## **Terms Of Use**

**ELLAMEDIATE WEBSITE TERMS OF USE**

Please note that your use of and access to the services (as defined below) are subject to the following terms; if you do not agree to all of these terms, you may not use or access the services in any manner.

These Terms of Use (these **"Terms"**) represent an agreement between you and Ellamediate (“Ellamediate Limited,” “Ellamediate LLC,” “Company”) and contain the terms and conditions governing your use of and access to our website at **https://www.ellamediate.com** and all affiliated websites owned and operated by us (collectively, the **"Website"**) and our products, services, and mobile applications (together with the Website, the **"Services"**).

**Terminology**

The following terminologies applies to this “Terms of Use”, “Privacy Statement” and “Disclaimer Notice” and any or all Agreements between: “Customer” which includes (Client”, “User”, “Buyer”, “Investor” “Customer”, “Developer).” "You" and "Your" refers to the person accessing this website and accepting the Company’s “Terms of Use”, “Privacy Statement” and “Disclaimer Notice”. “The Company”, “Ourselves”, "We" and "Us," refers to the Company, “Party”, “Parties”, or “Us” refers to both the “Customer” and “Ourselves” or either the “Customer” or “Ourselves”. "Ellamediate Account" refers to the account the Customer has with “Us” for this Services. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of using the Company’s website in the manner in which it was created. Any use of the above terminologies or other words in the singular, plural, capital letters, and/or plural, and/or these terms is considered interchangeable and therefore a reference to them.

**Using our Services**

You must follow any policies made available to you within the services we provide. For example, do not interfere with our services, or try to access them using a method other than the interface and the instructions that we provide. You may use our services only as permitted by law. We may suspend or stop providing our services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our services does not give you intellectual property rights in our services or the content you access. You may not use the content from our services unless you obtain permission from its owners or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our services.

In connection with your use of our services, we may send you service announcements, administrative messages, and other information. You may choose to opt out of some of those communications.

**Privacy Statement**

We are committed to protecting your privacy. The Company’s “Privacy Policy” explains how we treat your personal data and protect your privacy when you use our services. By using our service, you agree that the Company can use such data in accordance with our privacy policies.

Only authorized employees within the company who, in the course of their duties can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. The Company reserves the right to modify these Terms of Service/Use at any time. We shall constantly notify you on our website, when such updates are made. Your decision to visit and make use of the Site or Services after such changes have been made constitutes your formal acceptance of the new Terms of Service.

**Your consent to use electronic signatures and communications**

Your Consent: To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively “Communications”), that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that:

1. You have read and understood this consent to use electronic signatures and to receive Communications electronically;
2. You satisfy all requirements as specified below; and
3. Your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at (+234) 8084253962 **(Nigeria)**, +1 307 6831180 **(United States),** +44 20 80896090 **(United Kingdom)** or email at hi@ellamediate.com. If you withdraw your consent to receive Communications electronically, you will no longer be able to use your Ellamediate Account or the Services, except as expressly provided in these Terms. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

You must keep your contact information current with us. In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address.

Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

Changes. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms on the Website/Mobile Application or delivering notice of such termination or change electronically.

**What are the requirements to use the Services?**

In order to use the services, you must:

* Accept and agree to these Terms and our Privacy Policy;
* Register with us on the Website or Mobile Application;
* Be at least 18 years of age (or older if you reside in a state where the majority age is older);
* Have a Bank Account where you can send or receive funds; and
* Provide all valid information requested by us, such as your name, address, email address, online credentials for your account, and such other information as we may request from time to time (collectively, "User Information").

It is important to provide accurate, current and truthful information during the on-boarding process of your Ellamediate Account. You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information; provided, however, that you must notify us at least 3 (three) Business Days before any changes to your bank account details, including, but not limited to, the closure of your Bank Account for any reason by calling (+234) 8084253962 (**Nigeria**), +1 307 6831180 (**United States**), +44 20 80896090 (**United Kingdom**) or email us at hi@ellamediate.com.

For our compliance purposes and in order to provide the Services to you, you hereby authorize us to, directly or through affiliated third party, obtain, verify, and record information and documentation that helps us verify your identity and Bank Account information. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as: a copy of your government-issued photo ID, such as a passport or driver’s license; a copy of a utility bill, bank statement, affidavit, or other bills, dated within three months of our request, with your name and address on it; and such other information and documentation that we may require from time to time.

You understand and agree that Users will be required to comply with the necessary KYC/AML requirements. By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our affiliated third-party service providers and without any time limit or the requirement to pay any fees, information about you and your Bank Account from the financial institution holding your Bank Account and other affiliated third-party websites and databases as necessary to provide the Services to you or conduct necessary due diligence. For purposes of such authorization, you hereby grant Ellamediate and our affiliated third-party service providers a limited power of attorney to access affiliated third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

The information you provide us is subject to our Privacy Policy.

