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# *TERMS AND CONDITIONS*

NTOBOA FUND LIMITED

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## TERMS AND CONDITIONS

Welcome to Ntoboafund.com (“**Company**,” “**we**” or “**us**”). The following Terms and Conditions of Use, together with any documents they expressly incorporate by reference (collectively, these “**Terms and Conditions of Use**”), govern you and any entity you represent (collectively, “**you**” or “**your**”), with respect to access and use of [www.ntoboafund.com](http://www.ntoboafund.com) including any Content (as defined in this terms of service agreement), technology, processes, materials, functionality and services designed, offered, or marketed by the Company on or through [ntoboafund.com](http://ntoboafund.com) and at such other domain names used to identify websites on which the Company may offer Services (collectively, the “**Service**”), whether as a guest or a registered user.

**IMPORTANT LEGAL NOTICE: PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. NTOBOAFUND.COM IS NOT AFFILIATED WITH ANY NATIONAL OR GOVERNMENT AGENCY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, PLEASE DO NOT ACCESS OR USE THE SERVICE.**

### 1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF USE

By accessing the Service, creating an account via the Service (“**Account**”), downloading the Ntoboafund.com App or clicking to accept or agree to these Terms and Conditions of Use when this option is made available to you, you hereby

- (i) acknowledge that you have read and agree to be bound to and abide by these Terms and Conditions of Use and
- (ii) represent and warrant that you are eligible to access the Service and are authorized and able to accept these Terms and Conditions of Use. If you do not wish to be bound by these Terms and Conditions of Use, you must not access or use the Service. By declining to accept these Terms and Conditions of Use, you will be unable to create an Account or access or use the Service.

### 2. GENERAL RULES, POLICIES & PROCEDURES

#### 2.1. Eligibility

To be eligible to create an Account and become a registered user of the Service, you must, at the time of registration

- (i) be at least eighteen (18) years of age,
- (ii) be physically located in a region in the Republic of Ghana, (individually, a “**Jurisdiction**” and collectively, the “**Jurisdictions**”), in which participation in the Service is permissible by law,
- (iii) not be a person barred from participating in the Service under the laws of any Jurisdiction or the Republic of Ghana, and
- (iv) at all times abide by these Terms and Conditions of Use.

If you do not meet all of these requirements, you must not access or use the Service. The Company reserves the right to verify your age, identity your eligibility at any time. Any failure to cooperate with the Company in this respect may result in the suspension and/or termination of your Account. Employees, officers, directors, members, managers, investors, agents, and representatives of the Company and any of its or their parent companies, subsidiaries, affiliates as well as direct technology vendors, content providers, component suppliers (both hardware and software) directly related to the Service, and each of their respective immediate family (defined as parents, spouse, partner, and children) and any person residing in the same household are not eligible to use the Service. Such persons may, however, access the Service, and will from time to time do so for the purpose of testing the Service, including, without limitation, evaluating user experience, and other reasonable and fair uses at the sole discretion of the Company.

By accessing or using the Service, you represent and warrant that you have the right, authority and capacity to enter into this agreement, to abide by all of these Terms and Conditions of Use, and that you are not prohibited from accessing or using the Service. The Company makes no representations or warranties, implicit or explicit, as to your legal right to access or use the Service and no person affiliated, or claiming affiliation, with the Company shall have authority to make any such representations or warranties. We do not intend for the Service to be used by persons present in Jurisdictions in which participation may be prohibited or restricted. You agree that the availability of the Service does not constitute an offer, solicitation or invitation by the Company for the use of the Service in any Jurisdiction in which such activities are prohibited or restricted. The Company reserves the right to deny access to the Service to anyone at its sole discretion.

## 2.2. Compliance

You will comply with all of the terms and conditions of this Agreement and all applicable laws, regulations and rules when you use the Service. A User must be 18 years or older to participate in and the Service. These rules & policies are valid only where legal. You are responsible for ensuring that it is legal for you to use the Service in your local jurisdiction. The Company reserves the right to cancel a user Account if behavior is deemed unacceptable by Ntoboafund.com. The Company reserves the right to suspend a user Account if the user's profile information is incorrect and / or in violation of any of the present Terms and Conditions of Use and / or is in breach of any regulatory and / or statutory regulations. In the event of any winnings generated from an account which is not in strict compliance of the present Terms and Conditions of Use, the rights to the said winnings may be compromised.

