

TERMS OF SERVICE

Hello and welcome! We are glad that you are taking the time to read these terms of service (the “**Terms**”). These Terms are important as they, together with your booking confirmation email (the “**Booking Confirmation**”), set out the legal terms on which Hospitality Services are made available to you through our Service. They also cover any interactions or communications you have with us through our Service.

Your use of our Service is conditioned upon your acceptance of these Terms. To book a Hospitality Service, you must also accept these Terms. If you do not accept these Terms, then please do not use our Service or book a Hospitality Service.

We may change these Terms at any time and your future use of our Service following changes to these Terms is subject to you accepting those updated Terms. We recommend that you save or print a copy of these Terms.

Section 14 of these Terms contains an arbitration agreement and class action waiver that apply to all claims brought against us in the Federal Republic of Nigeria. Please read them carefully.

In these Terms:

“**we**”, “**us**” or “**our**” refer to Telarcove Ltd, a Limited Liability Company, having its registered office at 1, Zabayo Street, Off Ekenwa Road, Benin City, Nigeria, , which provides our Service
“**our Partners**” refers to any affiliated, co-branded or linked website through which our Company provides content or service

“**our Service**” refers to the provision of our websites, apps and online tools

“**Hospitality Provider**” refers to the Hospitality supplier making available the Hospitality Services to you through our Service

“**Hospitality Services**” refers to the Hospitality services made available to you by the relevant Hospitality Provider(s) through our Service, such as stays at a property, event rental, eatery ordering or things to do, etc.

“**you**” refers to you, the guest, client using our Service or making a booking with our Service.

Please read these Terms carefully.

Section 1 Rules and Restrictions

As well as these Terms, other terms and conditions provided by Hospitality Agency Providers (such as a property’s terms and conditions, event venue rental or food ordering agreement, etc.) also apply to your booking (“**Rules and Restrictions**”).

To make a booking, you must accept the Rules and Restrictions of the Hospitality Agency Provider that you select (such as payment of due amounts, refundability, penalties, availability restrictions and use of services, etc.). The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.

If you violate a Hospitality Agency Provider’s Rules and Restrictions, your booking may be cancelled, and you may be denied access to the relevant Hospitality Agency Service. You may also lose any money paid for such a booking and we or the Hospitality Agency Provider may debit your account for any costs we or they incur as a result of such violation.

Section 2 Using our Service

Our rules:

We provide our Service to help you find information about Hospitality Services and to assist you in booking those Hospitality Services. It is provided to you for no other purpose.

You agree that:

- you will only use our Service for personal and non-commercial purposes
- you must be at least 18 years of age and have the legal authority to enter into contracts
- you will use our Service lawfully and in compliance with these Terms
- all information supplied by you is true, accurate, current and complete
- if you have an account with us, you will:
 - safeguard your account information
 - be responsible for any use of your account by you or others
- if you book on behalf of others:
 - you will obtain their authorization prior to acting on their behalf
 - you will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to such terms
- you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking
- access, monitor or copy any content on our Service using any robot, spider, scraper or other automated means or any manual process
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure
- deep link to any part of our Service
- “frame”, “mirror” or otherwise incorporate any part of our Service into any other website.

Access:

We may, acting reasonably, deny anyone access to our Service at any time for any valid reason. We may also make improvements and changes to our Service at any time.

Account:

To create an account, you must be at least 18 years of age and follow the account creation instructions provided through our Service.

The account you create on our Service also allows you to access other sites, apps, tools and services offered by partners or affiliates of our Company. Please note that when using your Telarcove Account, the relevant terms of service displayed on the site, app, tools and services that you are using will govern your use of them.

For information on how to delete your account, sign into your account on our Service and follow the applicable account deletion process. For further information about your privacy rights (such as deletion or access), please see our Privacy Statement.

How we order your search results:

There are many Hospitality options available through our Service and we want to make your search results as relevant as possible. At the search results page you will see our default sort order, however you can select how to sort your results and also use filter options to prioritise results based on your chosen preferences, for example price, guest review score, or other criteria.

Section 3 Confirming a booking

Your Booking Confirmation includes the essential elements of your booking, such as the description of the Hospitality Service(s) booked and the price.

We will send your Booking Confirmation and any relevant documents to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please contact us via Telarcovehospitality@gmail.com

Section 4 Payment

Price:

The price of the Hospitality Service(s) will be as displayed on our Service, except in cases of obvious error.

Prices for Hospitality Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error. We display many Hospitality Services, and we try hard to ensure that the displayed price is accurate. We reserve the right to correct any pricing errors on our Service.

