

PINKLES NIGERIA LTD

COMPANY POLICIES, TERMS & CONDITIONS AND PRIVACY POLICY

Home Interior Design • Cleaning • Brand Ambassadors • Seminars • Fashion
Short-Let Accommodation • Conveyance • Spa • Advertising

Corporate policy framework

A practical governance document covering customer service, bookings, payments and refunds, staff and contractors, property and estate services, marketing, safety, privacy, complaints and compliance.

Company: Pinkles Nigeria Ltd

CAC Registration No.: 8391820 (confirm against current CAC records before publication)

Effective date: 24 October 2026

Version: 1.0 — Draft for legal review and operational adoption

IMPORTANT: This is a general compliance template, not a legal opinion or a guarantee of compliance. Nigerian federal law and state/local rules vary by service and location. Have a Nigerian legal practitioner review this document, fill in company contact details, verify licences and tailor service-specific contracts before publishing or relying on it.

DOCUMENT CONTROL AND HOW TO USE THIS POLICY

This framework applies to Pinkles Nigeria Ltd ("Pinkles", "the Company", "we", "us" or "our") and its directors, employees, temporary workers, consultants, agents, contractors and approved service partners, subject to their lawful status and written agreements.

It is intended to be read with each quotation, booking confirmation, service order, property mandate, tenancy/short-let agreement, campaign brief, event registration form, employment contract and any service-specific terms. If a signed service agreement gives a more specific lawful term, that term governs that engagement. Mandatory law always prevails over inconsistent wording in this document.

Before use, insert and verify: registered office/business address; customer-service email; telephone/WhatsApp; privacy contact; payment details; complaint escalation contact; operating hours; and any applicable licence, permit, insurance and tax details. Do not publish an unmonitored contact channel.

Contents

- 1. Company policy and governance
- 2. Customer service standards and complaints
- 3. Bookings, quotations and payment rules
- 4. Refunds, cancellations and rescheduling
- 5. Service-specific terms
- 6. Property, estate agency and conveyance controls
- 7. Staff, volunteers, contractors and brand ambassadors
- 8. Health, safety, safeguarding and conduct
- 9. Privacy policy and data protection
- 10. Advertising, fashion and intellectual property
- 11. Liability, disputes and governing law
- 12. Legal compliance checklist and official references

1. COMPANY POLICY AND GOVERNANCE

1.1 Purpose and principles

Pinkles aims to provide reliable, transparent and professional services. The Company will conduct business honestly, treat customers and workers fairly, protect confidential information, maintain accurate records, avoid misleading representations and comply with applicable Nigerian federal, state and local laws and lawful regulatory directions.

1.2 Scope of services

The framework covers home interior design and décor; residential and commercial cleaning; brand ambassador and influencer engagements; seminars, workshops and events; fashion design, supply and related services; short-let accommodation and management; conveyance/logistics or passenger transport only where lawfully authorised; spa and wellness services; advertising, promotion and marketing; and property/estate-related consultancy or transactions to the extent the Company is licensed and legally permitted to undertake them.

1.3 Compliance and permits

- The responsible manager must identify all licences, registrations, permits, professional qualifications, local-government approvals, tax obligations, insurance and sector rules applicable to each service and location before offering it.
- No employee or agent may claim that Pinkles, a property, a spa practitioner, an advert, a product or an event is licensed, certified, insured or government-approved unless that statement is accurate and documented.
- Where a regulated activity requires a licence or qualified practitioner, Pinkles will either obtain the required authorisation or refer/contract the activity to a duly authorised provider. No clause in this document authorises unlicensed practice.
- Maintain appropriate records of quotations, invoices, receipts, customer instructions, work completion, incidents, complaints, refunds, contracts and regulatory correspondence, for the period required by law and legitimate business needs.

1.4 Integrity, conflicts and anti-bribery

Staff and representatives must not offer or accept bribes, kickbacks, secret commissions, facilitation payments, undisclosed referral fees or improper gifts. Conflicts of interest must be disclosed in writing to management and, where relevant, to the customer before a decision or transaction. No staff member may misuse client funds, company property, customer data or confidential information.