At all times you are responsible to ensure that your user profile information is up to date and accurate.

## 2.3. Notice of Modifications or Changes

The Company may modify the Service at any time with or without notice to you. The Company and its content including, without limitation, the information, graphics, products, features, functionality, services, and links (collectively the "Content") may be changed, deleted or updated without notice. Ntoboafund.com may discontinue, suspend or modify the Service at any time without notice, and the Company may block, terminate or suspend your access to the Service at any time for any reason in its sole discretion, even if access continues to be allowed to others.

#### 2.4. Tickets

Tickets will be secured by the Company and will not be distributed. Tickets for a drawing must be purchased by the posted ticket purchase cut-off time prior to the respective drawing. The Company endeavors to make every reasonable effort to acquire tickets in satisfaction of each registered user's request. If, however, tickets cannot be acquired for any reason, including, but not limited to, ticket cut-off time, severe weather, power outages, or other issue outside of the direct control of the Company, the Company will purchase tickets for the next available drawing and notify the affected registered user that their tickets were not acquired for the respective drawing. The tickets will be processed and posted allowing users to view their ticket numbers online. The numbers for each ticket will also be posted on the Service for group users to view. The Company will record the winning numbers for the corresponding drawings. In the event incorrect information is sent to a user, the user shall not be entitled to any claim based on the receipt of this information. You agree to immediately notify the Company upon receipt of erroneous information and hereby waive any claim against the Company for the receipt of such erroneous information. Tickets can only be sold by authorized agents/retailers and cannot be sold outside country borders.

#### 2.5. Payouts & Statutory Withholdings

Where applicable by law, the Company will subject the payment of any winnings to the statutory withholdings and / or deductions.

#### 2.6. Quarterly winning and Monthly Winnings

The Company will notify a user that a quarterly or monthly winning has been won by contacting the user at the e-mail address provided for their Account at the time of registration or as updated according to these Terms and Conditions of Use. Users will have thirty (30) days from the date the initial notification e-mail was sent to respond to the Company and to provide any additional information requested and / or required by law. The Company will then endeavor to assist you to collect the winnings. With regard to Group Play, quarterly and monthly winnings will be split between all users of the group based on a lump sum payment and according to the payment rules and regulations of the Republic of Ghana. You hereby acknowledge and accept that taxes as well as statutory withholdings and / or deductions may be withheld by the Company before distribution.

#### 2.7. Winnings

All other winnings which are not considered a "Quarterly and Monthly Winning", are settled according to the rules and regulations of the Republic of Ghana. The Company will attempt to inform you of any winnings you may be entitled to and, you will be notified of your options to redeem your winnings.

#### 2.9 Purchase Limit

To protect our customers, the Company may set daily spending limits on purchases, including but not limited to ticket purchases. Once a daily spend has been reached, no more transactions can occur on the user's account until 24 hours after the last qualifying transaction.

### 3. NTOBOAFUND.COM ACCOUNT REGISTRATION & USER ACCOUNTS

#### 3.1. Registration Information

To register for an Account, visit [Ntoboafund.com](https://ntoboafund.com) or download the Ntoba.com App to complete the online registration process. You will be required to

(i) submit your first and last name and other details as requested including, but not limited to, your phone number, date of birth, your e-mail address, your residential address, and your payment information.

You agree to :

- (i) provide true, accurate, current and complete information about yourself (the “**Registration Data**”) as prompted by the Service’s online registration form and
- (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. In addition, **you agree that the Company may contact you via mail, e-mail or phone to verify your Account information, update group information or provide responses to your requests.** You may modify your registration data by logging into your Account and making such changes. For further assistance, please contact customer service at support@ntoboafund.com. Any information collected by the Company will be held subject to its Privacy Policy, available at [ntoboafund.com/privacy](https://ntoboafund.com/privacy) and “just-in-time” notices, if any, provided at the point of information collection or use. If we cannot contact you within thirty (30) days or if you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company reserves the right to suspend or terminate your Account immediately, withhold your Account balance and refuse any and all current or future use of the Service (or any portion thereof).

