be deemed as the user exercising its right to erasure of data otherwise known as the right to be forgotten.

For up to 30 days after deletion it is still possible to restore your Lynccup account if it was accidentally or wrongfully deactivated, and after said period your account and data will be irretrievable.

If you are a Consumer using the Services without a registered account, your only option for these Terms to no longer apply is to stop accessing the Services indefinitely. So long as you continue to access the Services, even without an account, these Terms remain in effect. If there is a separate agreement between you and Lynccup governing your use of the Services and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Services after such termination or expiration.

11. Guideline for Event Owners

Event owners are crucial to our platform as they are major partners making events available on Lynccup for our users to register for. That makes it important for us to curate the following rules to guide them;

- i. We require additional information from event owners beyond the regular users' registration. This may include bank account or other payment account information, Tax Identification Numbers, date of birth, passport or driver's license number, country of origin, copies of government identification documents, current address, doing business as (DBA) names, description of products, website address and other personal information.

- ii. It is important to note that the verification process for event owners must be completed before we can upload their events for our users to view. But event owners can still upload events which will be only visible to them on their page pending completion of verification process.
- iii. We hold the right to suspend your account as an event owner for the following reasons;
 - a. Failure to provide all the required information requested to verify your profile.
 - b. Realization from our team that all details and information provided do not add up or are inaccurate.
 - c. When we realize from our due diligence that such person or organization has been banned from organizing such events within that jurisdiction.

12. Restriction of Users' Activities

In the interest of our users and to ensure we keep our platform safe and ethical we will constantly review content on our platform. We hold the right to suspend, restrict or terminate a user's account in the following scenarios;

- i. When users are in direct breach of this document agreement
- ii. When we notice fraudulent related activities going on in your account.
- iii. If a user continues to try to promote events that promotes criminal activities.

13. PROHIBITIONS

Lynccup frowns upon and prohibits any form of cyber bullying on its platform.

Granted that the term "cyber bullying" includes posting a message or statement on the Lynccup platform about any other person if both of the following apply:

- (1) The message or statement is intended to place a person in fear of bodily harm or death and expresses an intent to commit violence against the person.
- (2) The message or statement is posted with the intent to communicate a threat or with knowledge that it will be viewed as a threat.

In addition to the above, we also prohibit content that makes violent threats against an identifiable target. Violent threats are declarative statements of intent to inflict injuries that would result in serious and lasting bodily harm, where an individual could die or be significantly injured.

We do not tolerate content that wishes, hopes, promotes, incites, or expresses a desire for death, serious bodily harm or serious disease against an individual or group of people.

We take action against the use of insults, profanity, or slurs to target others. In some cases, such as (but not limited to) severe, repetitive usage of insults or slurs where the primary intent is to harass or intimidate others, we may require such an account to be banned.

In other cases, such as (but not limited to) moderate, isolated usage of insults and profanity where the primary intent is to harass or intimidate others, we may limit temporarily suspend your account pending an appeal and an undertaking to desist.

We do not tolerate inappropriate content such as nudity and adult content, or conduct amounting to unwanted sexual advances and content that sexually objectifies an individual.

This includes, but is not limited to:

sending someone unsolicited and/or unwanted adult media, including images, videos, and GIFs;

sexual discussion of someone's body;

solicitation of sexual acts; and

any other content that otherwise sexualizes an individual.

14. Dispute Resolution

For event organizers and users who encounter issues on our platform which requires clarification, you are advised to reach out to our support team via email or support lines provided in the contact page of our platform.

Upon breakdown of such attempts to get clarification and resolution on these terms and services offered by Lynccup;

- i. Any disputes arising under or in connection with the validity, interpretation and performance of these Terms between Lynccup and any third parties that cannot be resolved amicably by the parties through negotiation within 30 (thirty) days shall be resolved by Arbitration at the Lagos Court of Arbitration (LCA) before a single arbitrator in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria.
- ii. The Parties shall endeavour in good faith to mutually agree on the selection of an arbitrator. If the Parties cannot mutually agree on the selection of an arbitrator within ten (10) days of the request, they shall apply to the LCA to appoint an arbitrator. Arbitration proceedings shall be conducted in Lagos. The arbitrator will be requested to render an award within ninety (90) days and to provide, in writing the reasoning for the award. The decision of any such arbitrator shall be final and binding on the parties.

15. Features and Service Updates

- i. For new features and upgrades to our platform and services, updates will be provided to our users via email.
- ii. These updates will also be announced on the app as pop-up notifications.
- iii. Upon introduction of these new features and services, we will also provide an updated terms and conditions to cover the new service and ensure compliance to the national rules and regulations applicable.

16. Commercial Use of Our Content

We strongly frown against and prohibit users from crawling, scraping or extraction of data or contents with any other means from our platform for personal or commercial use. We might be forced to take legal action against users of our platform found doing this.

17. Indemnification

You agree to indemnify and hold Lynccup harmless and from any form of claim or demands by attorneys caused by your breach of this documented agreement. We shall also be free of any charge caused by your violation of other laws related to our third party services or applicable national laws you are expected to abide by.

You also agree to indemnify and hold harmless Lynccup, its affiliates and subsidiaries, its officers, directors, employees and agents, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred as a result of:

- a. your illegal use of the Service or the Site;
- b. your negligence or any default by you of any of these Terms;
- c. any inaccurate or incomplete information that you have knowingly provided to us;
- d. your allowing any other person to access your account either with your permission or as a result of your failure to keep your username and password private;
- e. any service that you have offered, whether with or without our permission to another, third party using the Service or Site; any claim made against you for actual or alleged infringement of Lynccup's intellectual property rights or any actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Services or you use of the Site

18. Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Lynccup. Our trademarks may not be used in connection with any product or service without the prior written consent of Lynccup.

Lynccup at its sole discretion, enables users to

- (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Site ("User Content"); and

- (ii) access and view User Content and any content that Lynccup itself makes available on or through the Platform, including proprietary Lynccup's content and any content licensed or authorized for use by or through Lynccup from a third party ("Lynccup's content" and together with user content, "Collective Content").
- (iii) You will not use, copy, adapt, modify, prepare derivative works of, distribute license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Collective Content, except to the extent that you are the legal owner of certain User Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Lynccup or its licensors, except for the licenses and rights expressly granted in these Terms.

Subject to your compliance with these Terms, Lynccup grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Site and accessible to you, solely for your personal and non-commercial use.

Users shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

19. Governing Law

- i. These Terms shall be governed and construed accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law provisions.
- ii. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to Lynccup's Site or Services. You may submit Feedback by emailing us at admin@lynccup.com

Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting your feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.