1.5 Equal treatment and accessibility

Customers and workers must be treated respectfully and without unlawful discrimination. Reasonable service adjustments should be considered where practicable. Harassment, intimidation, sexual harassment, exploitation, retaliation and abusive conduct are prohibited.

1.6 Records, supervision and review

Management should appoint a person responsible for customer complaints, privacy requests, health and safety, and staff concerns. This policy should be reviewed at least annually and whenever the law, business model, service scope or risk profile materially changes.

2. CUSTOMER SERVICE STANDARDS AND COMPLAINTS

2.1 Before a customer commits

- Give a clear description of the service, scope, deliverables, exclusions, timetable, price, taxes and additional charges, payment milestones, cancellation/refund rules, customer responsibilities and any material risks.
- Explain whether the service is delivered by Pinkles, an employee, a contractor, a third-party supplier, a landlord/host or another independent provider.
- Obtain the customer's informed approval for changes to price, scope, materials, delivery dates or other material terms before proceeding, except where immediate action is reasonably necessary to protect life or prevent serious damage.

2.2 During delivery

- Be punctual, professional, courteous and appropriately identifiable. Notify the customer promptly of delays, disruptions, staff substitutions or issues likely to affect delivery.
- Keep the customer informed of progress and document approvals, variations and completion. Do not make promises that cannot reasonably be delivered.
- Respect customer property, privacy, access instructions and reasonable security requirements. Staff must not photograph, film or post a customer's home, belongings, premises or personal information without permission.

2.3 Complaint procedure

Customers may submit a complaint through the Company's published phone/WhatsApp, email or written business address. Pinkles should acknowledge complaints within two business days, aim to provide a substantive response within ten business days, and explain any delay and revised response date. These are internal service targets and do not shorten any statutory deadline or legal right.

A complaint should include the customer's name and contact details, invoice/booking reference, date and description of the issue, supporting photos or records if available, and the remedy requested. Pinkles will investigate fairly, preserve relevant records, give the responsible team an opportunity to respond and communicate the outcome in writing.

If unresolved, the customer may request review by a senior manager. Nothing prevents a customer from approaching the Federal Competition and Consumer Protection Commission (FCCPC), the Nigeria Data Protection Commission (NDPC), a relevant state regulator, a professional body or a court with jurisdiction.

2.4 Customer conduct

Customers must provide accurate information, safe and lawful access, timely decisions, and respectful treatment of workers. Threats, violence, harassment, discriminatory abuse, illegal requests or unsafe conditions may justify pausing or ending the service, subject to the contract, applicable law and fair handling of any refund due.

3. BOOKINGS, QUOTATIONS AND PAYMENT RULES

3.1 Quotations and contract formation

A quotation is valid for the period stated on it; if none is stated, it is valid for 14 calendar days unless withdrawn earlier due to a material change in supplier pricing or availability. A contract is formed when the customer accepts the quotation or service terms in writing (including a traceable electronic message) and Pinkles confirms the booking, subject to any stated deposit or verification requirements.

3.2 Prices, taxes and third-party costs

Prices must be communicated clearly in Nigerian naira unless another currency is expressly agreed. The quotation should state whether VAT, delivery, transport, installation, platform charges, government levies, security deposits, utilities, materials and third-party costs are included or excluded. Applicable taxes must be charged, invoiced and remitted as required by law. No undisclosed fee may be added after acceptance.

3.3 Deposits and staged payments

Any deposit, booking fee, mobilisation payment, milestone or security deposit must be shown separately on the quotation or agreement, with its purpose, due date and treatment on cancellation. Payments must be made only to verified Company or expressly authorised collection accounts. Customers should obtain a receipt. Staff must not request payment into personal accounts without written authorisation and documented safeguards.

3.4 Late payment and suspension

Where payment is overdue, Pinkles may give written notice and a reasonable opportunity to remedy the default before suspending work, withholding undelivered items or cancelling future bookings, to the extent lawful and contractually permitted. Any interest, recovery cost or late fee must be expressly agreed in advance, reasonable and lawful. Pinkles will not retain a customer's money or property as leverage where doing so would breach the law.