#### 3.2. Secrecy Obligation

You agree to keep your Identifiers secure and confidential. You are solely responsible for all usage or activity on your Account including, but not limited to, use of the Account by any person who uses your Identifiers, with or without authorization, or who has access to any device on which your Account is accessible. In the event that you are concerned that your Account is no longer secure and confidential, you should immediately notify the Company by sending an e-mail to support@ntoboafund.com. Whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at the sole discretion of the Company. Without limiting the foregoing, any transactions made and accepted within the Service where your Identifiers have been used (and where you have not previously notified the Company as provided herein) will be treated as valid.

#### 3.3. One Account

Only one (1) Account is allowed per person. In the event the Company determines that you have registered more than one (1) Account, you acknowledge and agree that, in addition to any other rights the Company may have, the Company has the right to suspend or terminate your Account immediately, withhold your Account balance, revoke your right to any tickets or corresponding prizes, and refuse any and all current or future use of the Service (or any portion thereof).



### 3.4. No Transfer

Your Account is not transferable. Under no circumstances shall you allow or permit any other person or third party, including, without limitation, any person under the legal age to use the Service, to use or re-use your Account in such a way that may breach the standards or laws in the Republic of Ghana. You accept full responsibility for any unauthorized use of the Service and for any use of your payment instrument by any other person or third party in connection with your Account. Any person found to have violated this section may be reported to the relevant authorities and will forfeit all funds in their Account. The Company will not be liable for any loss that you may incur as a result of someone else using your Account.

### 3.5 Unsubscribe

To unsubscribe from the Service and cancel your Account, you will need to e-mail your request to [closemyaccount@ntoboafund.com](mailto:closemyaccount@ntoboafund.com). If you unsubscribe, your Account will be cashed out and terminated.

### 3.6 Equipment Obligation

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a computer or Mobile Device (as defined in Section 7.1) that is suitable to connect with and use the Service. You are responsible for any fees, including, but not limited to, Internet connection or data usage fees, including, without limitation, SMS/MMS text usage fees, that you incur when accessing the Service.

## 4.0 NTOBOAFUND.COM SERVICES

### 4.1. Individual and Group Play

The Service offers or will offer registered users two (2) forms of play with regard to authorized plays

- (i) individually, where a user participates independently as a ticket holder and has sole ownership of his or her ticket(s) and any potential winnings derived therefrom and
- (ii) (ii) in registered user groups, where a user participates in association with other registered users, owns the ticket(s) as tenants in common with other members of the group, and shares winnings from any tickets associated with the group (“Group Play”).

### 4.2. Ticket Agreement

As a registered user of the Service, you acknowledge and agree to each of the following:

You are participating as a sole ticket holder independently at your own discretion. In the case of Group Play, you are participating at your own discretion in association with other users on the Service to order and own tickets.

In the case of Group Play, each group will own the ticket(s) as tenants in common. With regard to any tickets you order individually outside of Group Play, you will have sole ownership of the tickets and any potential winnings derived therefrom.

The minimum and maximum number of users allowed in a group participating in Group Play will be designated in each particular Group Play profile and/or listed on the group page of [ntoboafund.com](http://ntoboafund.com). Each user participating in Group Play owns a share of the group’s winnings, which is calculated based on the total number of tickets he or she purchases as a member of the

respective group over the total tickets sold in the respective group. For example, a user who purchases twenty (20) tickets in Group Play where a total of one hundred (100) tickets are sold will receive 20 percent of the winnings. Individual tickets played independently of any group will have only one (1) owner.

You agree to designate the Company as your designated messenger and representative and to authorize the Company to act on your behalf to purchase and store your tickets, collect winnings and place your proportional share of any winnings into your user Account on the Service. You recognize that the payment of prizes is pursuant to the laws of the Republic of Ghana and industry regulations. Where such regulations permit payment of the prize to only one natural person, that individual may claim the prize for the benefit of an individual participant and/or all co-owners in the group and distribute the appropriate proportional amount to each respective participant's Account.