If there is an obvious error and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make available Hospitality Services to you at an incorrect (lower) price even after you have been sent a Booking Confirmation, if the error should reasonably have been apparent to you.

Payment verification:

You authorize our Company or the Hospitality Provider to:

- verify your payment method by obtaining a pre-authorization, charging a nominal fee or through other verification means, and
- on verification, charge your payment method.

Fees charged by banks:

Some banks and card issuers impose fees for local, international or cross-border transactions. For example, if you make a booking using a card issued in a different country from the Hospitality Provider's location or you choose to transact in a currency that is different from the local

currency of our Service, your card issuer may charge you an international or cross-border transaction fee.

Also, some banks and card issuers impose fees for currency conversion. For example, if you make a booking in a currency different to the currency of your credit card, your card issuer may convert the booking amount to the currency of your credit card and charge you a conversion fee. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuer. Our Company is not associated or responsible for any fees relating to varying exchange rates and card issuer fees.

Currency conversion:

Any currency conversion rates displayed on our Service are based on public sources and current exchange rates, which may vary between the time a booking. Such rates are provided for information purposes only and, while we seek to provide information that is correct, our Company does not guarantee the accuracy of such conversion rates because they are not within our control.

Alternative payment methods:

We may partner with providers of alternative payment methods, to provide our guests or clients with alternative payment methods. Our Company does not endorse or recommend any alternative payment provider or their products or services. Our Company is not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

Fraud:

If a booking or account shows signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request extra information from you.

If we reasonably conclude that a booking or account is associated with fraud, abuse, a government-sanctioned person or entity or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account
- close any associated accounts, and
- take legal action, including seeking to hold you liable for any loss.

Please contact us about the cancellation of a booking or closing of an account.

Section 5 Cancelling or changing a booking

Cancellation or change by you:

Cancellations or changes to a booking can be made by contacting us.

You do not have an automatic right to cancel or change a booking unless allowed by the relevant Hospitality Provider under their Rules and Restrictions (which are provided to you before you make a booking).

Hospitality Providers may charge you fees for cancelling (in full or part) or changing a booking. Such fees will be set out in the Rules and Restrictions. You agree to pay any charges that you incur. Please be aware that for changes, the price of your new arrangements will be based on the applicable price at the time you ask us to make the change. This price may not be the same as when you originally booked the Hospitality Services.

Please read the relevant Rules and Restrictions, so you know which terms apply to your booking. For example:

- if you book a stay at a property and you do not cancel or change your booking before the relevant cancellation policy period, you may be subject to the cancellation or change charges as shown in the relevant Rules and Restrictions
- some properties do not permit cancellations of, or changes to, bookings after they are made
- if you do not show up or fail to use some or all of the Hospitality Services booked, refunds may only be due to you in line with the relevant Rules and Restrictions, and
- where a cancellation affects more than one person on a booking, any applicable cancellation charge will be applied in respect of each person on the cancelled booking.

If you want to cancel or change any part of a booking and such cancellation or change is allowed by the relevant Hospitality Provider, then, in addition to any charges imposed by the Hospitality Provider, we shall also charge you an administration fee.

Other cancellation or change:

We (and the relevant Travel Provider) may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.

For a variety of reasons (such as a property is overbooked) due to some technical issues it is possible that a booking may be cancelled or changed by the Hospitality Provider or us. If this happens, we will make reasonable efforts to notify you as soon as possible, and offer alternative options/assistance where possible or a refund.

Refund:

Any refunds will be transferred back to you to the payment method you used to make the original booking. Such refunds will be made by the party that took your original payment. We do not have visibility of a Hospitality Provider's refund process. Our fees are not refundable unless this is stated otherwise during the booking process.

Section 6 Hospitality Service specific terms

This Section provides details of the terms relevant to the specific Hospitality Services provided by the Hospitality Provider. These details are not exhaustive and do not replace the relevant Rules and Restrictions, which are provided to you before you make a booking.

Each Hospitality Service may be offered separately or as part of a Package and is subject to the relevant Rules and Restrictions of the Hospitality Provider. Please also read this Section which will also apply to your booking as applicable. If there is any inconsistency between this Section and the relevant Rules and Restrictions, the relevant Rules and Restrictions prevail.

Pay Now:

If you opt to make a payment, our company typically will charge the booking amount to your payment method on booking.

Our Company facilitate bookings made available through our Service. You acknowledge that our Companies facilitate such bookings for a consideration (the "facilitation fee"). The rate displayed through our Service is a combination of the amount charged by the Hospitality Provider (for their

services for the rental of the room, event center and eatery) and the facilitation fee (charged and retained by our Company). Our Company may also charge and retain separate service fees as additional compensation in servicing your booking, which may vary based on the amount and type of booking.