**How do I use the Services?**

Purpose of the Services. The purpose of the Services is to enable you own assets and earn returns on the fraction of assets you own. Once you authorise us to debit your account or debit card, we proceed with the debit (the amount you specify). Your returns on ownership fractions are paid at set pay-out days. We understand that some of our Users might want their returns paid into foreign accounts. We already have in place a system to ensure its seamless process.

Users Funds. Ellamediate does not hold the Users funds as all funds in your Ellamediate Account are held by our Fiduciary Partners who hold the funds in trust for the Users.

Transfer of Funds. Users will be unable to transfer the funds in their Ellamediate Account until the Users have fully paid for 1 (one) lot of their asset of interest. We will generally transfer the requested funds from your Ellamediate Account to your Bank Account within 25 (Twenty-five) business days upon the fulfilment of the above condition and upon receipt of your request. It is important to know the amount of available funds in your Ellamediate Account before instructing us to transfer funds from your Ellamediate Account to your Bank Account. If you do not have sufficient available funds in your Ellamediate Account or an amount totalling at least the cost of 1 (one) lot to cover the amount of the requested transfer, your request for the transfer will be declined. We may also transfer funds from your Ellamediate Account to your Bank Account without notice to you upon the closure of your Ellamediate Account and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.

Funds in Your Ellamediate Account. The funds in your Ellamediate Account are for the sole purpose of purchasing and owning fractions of assets listed on our platform. You may not use the funds in your Ellamediate Account for other purchases outside the sole purpose as stated above. NO THIRD-PARTY EXCHANGE except as permitted on the Exchange Platform (“Exchange Platform” means the platform where you are permitted to sell the fraction of asset you own). You are solely responsible for determining whether the funds debited from your debit card and the funds maintained in your Ellamediate Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the Services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your Bank Account.

Further information on Users funds, can be found on our website FAQs or email us at hi@ellamediate.com.

**How do I check the balance in my Ellamediate Account?**

Every User will have the Ellamediate Buyer App to monitor their investments and each User will also be provided with other metrics to enable them make payments or request for withdrawals on the Website or Mobile Application.

Ellamediate is not a financial adviser, and the Services are not intended to provide financial advice. Your financial situation is unique. We are not responsible for ensuring your debit card has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. Before using the Services, you should consider obtaining additional information and advice from a financial adviser.

**Intellectual Property**

The contents on our Website and Mobile applications are the sole property of Ellamediate and as such fully protected by the appropriate copyright and intellectual property right laws.

**Disclaimer**

Exclusions and Limitations

The information contained on our website is provided on an “as is” basis. To the fullest extent permitted by law, we:

1. Exclude all representations and warranties with respect to this website and its content or that are, or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the company’s documentation; and
2. Exclude any liability for damages arising out of or in connection with your use of this website. The Company, its suppliers and its distributors will not be responsible for lost profits, revenue or data, financial losses or indirect special, consequential, exemplary, punitive damages, or damages caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect consequential or incidental damages.

**Liability for our Services**

To the extent permitted by law, the total liability of our Company and its suppliers and distributors, for any claims under this terms, including any implied warranties, is limited to the amount you paid to us to use this services.

In all cases, the company and its agents will not be liable for any losses or damages that is not reasonably foreseeable.

**Business Uses of Our Services**

If you are using our services on behalf of a business, that business accepts these terms. It would hold harmless and indemnify the company and its agents from any claims, suit or action from or related to the use of the services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorney’s fees.

**Modification and Termination of Services**

We are constantly changing and improving our services. We may add or remove functionalities or features and we may suspend or stop services all together.

The Company and the Customer have the right to terminate any service agreement for any reason whatsoever, including the termination of services already in progress. The company may also stop providing services to you or add or create new limits to our services at any time.

**Cookies**

Like most interactive websites, this Company’s website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use of those people visiting. Some of our affiliate partners may also use cookies.

**Force Majure**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any “Act of God”, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

**Waiver**

Failure of either party to insist upon strict performance of any provisions of this or any other agreement or the failure of either party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties.

**Governing Law**

This Agreement shall be governed by the laws of the state where the relevant real estate property is located, and where investment is made into multiple assets, then the law of the place where the asset with the highest value is located.

**About these Terms**

Ellamediate reserves the right to modify these Terms of Service/Use or any additional terms that apply to a service, to for example, reflect changes to the law, or changes to our services. You should look at the terms regularly. If a revision is material, we will try to provide notice prior to any new term taking effect. What constitutes a material change will be determined at our sole discretion.

We would post notice of modification to these terms on this page. We would post notice of modified additional terms in the applicable service. Changes will not apply retroactively and will become effective after they are posted. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to a modified terms for a service, you should discontinue your use of that service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between the company and you. They do not create any third-party beneficial rights.

If you do not comply with these terms, and we don’t act right away, this doesn’t mean that we are giving up on any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms in this Agreement.

**Contact us**

If you have any questions about these terms, please contact us at (+234) 8084253962 **(Nigeria)**, +1 307 6831180 **(United States),** +44 20 80896090 **(United Kingdom)** or email us at **hi@ellamediate.com**.