#### 4.3. Individual User Commitments

Once a ticket (or tickets) has been committed, you cannot terminate your Account until the drawing for which you are committed has occurred. In addition, once a ticket (or tickets) has (or have) been committed, you cannot return, exchange, modify or remove your ticket(s). If a drawing is missed or rescheduled, the Company will conform to this change by entering the next drawing available.

#### 4.5 AutoPlay

Users may elect to utilize this Application to participate in "AutoPlay" subscriptions, subject to the following terms and requirements; AutoPlay subscriptions may only be available for certain games.

Each user may only enroll in one AutoPlay subscription per available game. For each AutoPlay subscription, the user must choose a number of tickets that will be played for each drawing. For some games, you may also choose to automatically reload your account balance to a predetermined amount when your account balance reaches zero cedis (GH¢0). If a reload value is set, your account will be automatically billed for the number of tickets indicated in the 'AutoPlay' section of the application;

Procedure for winning tickets that were ordered as part of an AutoPlay subscription will be no different than that of ordinary tickets.

### 5.0. AUTOMATIC RECURRING PLAY & BILLING AGREEMENT (FOR AUTOPLAY USERS ONLY)

#### 5.1. Authorization

Where it is available, by opting into the Auto-Play feature on the Service, I hereby authorize the Company to automatically play tickets on my behalf for each eligible draw. I understand that the number of tickets that will be automatically played will be based on the number of tickets selected on AutoPlay section of the ntoboafund.com Application.

By opting into the AutoPlay feature on the Service, I hereby authorize the Company to charge the indicated debit card on file for my user account to 'reload' tickets based on the number of 'reload' tickets selected on the application. I understand this charge will happen automatically every time my account balance is at GH¢0. I also understand that I can stop this recurring charge from taking place at any time by setting the reload settings in the ntoboafund.com Application to "0".

## 5.2. Payment Failure

If your payment is declined, you will be notified in the application and contacted by phone or email. We may restrict your ability to use a certain payment method if that payment method fails multiple times. REMEMBER: If your Automatic Payment fails, you will need to replenish your account with another payment method. In the event any payment is not made, no tickets will be purchased on your behalf without payment made in advance.

## 5.3. Changing Payment

If you would like to change your Payment including, for example, making a change from one credit or debit card that was initially selected to another credit or debit card or bank account, you must change the account number in the settings section of the Service.

## 5.4. Security Verification

I authorize the Company and their sponsoring agency to run an address verification search. This verification process is a security measure to protect me, the client, from illegal fraud against my debit card. I guarantee and warrant that I am the legal cardholder for this debit card, and that I am legally authorized to enter into this billing agreement with ntoboafund.com. I agree to indemnify, defend and hold ntoboafund.com harmless, against any liability pursuant to this authorization. This Agreement is not transferable and must be agreed to by the person authorized on the ntoboafund.com user account.

## 6.0. INTERACTIVE FEATURES

In conjunction with the Service, the Company may offer interactive social features (“**Interactive Features**”) in which you or third parties, including other users of the Service, are able to communicate and post User Content (defined below) within the Service. The Company does not endorse, approve or pre-screen any User Content that you and other users may contribute to the Service, and is not responsible for the accuracy or inaccuracy of the User Content. You bear the entire risk of the completeness, accuracy or usefulness of the User Content found on the Service. You are solely responsible for your use of the Service’s Interactive Features and use them at your own risk.

By using any Interactive Features, you agree not to post, transmit, distribute, create or otherwise publish any of the following on or through the Service:

Any messages, comments, data, information, text, or other works, content or materials (“**User Content**”) that are unlawful, libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, vulgar, suggestive, harassing, threatening, tortious, invasive of personal privacy or publicity rights, abusive, inflammatory, hateful, fraudulent or otherwise objectionable (as determined by the Company in its sole discretion);

User Content that would encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;

User Content that you do not have the right to post or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary information and

confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

User Content that may violate or infringe any patent, trademark, trade secret, copyright, right of publicity or other intellectual property, content, or proprietary right of any party. By posting User Content, you represent and warrant that you have the lawful right to transmit, distribute, reproduce, and display such User Content;

User Content that falsifies or deletes another's attributions, legal notices or proprietary designations;