You agree that your payment method will be charged by our Company for the total booking amount, which includes the rate displayed through our Service, plus tax recovery charges and service fees or, where applicable, taxes on the rate and/or services provided by our Group of Companies. On making your booking request you authorize our Company to facilitate the booking on your behalf, including making payment arrangements with Hospitality Providers.

Deposit:

Some Hospitality Providers require a payment card or cash deposit at check-in to cover extra expenses incurred during your stay. Such a deposit is not related to any payment received by our company for your booking.

First night no-show:

If you do not show for the first night of your stay booking, but plan to check in for the subsequent nights, please confirm this with us before the original check-in date. If you do not confirm this, then your whole booking may be cancelled. Refunds for no-shows will only be due to you in line with the relevant Rules and Restrictions of the property.

Group bookings:

When making group bookings, it is your responsibility to indicate that it is a group book booking to better serve you.

Ratings:

Ratings shown through our services may change occasionally due to rate review and it's your sole responsibility to be up to date with the current rate. Be advised that our Company and our Partners cannot guarantee the accuracy of any specific rating displayed from time to time through our Service.

Meals:

If meals are part of your stay booking, the number of meals included depends on the number of nights of your stay. Full stay normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner. No refunds will be available if one or more meals are not consumed.

Property terms and conditions

You understand and agree that:

- the various properties which include but is not limited to hotels, event centers, eateries etc. may change or cancel your booking for a variety of reasons (for example, technical, mechanical problems or adverse weather, etc.). Whenever the property gives us information about a change or cancellation to your itinerary, we will pass it on to you and help you assess your options.
- we do not guarantee the availability of specific hotels, event centers eateries etc., even when pre-booked

- hotels, event centers, eateries etc. may impose extra charges at the point of your usage of their services and you will be totally responsible for such extra charges, and you must follow the relevant Rules and Restrictions on the carriage of children which includes but is not limited to those with disabilities.
- the carriage of hazardous or dangerous materials in your luggage or on you to these properties is generally forbidden.

Terms, Conditions, Rules, Regulations or Policies of Properties:

Be advised that the various properties may have their terms, conditions, rules, regulations or policies and it is your sole responsibility to adhere to them without any liability to our Company. Where there are changes in your itinerary or bookings, you will be responsible for any charges or fees incurred for making such changes.

No-show or cancellation:

In case of a no-show or cancellation, you may be entitled to a refund of fees included in the price of the booking. In this instance, you can request such a refund from us and we will process your request.

Cancellation of bookings and unused rental days:

Only 70% of refund will be offered on bookings cancelled within 6 hours of collection time or for any unused rental days as the other 30% is the Company’s administrative fee. Be advised that refund can only be issued between 10 – 14 business days.

Section 7 International travel

Identification, travel and legal documents:

Our Company may at any point before, during or after our services request your identification, travel or legal documents to establish your identity. It is advised that you take with you all the aforementioned documents with you whenever you arrive at any of the properties. It is your sole responsibility to keep them updated and accurate. Our Company does not represent or warrant that the use of our services are advisable or without risk and is not liable for damages or losses that may result from such services.

Section 8 Liability

Our liability:

We own and operate our Service and the Hospitality Providers provide the Hospitality Services to you.

To the maximum extent permitted by law, our Company and our Partners will not be liable for:

- any such Hospitality Services that the Hospitality Providers make available to you
- for the acts, errors, omissions, representations, warranties or negligence of any such Hospitality Providers, or
- for any personal injuries, death, property damage or other damages or expenses resulting from the above.

The Hospitality Providers provide us with information describing the Hospitality Services. This information includes Hospitality Service details, photos, rates and the relevant Rules and

Restrictions, etc. We display this information through our Service. The Hospitality Providers are responsible for ensuring that such information is accurate, complete and up to date. Our Company and our Partners will not be liable for any inaccuracies in such information, unless and only if we directly caused such inaccuracies (and this also includes property ratings which are intended as guidance only and may not be an official rating). Our Company and our Partners make no guarantees about the availability of specific Hospitality Services.

Photos and illustrations on our Service are provided as a guide to show you the level and type of accommodation only.

To the maximum extent permitted by law, except as expressly set out in these Terms:

- all information, software, or Hospitality Services displayed through our Service are provided without any warranty or condition of any kind. This includes, but is not limited to, any implied warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title or non-infringement, and
- our Company and our Partners disclaim all such warranties and conditions.

The display of Hospitality Services through our Service is not an endorsement or recommendation of such Hospitality Services by our Company or our Partners. Our Company and our Partners disclaim, to the maximum extent permitted by law, all warranties and conditions that our Service, its servers or any email sent from us or our Partners are free of viruses or other harmful components.