3.5 Customer-supplied materials and approvals

The customer is responsible for ensuring that supplied designs, photographs, logos, text, measurements, instructions and materials may lawfully be used. Pinkles may rely on customer-approved specifications but must flag obvious inconsistencies or safety concerns reasonably apparent to it. Changes requested after approval may affect price and timing and must be documented.

4. REFUNDS, CANCELLATIONS AND RESCHEDULING

This policy must be displayed or provided before payment. It is a general framework: the Federal Competition and Consumer Protection Act 2018 (FCCPA), including applicable statutory cancellation, return, quality and refund rights, takes precedence. No blanket 'no refunds under any circumstances' rule is intended or permitted where it would remove a non-excludable legal right.

4.1 General refund principles

- If Pinkles cancels a service and cannot offer a mutually acceptable replacement date or equivalent remedy, the customer will receive a refund of amounts paid for the undelivered portion, subject to any lawful, itemised third-party costs that the customer approved in advance and that cannot reasonably be recovered.
- If Pinkles materially fails to deliver what was agreed, it will assess a suitable remedy, which may include correction/re-performance, replacement, a proportionate price reduction or refund, consistent with the contract and law.
- If the customer cancels, Pinkles may deduct only clearly disclosed, reasonable and lawful costs already incurred or a reasonable cancellation charge where permitted. No deduction may be punitive, misleading or contrary to statutory rights.
- Refunds will ordinarily be returned through the original payment method within 10 business days after approval, or within any shorter period required by law or the payment provider. If the original method is unavailable, an alternative will be agreed with the customer.
- Refunds do not affect rights to claim for loss or remedies that cannot lawfully be excluded. Pinkles will provide a written breakdown of any permitted deduction on request.

4.2 Indicative cancellation schedule — only if disclosed and lawful

Timing	Proposed handling
More than 7 calendar days before service	Refund payment less reasonable, evidenced, non-recoverable costs already incurred and disclosed, where legally permitted.
2–7 calendar days before service	Offer rescheduling first; if cancelled, deduct only a pre-disclosed, reasonable amount reflecting actual committed costs, where lawful.
Less than 48 hours / no-show	A reasonable fee may apply only if clearly disclosed, proportionate and lawful. Statutory cancellation/refund rights remain unaffected.
Pinkles cancels / material non-performance	Offer a suitable alternative or refund for the undelivered portion; no charge for services not supplied, subject to applicable law.

This schedule is not automatic. It must be adapted to each service, disclosed before the customer pays and applied consistently with the FCCPA and any applicable sector rules. The law prevails if it provides a stronger remedy.

4.3 Service-specific refund notes

- **Interior design and cleaning:** refund any unearned amount for work not started or not supplied; materials already purchased specifically for the customer may be deducted only if disclosed, evidenced, non-returnable and lawful. Defective or incomplete work should first be assessed for reasonable correction where appropriate.
- **Fashion and custom-made items:** custom sizing, approved fabric or personalised production may limit change-of-mind returns where law permits, but does not remove remedies for defective, misdescribed or wrongly supplied items. Standard-stock items may be returned subject to applicable law and disclosed hygiene/safety limitations.
- **Short-let accommodation and seminars/events:** terms must identify booking dates, check-in/event times, deposits, guest limits, no-show handling, cancellation deadlines and any third-party platform rules. Statutory rights and exceptional circumstances must be considered; do not assume every booking fee is automatically non-refundable.
- **Spa:** disclose appointment cancellation rules before payment. If a treatment is unsuitable or cannot safely be performed, offer a reschedule or refund for the unprovided treatment, as appropriate.
- **Advertising and brand ambassadors:** specify deliverables, posting dates, approval rounds, media spend, talent fees, usage rights and cancellation milestones. Return unused client funds and unearned fees, subject to documented work completed and lawful, disclosed committed costs.
- **Conveyance/logistics:** state pickup/delivery scope, waiting time, failed delivery, damage reporting and insurance terms. Refunds and liability for loss or damage remain subject to mandatory law and the agreed lawful contract.