User Content that impersonates any person or entity (including, without limitation, a director, officer, employee, shareholder, agent or representative of the Company or a celebrity) or falsely states or otherwise misrepresents your affiliation with the Company, or any other person or entity;

Unsolicited or unauthorized advertising, campaign or promotional materials, junk mail, spam, chain letters, pyramid schemes or other forms of commercial solicitation and any materials that promote spyware, malware and downloadable items;

Private information of any other party, including, without limitation, phone numbers, postal addresses, e-mail addresses, social security information, credit and debit card information, and other financial institution account information;

User Content "stalking" or otherwise harassing another user of the Service or an employee of the Company. This may include, but is not limited to harassing, threatening, embarrassing, or doing anything else that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.;

User Content that disrupts the Service or the servers or networks connected to the Service or collects or stores or attempts to collect or store passwords, user Account information, or other personal data about users of the Service;

Software viruses, corrupted data, or other harmful, disruptive or destructive software, computer code, files or programs; and

User Content that, as determined by the Company in its sole discretion, is objectionable or which restricts or inhibits any person from using or enjoying the Interactive Features of the Service, adversely affects the availability of its resources to others (e.g., use of all capital letters or continuous posting of repetitive text), or may expose the Company or its users to any harm or liability of any type.

You are solely responsible for your User Content and may be held liable for User Content you post. To the maximum extent permitted by law, the Company assumes no responsibility or liability for any User Content posted, stored or uploaded to the Service by you or any third party, for any loss or damage thereto, or for any failure to or delay in removing such User Content, nor is the Company liable for any mistakes, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity you may encounter.

Although the Company has no responsibility for the contents of any User Content posted through any Interactive Features, you agree to grant the Company the unrestricted, unconditional, unlimited, worldwide, irrevocable, royalty-free, non-exclusive, irrevocable right and license to use, exhibit, broadcast, copy, reproduce, publish, distribute, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly display, publicly perform and create derivative works from or otherwise exploit in any manner whatsoever, all or any portion of your User Content to which you have contributed, for any purpose, in any and all media, now known or hereafter

devised, throughout the world in perpetuity and without any compensation to you. You agree not to delete or revise any User Content posted by any other party.

The Company reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored within the Service for any reason without notice. Any use of the Interactive Features or other portions of the Service in violation of the foregoing violates these Terms and Conditions of Use and may result in, among other things, termination or suspension of your Account or your rights to use the Interactive Features and/or the Service. You acknowledge and agree that the Company may access, use or disclose any information about you or your use of the Service, including, without limitation, any User Content, to comply with the law or any legal process, protect and defend the Company's rights or property or to protect the safety of its employees, customers or the public.

Please be aware that any User Content you post within the Service becomes public information, can be collected and used by others, and may result in your receipt of unsolicited messages from third parties. Accordingly, the Company discourages you from posting any personal information that can be used to identify or locate you, such as your addresses or phone number. **IF YOU CHOOSE TO POST ANY PERSONALLY IDENTIFIABLE INFORMATION, YOU DO SO AT YOUR OWN RISK.**

## 7.0 LIMITED LICENSE TO THE NTOBOAFUND.COM APP

### 7.1. License Grant

Subject to these Terms and Conditions of Use, the Company grants you a limited, non-exclusive and non-transferable license to

- (i) download, install and use the Company's mobile application ("**ntoboafund.com App**") for your personal, non-commercial use on a mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with these Terms and Conditions of Use and
- (ii) access and use the services made available in or otherwise accessible through the ntoboafund.com App strictly in accordance with these Terms and Conditions of Use.

### 7.2. License Restrictions

You acknowledge and agree that you shall not:

Copy the ntoboafund.com App, except as expressly permitted by this license;

Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the ntoboafund.com App;

Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the ntoboafund.com App or any part thereof;

Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the ntoboafund.com App, including any copy thereof;

Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the ntoboafund.com App or any features or functionality of the ntoboafund.com App, to any third party for any reason, including by making the ntoboafund.com App available on a network where it is capable of being accessed by more than one Mobile Device at any time;

Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the .com App; or

Use the ntoboafund.com App in a manner prohibited by applicable laws or regulations, including, without limitation, in connection with any form of unlawful gambling.