To the maximum extent permitted by law and subject to the limitations in these Terms, neither our Company nor our Partners will be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from:

- the Hospitality Services,
- the use of our Service,
- any delay or inability to use our Service, or
- your use of links from our Service,

whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if our Company and our Partners have been advised of the possibility of such damages.

If our Company or our Partners are found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and us (or our Partners as applicable),
- actually suffered or incurred by you, and
- directly attributable to our actions (or the actions of our Partners as applicable),

and in the event of any liability of our Company and/or our Partners, such liability will in no event exceed, in total, the greater of (a) the cost paid by you for the Hospitality Services in question or (b) one-hundred thousand naira only (N100,000).

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms inure to the benefit of our Company and our Partners.

Every instance of force majeure, including the interruption of means of communication or a strike (by properties), will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations.

Indemnity:

You agree to defend and indemnify our Company and our Partners and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature (“**Losses**”), including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced in them
- your violation of any law or the rights of a third-party, or
- your use of our Service,

to the extent that such Losses are not directly caused by the actions of our Company or our Partners (as applicable).

Section 9 Reviews, comments and photos

By submitting content to our Service by email, postings or otherwise, including any property reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively "**Submissions**"), you:

- confirm that all Submissions you make are your original creation and that you have and will maintain all rights necessary to allow us to use the Submissions as set out in these Terms, and
- grant our Company and our Partners as permitted by law, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable through multi-levels right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or later devised.

You also acknowledge and agree that our Company and our Partners may choose to use the name that you submit with such Submission to attribute your Submissions (for example, listing your first name and hometown on a review that you submit) at our discretion in a non-identifiable format. Such Submissions may also be shared with the Hospitality Agency Providers.

You also grant our Company the right to legally pursue any person or entity that violates our Company’s’ rights in the Submissions.

Submissions are non-confidential and non-proprietary.

If possible, you expressly waive any and all ‘moral rights’ (including rights of attribution or integrity) that may subsist in your Submissions. You agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by our Company, our Partners or any of our other licensees.

You are fully responsible for the content of your Submissions. You must not post or transmit to or from our Service and agree that any Submissions you make do not contain any content that:

- is unlawful, threatening, libellous, defamatory, obscene, pornographic, or would violate publicity or privacy rights or any law
- is commercial (such as solicitation of funds, advertising, or marketing of any goods or services, etc.)
- infringes, misappropriates or violates any copyright, trademark, patent or other proprietary right of any third-party, or
- is objectionable on the grounds of public interest, public morality, public order, public security or national harmony.

You will be solely liable for any damages resulting from not complying with the rules above, or any other harm resulting from your posting of Submissions to our Service.

We may exercise our rights (for example: to use, publish, display, delete, etc.) to any Submissions without notice to you.

If you submit more than one review for the same property, only your most recent Submission is eligible for use.

All Submissions are subject to our Content Guidelines

We claim no ownership or endorsement of, or affiliation with, any Submissions made by you.

Section 10 Intellectual property policy and notices

Copyright and trademark notices:

All contents of our Service, all rights reserved, Telarcove, Telarcove.com, the Telarcove Logo, Telarcove Logo, among others, are trademarks or registered trademarks of Telarcove Ltd. Other logos and product and company names mentioned herein may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

Our Service may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

If you are aware of an infringement of our brand, please let us know by emailing us at Telarcovehospitality@gmail.com.

Intellectual property infringement policy and complaints

We respect the intellectual property rights of others and expect our suppliers, partners, and users (collectively “Users”) to do the same. We have a policy of prohibiting Users from posting materials that infringe the copyright, trademark rights, or other intellectual property rights of others, and under appropriate circumstances we will terminate the account of Users who are repeat infringers.

Patent notices

The patent owned by us may apply to our Service and to the features and services accessible through our Service. Portions of our Service operate under license.

Section 11 Software available on our Service

Software:

Any software made available to download from our Service or a mobile app store (“Software”), is the copyrighted work of our Company. Your use of the Software is governed by the terms of the end user license agreement (if any) which accompanies the Software (“**License Agreement**”). You must first agree to the License Agreement to install, download or use any Software.

For any Software not accompanied by a License Agreement, we grant you a limited, personal, non-exclusive, non-transferable and non-sub-licensable license to download, install and use the

Software for using our Service in line with these Terms and for no other purpose. The Software is provided to you free of any fees or charges.

All Software is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is prohibited by law and may result in severe civil and criminal penalties. Anyone who violates this will be prosecuted.

Without limiting the above, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the License Agreement.