5. SERVICE-SPECIFIC TERMS

5.1 Home interior design and décor

- A written scope should specify rooms/areas, design concepts, drawings or renders, number of revisions, materials, dimensions, procurement, installation, completion milestones, site access and exclusions.
- Colour, texture and finish may vary slightly across screens, batches and natural materials. Pinkles must disclose material variations and obtain approval for material substitutions.
- Structural works, electrical works, plumbing, gas, fire systems or other regulated/specialist work must be undertaken by appropriately qualified and authorised professionals. No design approval replaces planning, building-control or other required approvals.
- The customer must disclose known hazards, concealed utilities, building restrictions and relevant permissions. Variations must be approved in writing before additional costs are incurred.

5.2 Cleaning services

- The booking should identify premises, number/size of rooms, service type, expected duration, included tasks, excluded tasks, supplies, access arrangements and any add-on charges.
- Customers should secure cash, jewellery, medicines, confidential documents, fragile valuables and pets before work begins. Pinkles staff must not use customer property for personal purposes or access unrelated rooms or records.
- Hazardous materials, biohazards, pest infestation, mould remediation, high-level work, industrial cleaning and specialist waste require prior disclosure and appropriate training, equipment and authorisation. Staff must not mix chemicals or use products contrary to labels.
- Damage or loss concerns should be reported promptly with evidence. Pinkles will investigate fairly; this clause does not waive legal responsibility for proven negligence or misconduct.

5.3 Fashion, clothing and product supply

- Descriptions should state fabric/material, sizing, colour, customisation, care instructions, production lead time, delivery and any made-to-order conditions. Customers must verify measurements where requested.
- Ownership of supplied designs, patterns, photographs and brand assets must be agreed in writing. Pinkles will not knowingly sell counterfeit goods or misuse third-party intellectual property.
- Hygiene-related limitations on returns must be lawful, proportionate and disclosed before purchase; they do not remove statutory remedies for defects or misdescription.

5.4 Spa and wellness services

- Publish the treatment offered, price, duration, practitioner qualifications where relevant, contraindications, hygiene practices, cancellation rules and complaint route.
- Customers must provide relevant safety information needed to determine whether a treatment can be performed safely. Collect only necessary information and handle any health-related data with enhanced confidentiality.
- No unqualified person may provide a regulated medical, invasive or clinical treatment. Products must be lawfully sourced, properly labelled and used according to instructions. Stop a treatment if a serious safety concern arises and seek appropriate assistance.

5.5 Seminars, workshops and events

- Event terms should state organiser, venue/platform, date and time, ticket inclusions, speaker changes, recording/photography notice, accessibility arrangements, conduct rules and cancellation/refund arrangements.
- Pinkles may make reasonable programme changes. If a material change or cancellation substantially affects the paid-for event, provide an appropriate remedy consistent with the advertised terms and law.
- Attendees must follow lawful venue instructions. Photography or recording involving identifiable attendees should be handled transparently and with appropriate notice/consent where required.

6. SHORT-LET, PROPERTY, ESTATE AGENCY AND CONVEYANCE

6.1 Short-let bookings and guest rules

- Every booking must identify the property, host/operator, dates, occupancy limit, price, taxes/fees, deposit, check-in/check-out, house rules, utilities, cleaning, damage reporting and emergency contact.
- Guests must not exceed occupancy limits, hold unauthorised events, engage in unlawful activity, disturb neighbours, damage property or duplicate/access-control keys without permission. House rules must be reasonable and disclosed before booking.
- Any security/damage deposit must be separately identified, held and accounted for appropriately, with deductions supported by evidence and an itemised explanation. A deposit is not an automatic penalty.
- Pinkles must not advertise a property as available or represent authority to let/manage it without reasonable verification of the owner's identity, ownership/authority and right to instruct the Company.

6.2 Estate agency and property transactions

Where Pinkles or its representatives carry out estate agency activity, they must first confirm and maintain all registrations/licences required in the state where the property is located. In Lagos State, the Lagos State Real Estate Regulatory Authority (LASRERA) framework and any applicable current law and guidance must be checked before estate agency work is undertaken.

- Obtain a written agency mandate identifying the principal, property, authority, service, fee/commission, term, exclusivity (if any), expenses and termination procedure.
- Conduct reasonable due diligence appropriate to the transaction, including identity/authority checks and review of title or supporting documents by a qualified legal practitioner where needed. Never guarantee title, planning status, rental yield or investment return without a sound, documented basis.
- Disclose any personal interest, referral fee, dual agency or other conflict before the customer commits. Do not act for conflicting principals in a manner prohibited by law or the agency mandate.
- Client monies must be receipted, recorded, kept separate where required, and remitted to the entitled party within the applicable legal/contractual timeframe. Staff must never mix client money with personal funds or use it for company expenses.
- Do not collect multiple deposits for the same property in a misleading or unauthorised manner. Provide a written record of offers, payments, receipts, material communications and handover.
- Conveyancing/legal title work must be handled by a qualified legal practitioner where required. Pinkles must not present itself as a law firm or provide reserved legal services unless lawfully entitled to do so.

6.3 Conveyance, transport and delivery

The term 'conveyance' must be defined in each contract as passenger transport, goods transport, logistics or property-related conveyancing. If it involves transport of people or goods, confirm relevant vehicle/driver licences, roadworthiness, permits, insurance, load and safety requirements, and any state or local transport rules. If it means legal transfer of property, use a qualified legal practitioner where required. Do not accept prohibited or dangerous cargo or transport passengers beyond authorised capacity.

6.4 Property damage and handover

Conduct an inventory/condition report at check-in, check-out or handover where practicable. Distinguish ordinary wear and tear from damage beyond ordinary use. Any claim against a customer or contractor should be supported by reasonable evidence, and any disputed amount should be reviewed by a manager.

7. STAFF, VOLUNTEERS, CONTRACTORS AND BRAND AMBASSADORS

7.1 Written engagement terms

Each worker must receive a written agreement appropriate to their actual status: employee, fixed-term worker, casual worker, consultant, independent contractor, volunteer or brand ambassador. Labels alone do not determine legal status; the real working relationship and applicable law do.

- The agreement should specify duties, reporting line, work location, working hours, pay/fee and payment dates, expenses, leave and statutory entitlements where applicable, probation if lawful, confidentiality, intellectual property, data protection, health and safety, disciplinary process, notice/termination and dispute handling.
- Pay wages and other entitlements in line with applicable law and the agreement. Do not make unlawful deductions, withhold earned wages as punishment or misclassify an employee to avoid statutory obligations.
- Where a person is described as a volunteer but receives payment per shift/day, the Company must review the arrangement to determine the correct legal status and obligations. Do not assume the word 'volunteer' removes employment rights.

7.2 Recruitment and onboarding

- Use fair, role-related selection criteria and verify identity, qualifications, references and right to work where relevant and lawful. Collect only necessary recruitment information.
- Provide role-specific induction, supervision, equipment and safety instructions. Training must be given before staff handle chemicals, customer homes, cash, personal data, transport, spa treatments or property keys.

7.3 Conduct and disciplinary standards

- Prohibited conduct includes theft, fraud, bribery, harassment, discrimination, violence, intoxication while on duty, unauthorised disclosure, falsifying records, misuse of customer property, unsafe work and unauthorised public statements on behalf of Pinkles.
- Disciplinary action must be fair, documented, proportionate and consistent with the contract and applicable law. Serious allegations should be investigated, and the worker should have a reasonable opportunity to respond.

7.4 Contractors and subcontracting

Contractors must hold any licences, qualifications, insurance and permits needed for their work and comply with relevant safety, privacy, anti-bribery and customer-service requirements. Pinkles should use written agreements that define scope, quality standards, payment, confidentiality, ownership of work, subcontracting, liability, insurance and termination.

7.5 Brand ambassadors and influencers

- A written campaign brief must specify deliverables, channels, deadlines, fees, expenses, approval process, usage/licensing rights, exclusivity, disclosure obligations, cancellation and reporting.
- Ambassadors must disclose paid, gifted, sponsored or otherwise material relationships clearly and in accordance with applicable advertising rules and platform policies. They must not fabricate testimonials, metrics, personal experience or product claims.
- No ambassador may bind Pinkles to a contract, make unauthorised guarantees, buy fake engagement, publish confidential information or use third-party music/images/marks without permission.
- Pinkles may require correction or removal of unlawful, misleading or materially non-compliant content, subject to the campaign contract and applicable law.

8. HEALTH, SAFETY, SAFEGUARDING AND SECURITY

8.1 General duty

Management must assess foreseeable risks, provide safe systems of work and suitable training/equipment, and comply with applicable workplace health and safety laws and regulations. Workers must follow instructions, use protective equipment, report hazards and stop work where there is an immediate serious risk.

8.2 Home visits and lone working

- Use a booking/dispatch record, customer address and emergency contact process. Where risk warrants, use check-in/check-out procedures, paired visits or supervisor monitoring.
- Staff should not enter a property if there is a credible threat, uncontrolled animal, exposed wiring, suspected criminal activity or other serious hazard. Leave safely, notify management and document the incident.
- Keys, access codes and alarm details must be restricted to staff who need them and returned/deleted promptly when access ends.

8.3 Chemical, equipment and hygiene controls

Cleaning products and spa supplies must be stored, labelled and used according to instructions. Staff must not mix chemicals, decant products into unlabelled containers or use unsafe equipment. Maintain hygiene, ventilation, protective equipment, first-aid arrangements and incident reporting appropriate to the service.

8.4 Safeguarding

Staff must maintain professional boundaries with children and vulnerable people, never exploit or intimidate them, and report suspected abuse or immediate danger through appropriate management and lawful safeguarding channels. Any role requiring background checks or specialist safeguarding procedures must not begin until the applicable requirements are met.

8.5 Incidents and emergencies

Report injury, damage, theft, suspected data breach, unsafe property condition, lost keys, chemical exposure, transport incident or safeguarding concern to management as soon as possible. Preserve relevant evidence, prioritise immediate safety and contact emergency services where appropriate. Management must investigate, record corrective actions and make any legally required notifications.

9. PRIVACY POLICY AND DATA PROTECTION

9.1 Who is responsible

Pinkles Nigeria Ltd is the intended data controller for personal information it determines how and why to process, subject to the facts of each engagement. Before publication, insert a monitored privacy contact: [PRIVACY EMAIL] / [PHONE OR POSTAL ADDRESS]. If another organisation determines the purpose and means of processing, the parties must document their respective roles.

9.2 Information we may collect

- Identity and contact information: name, phone number, email, address, business details and verification records.
- Booking and transaction information: service requests, property/guest details, invoices, receipts, payment status, preferences, complaints and communications.
- Employment/contractor information: CV, qualifications, references, contract, payroll and attendance records, and other information necessary for engagement.
- Campaign/event information: public profile, deliverables, content, event registration, attendance and permissions.
- Property/security information: access instructions, check-in records, incident reports and condition/inventory records.
- Technical information: website or social-media interactions, device/log information and cookies where used.
- Sensitive information only where genuinely necessary and lawful, such as limited health or accessibility information for a spa treatment or accommodation request. Such information requires heightened care and an appropriate lawful basis.

9.3 Purposes and lawful bases

We process information to respond to enquiries; quote and deliver services; manage bookings, payments and refunds; verify authority and prevent fraud; meet tax, employment, regulatory and other legal obligations; protect people, property and legal claims; manage staff and contractors; and send marketing where permitted. The applicable lawful basis may be contract, legal obligation, consent, vital interests or another basis recognised by the Nigeria Data Protection Act 2023. We will not rely on consent where it is not freely given or where another lawful basis is appropriate.

9.4 Sharing and international transfers

Information may be shared on a need-to-know basis with employees, professional advisers, payment providers, booking platforms, landlords/hosts, approved contractors, insurers, auditors, regulators, law enforcement or courts where necessary and lawful. We do not sell personal information. Where information is transferred outside Nigeria, we will assess and implement safeguards and conditions required by applicable data protection law.

9.5 Marketing and photography

We may send service-related messages needed to administer a booking or contract. Promotional messages will be sent only where permitted by law and, where required, with consent or an appropriate opt-out mechanism. You may opt out of marketing at any time. We will obtain appropriate permission before using identifiable customer photographs, testimonials or private premises in advertising, except where another lawful basis clearly applies.

9.6 Security, retention and breach response

We use reasonable organisational and technical measures proportionate to the risks, such as access controls, confidentiality duties, secure storage, backups and staff training. No method is perfectly secure. We retain data only for as long as reasonably necessary for the stated purpose, legal retention periods, dispute handling and legitimate business needs, then securely delete or anonymise it where practicable. If a personal data breach occurs, we will assess it and notify the NDPC and affected individuals where and when required by law.

9.7 Your rights

Subject to applicable law and any lawful exceptions, you may request access to your personal data, correction of inaccurate information, deletion, restriction or objection to certain processing, data portability where applicable, withdrawal of consent where consent is the basis, and information about how your data is used. You may also complain to the Nigeria Data Protection Commission. We may need to verify your identity and explain if a request cannot lawfully be fully granted.

9.8 Cookies and third-party platforms

If our website uses cookies or analytics, provide a clear notice explaining their purpose and choices, and obtain consent where required. Third-party platforms such as social networks, payment services and booking websites have their own privacy terms. Pinkles is not responsible for independent processing by those platforms, but will take reasonable steps when selecting service providers.

9.9 Children's information

We do not knowingly collect children's personal information beyond what is necessary for a lawful service or event. Where required, we will obtain consent or authorisation from a parent/guardian and apply additional safeguards. Do not publish images or identifying details of children without an appropriate lawful basis and permission.

10. ADVERTISING, PROMOTIONS AND INTELLECTUAL PROPERTY

10.1 Truthful advertising

All advertising, offers, testimonials, endorsements, prices, discounts, before-and-after images and performance claims must be accurate, substantiated and not misleading. Material conditions must be prominent and communicated before purchase. Staff must not create fake reviews, misrepresent availability, hide compulsory fees or imply official endorsement without evidence.

10.2 Regulatory approvals

Before running an advertising campaign, management must determine whether ARCON registration/licensing, pre-exposure vetting or approval, sector-specific advertising rules, promotion permits, broadcast/platform rules or other approvals apply. Campaigns involving health, beauty, financial, property, food, alcohol or other regulated products may require additional review. Do not publish regulated advertising until required approvals are secured.

10.3 Intellectual property

Each contract should identify ownership and licence rights in designs, photographs, videos, copy, logos, campaign assets, clothing patterns, event materials and other deliverables. Unless expressly assigned in writing, pre-existing intellectual property remains with its owner. Customers grant Pinkles only the limited licence needed to perform the agreed service. Pinkles will obtain permissions for third-party material it supplies and expects customers/ambassadors to do the same.

10.4 Confidentiality and publicity

Neither party may disclose the other's confidential commercial or personal information except as required to perform the contract, with permission, or by law. Pinkles may list a client or show project work in its portfolio only with permission or another lawful basis and subject to agreed confidentiality restrictions.

10.5 Fashion and campaign claims

Product descriptions, fabric composition, origin claims, sustainability statements, discounts and endorsement claims must be supportable. Brand ambassadors must disclose material connections and must not claim to have used a product or received a result unless truthful.

11. LIABILITY, DISPUTES AND GOVERNING LAW

11.1 Fair allocation of responsibility

Each party is responsible for its own acts and omissions as provided by law and the applicable contract. Pinkles will take reasonable care in performing agreed services. Nothing in these terms excludes or limits liability where exclusion or limitation is prohibited by Nigerian law, including liability that cannot lawfully be excluded for fraud, misrepresentation, negligence, defective performance or statutory consumer rights.

11.2 Third-party providers and force majeure

Where a third party supplies part of a service, Pinkles will identify that role where material and will remain responsible for obligations imposed on it by law and the contract. Neither party is automatically excused from every obligation by an event beyond its control. The affected party should notify the other promptly, mitigate the impact and agree a reasonable solution. Payments for undelivered services and statutory rights will be handled under the refund policy and applicable law.

11.3 Complaints and dispute resolution

The parties should first attempt to resolve disputes through the complaint process and good-faith discussions. If unresolved, either party may use mediation or another agreed dispute-resolution process, without preventing urgent court relief or access to a regulator. No clause requires a consumer to waive mandatory legal rights or prevents a lawful complaint to a regulator.

11.4 Governing law and jurisdiction

These general terms are governed by the laws of the Federal Republic of Nigeria and, where relevant, the applicable laws of the state in which the service or property is located. Courts with lawful jurisdiction may hear disputes. State-specific terms may be required for property, tenancy, transport, spa, events and other regulated services.

11.5 Changes to terms

Pinkles may update these policies to reflect operational or legal changes. The current version and effective date should be made available to customers. Material changes will not retrospectively remove accrued rights or alter an existing contract without a lawful basis and any required agreement. For a new booking, the version supplied before acceptance applies.

12. LEGAL COMPLIANCE CHECKLIST AND OFFICIAL REFERENCES

12.1 Before publishing or using this document

- Insert the registered office, contact details, privacy contact, complaint contact and official payment channels.
- Have Nigerian counsel review the complete document and service-specific booking forms, especially refunds, liability, staff status, short-let, tenancy and estate agency.
- Confirm CAC details and all required licences/registrations. Verify LASRERA requirements before estate agency activity in Lagos and check the relevant regulator in other states.
- Confirm whether ARCON licensing, vetting or approval applies to Pinkles' advertising activities and campaigns.
- Create separate written forms for: interior design; cleaning; fashion sales/custom work; spa; event/seminar tickets; short-let; property agency mandate; conveyance/transport; brand ambassador; employee; contractor.
- Create an operational refund register, client-money ledger, incident log, complaints log, staff training record, privacy request log and retention schedule.
- Confirm tax/VAT invoicing and remittance obligations with a qualified tax professional; do not state a tax rate or exemption without checking current law and the transaction.
- Review insurance: public liability, professional indemnity where relevant, employer/workplace obligations, motor/transport, property/custody and event cover as applicable.
- Train staff on customer service, data protection, anti-bribery, safety, handling client money, safeguarding, access keys and complaints.
- Display prices, key conditions and cancellation/refund terms before customers pay; retain evidence of acceptance.

12.2 Principal legal and regulatory sources to verify

The following are starting points for legal review, not an exhaustive list. Always check the current legislation, amendments, state-specific rules and official guidance that apply to the actual service and location:

- Federal Competition and Consumer Protection Act 2018 (FCCPA), including consumer rights, fair dealing, quality, cancellation/returns and prohibited unfair terms. Official FCCPC resources: <https://fccpc.gov.ng/resources-library/fccpa/> and <https://fccpc.gov.ng/consumers/consumer-rights-responsibilities/rights-responsibilities/>
- Nigeria Data Protection Act 2023 and applicable NDPC regulations/guidance. Official NDPC resource: <https://ndpc.gov.ng/download/nigeria-data-protection-act-2023>
- Constitution of the Federal Republic of Nigeria 1999 (as amended), including privacy protections, and applicable data protection requirements.
- Labour Act and other applicable federal/state employment, minimum wage, pension, compensation, tax, workplace safety and anti-discrimination laws. Official reference portal: <https://nipc.gov.ng/external-resources/labour-act>
- Lagos State Real Estate Regulatory Authority Law 2021 and current LASRERA rules for relevant Lagos estate agency activity; check state law for properties outside Lagos. Official legal reform reference: <https://www.lawrecom.lg.gov.ng/past-inquiries.php>
- Advertising Regulatory Council of Nigeria Act 2022, current ARCON registration/licensing requirements, advertising code and any applicable pre-exposure vetting. Official source: <https://advertcouncil.gov.ng/>
- Applicable state tenancy, planning/building, environmental health, sanitation, transport, hospitality, public health, spa/beauty, consumer product, tax, local-government and event/venue requirements.

12.3 Legal review note

This document is a broad operational template drafted for Pinkles Nigeria Ltd. It is not a substitute for advice from a Nigerian legal practitioner who has reviewed the Company's actual services, registration documents, contracts, licences, insurance and locations. No template can guarantee compliance with every law or regulator. Review and tailor before adoption.

End of document • Pinkles Nigeria Ltd • Version 1.0 • 24 October 2026