Use the ntoboafund.com App in violation of these Terms and Conditions of Use or applicable law. Any such conduct may result in the immediate termination of your Account as well as your limited right and license to the ntoboafund.com App and may subject you to liability for violations of law.

### 7.3. Reservation of Rights

You further acknowledge and agree that the ntoboafund.com App is provided under license, and not sold, to you. You do not acquire any ownership interest in the ntoboafund.com App under these Terms and Conditions of Use, or any other rights thereto other than to use the ntoboafund.com App in accordance with the license granted, and subject to all terms, conditions and restrictions under these Terms and Conditions of Use. The Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the ntoboafund.com App, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms and Conditions of Use.

### 7.4. Updates

From time to time, the Company may in its sole discretion develop and provide ntoboafund.com App updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either

- (i) the ntoboafund.com App will automatically download and install all available Updates or
- (ii) (ii) you may receive notice of or be prompted to download and install available Updates.

You acknowledge and agree that the ntoboafund.com App or portions thereof may not properly operate should you fail to promptly download and install all Updates. You further agree that all Updates will be deemed part of the ntoboafund.com App and be subject to these Terms and Conditions of Use.

### 7.5. Mobile Device and Service Charges

Certain features of the ntoboafund.com App require communication with the Company’s servers, including, without limitation ntoboafund.com App downloads and Updates, which may consume and exceed your service provider’s data allowance limits. You acknowledge and agree that you are solely responsible for any charges incurred with your data/mobile service provider as a result of the ntoboafund.com App, including any overage and penalties assessed for exceeding the limits imposed by your service provider.

You are responsible for the cost of your Mobile Device and to ensure that your Mobile Device meets the system requirements of the ntoboafund.com App, including obtaining periodic updates or upgrades from your Mobile Device service provider to continue using the ntoboafund.com

App. **THE COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE NTOBOAFUND.COM APP WILL BE COMPATIBLE OR FUNCTION WITH ANY PARTICULAR MOBILE DEVICE, NOR DOES THE COMPANY WARRANT OR ACCEPT ANY LIABILITY FOR OPERATION OF THE MOBILE DEVICE USED TO ACCESS THE NTOBOAFUND.COM APP.**

#### 7.6. Term and Termination

The term of your limited license to the ntoboafund.com App commences when you download the ntoboafund.com App and accept these Terms and Conditions of Use and will continue in effect until the earlier of (i) your deletion of the ntoboafund.com App from your Mobile Device or (ii) the Company's termination of your limited license to the ntoboafund.com App and/or termination of your Account. Upon termination (i) all rights granted to you under these Terms and Conditions of Use will also terminate and (ii) you must cease all use and delete all copies of the ntoboafund.com App from your Mobile Device. Termination of your limited license will not limit any of the Company's rights or remedies at law or in equity.

### 8.0 OTHER INTELLECTUAL PROPERTY RIGHTS

#### 8.1. Copyright Information and Non-Commercial Use Limitation

The Service and its contents, features and functionality, including but not limited to, all information, products, services, text, displays, graphics, video, audio and software as well as the design, selection and arrangement thereof (collectively, "**Content**"), are owned by the Company, its licensors or other providers of such material and are protected by Ghana and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms and Conditions of Use permit you to use the Service for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Content on the Service, except as follows:

Your computer may temporarily store copies of such Content in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes. If we provide social media features with certain Content, you make take such actions as are enabled by such features.

You must not:

Modify copies of any Content from the Service.

Delete or alter any copyright, trademark or other proprietary rights notices from copies of Content from the Service.

You must not access or use for any commercial purposes any part of the Service or any Content available through the Service.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Service in breach of the Terms and Conditions of Use, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the Content you have made. No right, title or interest in or to the Company, the Service or any Content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark and other laws.

## 8.2. Trademarks

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans are the trademarks of their respective owners.

## 8.3. Notice and Procedure for Making Claims under the Digital Millennium Copyright Act.

The Digital Millennium Copyright Act (“**DMCA**”) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If an individual believes that their copyrighted work has been copied without authorization and is available within the Service in a way that may constitute copyright infringement, the individual may provide notice of their claim to the Company’s designated agent listed below. For the notice to be effective, it must include the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

A description of the copyrighted work that is claimed to have been infringed;

A description of where the allegedly infringing material is located within the Service;

Information reasonably sufficient to permit the Company to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;

A statement that the person has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company’s designated agent should be contacted only if an individual believes that their work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring within the Service. All other inquiries to the designated agent will not be answered.

## 9.0 GENERAL INFORMATION

### 9.1. Changes to the Terms and Conditions of Use



We reserve the right to change these Terms and Conditions of Use at any time without prior notice to you. If these Terms and Conditions of Use are modified, we will update the “Last Modified Date” and such changes will be effective upon posting. If we make what we determine to be material changes to these Terms and Conditions of Use, we will notify you by prominently posting a notice or by sending a notice to the e-mail addresses on file. It is your obligation to provide us with notice of any change to your e-mail address by sending us notice immediately to support@ntoboafund.com. Your continued use of the Service following such material changes requires your affirmative consent to the changes. If you do not agree to the changes, your sole remedy is to cease using the Service and provide written notice of same to support@ntoboafund.com. We will automatically delete your Account and return any funds remaining in your Account, unless you instruct us otherwise. You are expected to check this page each time you access this Service, so you are aware of any changes, as they are binding on you.

#### 9.2. Disclaimer of Warranties

**YOUR USE OF THE SERVICE, ITS CONTENT AND ANY ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT AND ANY ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE, ITS CONTENT OR ANY ITEMS OBTAINED THROUGH THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT OR ANY ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, COMPLETE, USEFUL, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT THE SERVICE, ITS CONTENT OR ANY ITEMS OBTAINED THROUGH THE SERVICE WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE OR ANY ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE INFORMATION IN THE SERVICE MAY BE OUT OF DATE, AND THE COMPANY MAKES NO COMMITMENT TO UPDATE SUCH INFORMATION.**

**THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

#### 9.3. Limitation on Liability

**YOUR ACCESS TO AND USE OF THE SERVICE, ITS CONTENT AND ANY ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE, OR INABILITY TO USE, THE SERVICE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER ITEMS OBTAINED THROUGH THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF WINNINGS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE RELEASED PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICE OR FOR ANY DAMAGES TO OR INTERFERENCE WITH EQUIPMENT, MOBILE DEVICES, PROGRAMS, FILES, OR OTHER PROPERTY, WHETHER SUCH DAMAGES ARE RELATED TO ACCESS OR USE OF THE SERVICE OR ANY SITES LINKED TO IT.**

**FURTHER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR FAILURE OR DELAY IN PERFORMING AN OBLIGATION UNDER THESE TERMS AND CONDITIONS OF USE, INCLUDING BUT NOT LIMITED TO PURCHASING TICKETS OR COLLECTING WINNINGS, IF IT IS PREVENTED FROM DOING SO BY CAUSES BEYOND ITS CONTROL SUCH AS A FORCE MAJEURE EVENT OR THE ACTIONS OF ANY COMMISSION OR ORGANIZATION, OR GOVERNMENT.**

**EXCEPT AS PROVIDED OTHERWISE IN THESE TERMS AND CONDITIONS OF USE, YOUR SOLE REMEDY FOR DISSATISFACTION WITH OR DAMAGE SUSTAINED IN CONNECTION WITH THE SERVICE OR THE CONTENT OFFERED THEREON IS TO STOP USING THE SERVICE. YOUR PERMISSION TO USE THE SERVICE MAY AUTOMATICALLY TERMINATE WITHOUT NOTICE AT THE COMPANY’S SOLE DISCRETION.**

**EXCEPT FOR A BREACH OF YOUR INDEMNITY OBLIGATIONS UNDER SECTION 10 OF THESE TERMS AND CONDITIONS OF USE, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY EXCEED THE GREATER OF (I) THE AMOUNT PAID BY THE COMPANY TO YOU DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (II) ONE HUNDRED (GH¢100.00) CEDIS. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## **10. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Released Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use or your use of the Service, including, but not limited to, any use of the Service's Content and products other than as expressly authorized in these Terms and Conditions of Use or your use of any information obtained from the Service. If you are obligated to provide indemnification hereunder, the Company may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any claim without the Company's written consent. If you are obligated to provide indemnification hereunder, the Company may withhold any payment it is otherwise required to make to you to offset your indemnity obligations.

#### 11. GOVERNING LAW AND DISPUTE RESOLUTION

All matters relating to the Company, the Service, these Terms and Conditions of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of Ghana without giving effect to any choice or conflict of law provision or rule.

You acknowledge and agree that all such disputes and claims shall be settled by arbitration in the Accra or such other location as the Company chooses, at its sole discretion and in accordance with the Arbitration Act and the Commercial Arbitration Rules of the Ghana Arbitration Association. If you file a claim or counterclaim against the Company, you agree to do so on an individual basis and not with any other users as a class action undertaking. The decision of the arbitrator shall be final and binding on the parties and may be reduced to a judgment in any court of competent jurisdiction. The parties agree to jurisdiction and venue before any high court in the Republic of Ghana. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

In the event that any dispute should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law. For the purposes of this section (i) attorney fees shall include, without limitation, fees incurred in the following (a) post judgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation; and (ii) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

#### 12. LIMITATION ON TIME TO FILE CLAIMS

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION**

**ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

**13. TAX OBLIGATION**

You acknowledge that you are responsible to report your income and pay any taxes due to the appropriate local authorities in the Republic of Ghana and in the country you reside. You further acknowledge that an applicable organization may retain a portion of your winnings and forward it to the appropriate taxing authority on your behalf.

**14. ELECTRONIC SIGNATURES**

The Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7031 requires that you consent to entering into an electronic agreement with the Company before the agreement is executed and becomes effective. Should you enter into an online user agreement with the Company, you will not be required to submit a paper application/agreement. The entire agreement between you and the Company will be evidenced by an electronic record. You must agree to the use of an electronic record and agree to read and understand these Terms and Conditions of Use. After creating an Account and becoming a registered user of the Service, you have the right to withdraw your consent to the use of an electronic record. However, should you do so, your Account with the Company will automatically be terminated, and you will lose all rights to all remuneration on any subsequent winnings. Should you wish to withdraw your consent to the exclusive use of an electronic agreement, you must do so by cancelling your user Account and sending an e-mail to support@ntoboafund.com. Your request must include your name, your mailing address, and email address.

**15. RELIANCE ON INFORMATION POSTED AND THIRD-PARTY MATERIALS**

The information presented on or through the Service is made available solely for general information purposes. The Company does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Service, or by anyone who may be informed of any of its contents.

The Service may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to thirdparty sites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties’ terms and conditions.

**16. WAIVER AND SEVERABILITY**

No waiver of by the Company of any term or condition set forth in these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Use will continue in full force and effect.

#### 17. ASSIGNMENT

The Company may assign its rights and obligations under this Agreement, in whole or in part, to any person or entity at any time without notice to you and without your consent. Upon such assignment, the Company may be relieved of any further obligation hereunder. You may not assign or delegate any rights or obligations under these Terms and Conditions of Use without the Company's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

#### 18. RELATIONSHIP OF PARTIES

You acknowledge and agree that no joint venture, partnership, or employment relationship exists between you and the Company as a result of these Terms and Conditions of Use or your use of the Service. You agree not to hold yourself out as representative, agent, operator, distributor, or employee of the Company and the Company shall not be liable for any of your representations, acts, or omissions. You also acknowledge and agree that, except as otherwise expressly provided in these Terms and Conditions of Use, there shall be no third-party beneficiaries.

#### 19. FORCE MAJEURE

The Company shall not be liable for any delay or failure to perform resulting from unforeseen circumstances or causes outside its reasonable control, including, without limitation, extreme weather and other acts of God, natural catastrophes, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, computer viruses strikes, or shortages of transportation facilities, transportation stoppages or slowdowns, and stoppage or slowdown of the Internet or other networks (each, a "Force Majeure Event").

#### 20. ENTIRE AGREEMENT

These Terms and Conditions of Use, our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Service supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service. Nothing in the Terms and Conditions of Use, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.