Map terms:

Your use of mapping available on our Service is governed by the Google Terms of Use, Google Acceptable Use Policy, Google Legal Notices and Google Privacy Statement and the Microsoft Terms of Use and Microsoft Privacy Statement. Google and Microsoft reserve the right to change their Terms of Use and Privacy Statements at any time, at their sole discretion.

OpenStreetMap geo data used in mapping is © OpenStreetMap contributors and available under the Open Database License (ODbL).

Section 12 Your privacy and personal information

We are committed to the privacy, confidentiality, and security of personal information entrusted to us.

Please review our current Privacy Statement, which also governs your use of our Service and is incorporated by reference into these Terms, to understand our practices.

Section 13 Rewards program

Free loyalty programs, discounts or coupons may be available to our Guests and Clients. For more information on our program and its benefits, please monitor our website. These loyalty programs, discounts or coupons are subject to the terms of our company.

Section 14 Disputes and arbitration

Disputes and arbitration:

Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum.

We are committed to guests and client's satisfaction and to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our Hospitality Support team; and, if necessary, (2) binding arbitration administered by the Arbitration and Mediation ("AMA").

You and us mutually agree that any disputes between us arising out of or relating in any way to our Service, these Terms, our Privacy Statement, any services or products provided by us or any of our Hospitality Agency Providers, or companies offering products or services through us, any dealings with our Hospitality Support agents, or any

representations made by us (“Claims”), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, our Hospitality Agency Providers, or any companies offering products or services through us (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of the Hospitality Services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.

Small claims court matters:

Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court’s jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding. Further, if the claims asserted in any demand for arbitration is within the small claims court’s jurisdictional limit, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AMA rules, by notifying the other party of that election in writing.

No class actions or representative proceedings

You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party’s Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a trial.

Arbitration rules and governing law:

This Arbitration Agreement is a “written agreement to arbitrate” evidencing a transaction in interstate commerce. The arbitration will be administered by AMA in accordance with the AMA’s Consumer Arbitration Rules or other AMA arbitration rules determined to be applicable by the AMA (the “AMA Rules”) then in effect, except as modified here. The AMA Rules are available at <https://www.ibanet.org/the-nigerian-arbitration-and-mediation-act-2023>. The arbitrator shall apply the law of the of the Federal Republic of Nigeria. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.

Mandatory pre-arbitration dispute resolution and notification:

Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim via Telarcovehospitality@gmail.com and attempting in good faith to negotiate an informal resolution.

The Notice must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your reservation, (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature.

If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. AMA does not have authority to administer or adjudicate the Claim unless and until all Pre-Arbitration Dispute Resolution and Notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this Section.

Commencing arbitration:

To initiate arbitration, you must file the Demand with the Arbitration and Mediation Act (AMA) as specified in the AMA Rules. The AMA provides a form provides a procedure for Arbitration. A party initiating an arbitration against us must send the written Demand for Arbitration to Legal Department/Dispute Resolution Provision, via Telarcovehospitality@gmail.com concurrent with filing the Demand with AMA.

Arbitration shall be conducted by a single arbitrator selected in accordance with the AMA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AMA pursuant to the AMA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference; or (iv) at your election, if the only claims in the arbitration are asserted by you and are for less than N100,000 in aggregate, by telephone or by written submission.

Attorneys' fees and costs:

Your arbitration fees and your share of arbitrator compensation shall be governed by the AMA Rules. In order to initiate arbitration, each party will be responsible for paying the filing fees required by the AMA, which are approximately equivalent to current court filing fees. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, or you would otherwise be eligible for a fee waiver in court, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim, or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AMA Rules.

Arbitrator's decision:

There is no judge in arbitration, and court review of an arbitration award is limited under the AMA. The arbitrator's decision will include the essential findings and conclusions on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Severability and survival:

If any portion of this Disputes and Arbitration Provision is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of the Provision will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual Claims in arbitration.

Hospitality support and the handling of complaints:

For answers to your questions or ways to contact us, visit our support page Or you can write to us at Telarcovehospitality@gmail.com

Section 15 General**Governing law and jurisdiction:**

These Terms are governed by the Arbitration and Mediation Act (AMA), and the laws of the Federal Republic of Nigeria, without regard to principles of conflicts of laws.

Insurance:

Unless otherwise stated, fees, rates or prices displayed do not include Hospitality insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain hospitality insurance products.

Failure to invoke:

Our failure or delay to enforce any provision of these Terms does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

Unenforceable provisions:

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

Entire agreement:

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our Service.

Assignment:

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms.

Third-party rights:

Save as expressly stated in these Terms we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms.

Survival of obligations:

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination.