

Terms of Service

LanmarkOS — a multi-tenant hotel property management platform. Effective date: [DATE OF PUBLICATION]. Last drafted: August 6, 2026.

These Terms of Service ("**Terms**") govern access to and use of LanmarkOS, a hotel property management platform, including its reservation, guest, accounting, and staff-management modules, made available via **app.lanmarkos.com**, tenant subdomains of **lanmarkos.com**, and any custom domain a Tenant connects to the Service (together, the "**Service**"). By creating an account, starting a trial, or using the Service, you agree to be bound by these Terms on behalf of yourself and, if applicable, the business you represent.

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1. Definitions

- "LanmarkOS", "we", "us" — [LEGAL ENTITY NAME], a company registered in Nigeria under RC number [RC NUMBER], with registered address at [REGISTERED ADDRESS].
- "Tenant", "you" — the hotel, hospitality business, or other organization that registers an Account, and the individuals it authorizes to access the Service on its behalf.
- "Account" — the Tenant's provisioned workspace on the Service, reachable at its assigned subdomain (e.g. yourhotel.lanmarkos.com) or connected custom domain.
- "Staff User" — an individual the Tenant creates a login for within its Account (e.g. front desk, housekeeping, security, accounting roles).
- "Guest Data" — personal data of the Tenant's own hotel guests that the Tenant enters into or that flows through the Service (e.g. names, contact details, stay and payment records).
- "Subscription Plan" — the pricing tier and associated feature/usage limits (rooms, staff seats, modules) the Tenant selects or is assigned.
- "Trial Period" — the 14-day evaluation period offered at signup, during which no payment method is required and the full feature catalog is available without Plan limits.

2. The Service

LanmarkOS is a multi-tenant hotel PMS providing, depending on the Tenant's Subscription Plan: reservations and room management, guest profiles and check-in/checkout, point-of-sale (bar/restaurant), accounting and general-ledger reporting, staff accounts with role-based permissions (including security/incident-log modules), and related administrative tools. Each Tenant's data is logically separated from other Tenants' data within a shared multi-tenant infrastructure.

We may add, change, or remove features from time to time. We'll make reasonable efforts to avoid removing functionality a Tenant materially relies on without notice, but the Service is not a fixed, unchanging product.

3. Accounts & Trial

The person creating an Account represents that they have authority to bind the Tenant to these Terms. The Tenant is responsible for all activity under its Account, including every Staff User it creates — this includes ensuring Staff Users only receive the access appropriate to their role, and promptly deactivating accounts for staff who leave.

New Accounts receive a 14-day Trial Period with no credit card required. At the end of the Trial Period, continued use of the Service requires selecting and paying for a Subscription Plan; if none is selected, the Account may be restricted to read-only access or suspended.

4. Subscription & Billing

1. Subscription Plans are billed in advance on a recurring basis (monthly or annual, as selected) via our payment processor, Paystack. Fees are stated exclusive of VAT and any other tax we're required to collect, which will be added at checkout where applicable.
2. Subscriptions renew automatically at the end of each billing period unless cancelled before the renewal date. Cancelling stops future billing but does not entitle the Tenant to a refund for the current period.
3. All fees are non-refundable. You may cancel at any time; access continues until the end of the period already paid for.
4. Some Plans include usage limits (e.g. number of rooms, staff seats, or enabled modules). Exceeding a Plan's limits may require upgrading to a higher Plan to regain full functionality.
5. We may change Plan pricing with at least 30 days' notice by email or in-app notice; changes take effect at your next renewal.
6. Failure to pay may result in suspension of the Account after a reasonable grace period, per Section 11.

5. Acceptable Use

You agree not to: (a) use the Service for any unlawful purpose, or in a way that violates applicable hospitality, consumer-protection, or data-protection law; (b) resell, sublicense, or provide access to the Service to any third party outside your own organization without our consent; (c) attempt to scrape, reverse-engineer, probe, or circumvent the Service's security or rate limits; (d) upload malicious code; or (e) use the Service to store or process data you do not have the right to process.

You are solely responsible for the lawfulness of how you and your Staff Users collect and use Guest Data and staff records — including obtaining any consent or notice required from your guests and employees under applicable law.

6. Data Protection & Your Role as Controller

Under the Nigeria Data Protection Act, 2023 ("NDPA"), the Tenant is the **data controller** for Guest Data and Staff User data it enters into the Service; LanmarkOS acts as the **data processor**, processing that data solely to provide, secure, and support the Service, and on the Tenant's documented instructions.

We use the following categories of subprocessor to deliver the Service:

Subprocessor	Purpose
Paystack	Payment processing for Subscription billing and, where enabled, guest payments
Zoho Mail	Transactional platform email (password resets, receipts, notifications)
Contabo	Cloud hosting / server infrastructure
Cloudflare	DNS, CDN, and network security

Some of these subprocessors, and our hosting infrastructure generally, may process data outside Nigeria. Where personal data is transferred outside Nigeria, we take steps intended to ensure the data continues to receive an adequate level of protection, as required under the NDPA — including relying on contractual safeguards with our providers. We maintain reasonable technical and organizational measures to protect Guest Data and Staff User data against unauthorized access, loss, or misuse.

7. Data on Cancellation

When an Account is cancelled or suspended for non-payment, we retain its data for 30 days to allow export or reactivation. After that grace period:

1. Guest and staff personal profile data (e.g. names, contact details, ID information not required for financial recordkeeping) is deleted or anonymized, consistent with the NDPA’s data-minimization principle and right to erasure.
2. Financial and transaction records (invoices, payment records, and general-ledger/accounting entries) are retained for five (5) years from the date of the relevant transaction, regardless of Account cancellation, as required by the Money Laundering (Prevention and Prohibition) Act, 2022. Where feasible, personal identifiers not needed for this recordkeeping purpose are removed or masked from retained financial records.

In short: your guest and staff profiles are deleted after the 30-day export window, but the underlying financial trail (what was charged, when, and how much) is kept for the legally required period — a distinction driven by Nigerian law, not a LanmarkOS policy choice.

8. Security

We maintain reasonable technical and organizational measures designed to protect the Service and the data within it, including encryption in transit, access controls, and routine backups. No system is perfectly secure, and we cannot guarantee the Service will be free of vulnerabilities or breaches. You are responsible for your own Staff Users’ credential hygiene (strong passwords, not sharing logins, prompt deactivation on staff departure) and for promptly notifying us of any suspected unauthorized access to your Account.

9. Service Availability

The Service is provided on an “as available” basis. We make reasonable efforts to keep it available and performant but do not currently offer a formal uptime SLA or service credits. We’ll provide reasonable notice of planned maintenance that we expect to cause downtime where practical.

10. Intellectual Property

We own all right, title, and interest in the Service — its software, design, and underlying technology. These Terms do not grant you any rights to our trademarks or branding beyond what’s needed to use the Service. You retain all rights to your own content and data, including Guest Data (subject to our processing rights under Section 6 to operate the Service). If you send us feedback or suggestions, you grant us a perpetual, royalty-free license to use them to improve the Service, without obligation to you.

11. Suspension & Termination

We may suspend or terminate an Account: (a) for non-payment, after a reasonable grace period following a failed or missed payment; (b) for material breach of these Terms, including violations of Section 5 (Acceptable Use); (c) where required by law or to prevent harm to the Service or other Tenants. Where practical, we’ll give notice and an opportunity to cure before suspending for reasons other than illegal use or security risk. Sections that by their nature should survive termination (e.g. Section 7, 13, 14, 16) continue to apply.

12. Third-Party Services

Payments are processed by Paystack, subject to Paystack’s own terms and privacy practices, which we don’t control. Tenants may optionally configure their own SMTP provider for guest-facing email instead of our platform default. Tenants who connect a custom domain are responsible for their own DNS configuration and any third-party costs associated with it.

13. Disclaimers & Limitation of Liability

The Service is provided “as is” and “as available,” without warranties of any kind, express or implied, except as required by applicable law. We do not warrant the Service will be uninterrupted or error-free.

To the maximum extent permitted by law, our total aggregate liability arising out of or relating to these Terms or the Service — whether in contract, tort, or otherwise — will not exceed the total fees you paid us in the twelve (12) months immediately preceding the event giving rise to the claim. We are not liable for indirect, incidental, or consequential damages, including lost profits or lost data, except to the extent caused by our fraud, willful misconduct, or gross negligence, or where liability cannot lawfully be limited.

14. Indemnification

You agree to indemnify and hold us harmless from claims, damages, and expenses (including reasonable legal fees) arising from: your use of the Service in violation of these Terms or applicable law; your handling of Guest Data or Staff User data in violation of applicable data-protection law; or content or data you upload that infringes or violates a third party’s rights.

15. Changes to These Terms

We may update these Terms from time to time. For material changes, we’ll provide notice by email or in-app notice at least 14 days before the change takes effect. Continued use of the Service after a change takes effect constitutes acceptance of the updated Terms.

16. Governing Law & Disputes

These Terms are governed by the laws of the Federal Republic of Nigeria. The parties submit to the exclusive jurisdiction of the courts of [Oyo State](#), Nigeria, for any dispute not resolved informally between the parties within a reasonable time.

17. General Provisions

- [Force majeure](#) — neither party is liable for delay or failure caused by events beyond its reasonable control.
- [Severability](#) — if any provision is found unenforceable, the rest of these Terms remain in effect.
- [Assignment](#) — you may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets.
- [Entire agreement](#) — these Terms, together with any order form or Plan details, constitute the entire agreement between the parties regarding the Service.
- [Notices](#) — we may send notices to the email address on your Account; you may send notices to us at the contact below.

18. Contact

Questions about these Terms can be sent to support@lanmarkos.com.