

GENERAL TERMS AND CONDITIONS OF JOMMORO APP
Please read these terms and conditions carefully

INTRODUCTION

ECL has developed Jommoro App (an App) that allows for Subscribers to monitor and purchase Fixed Deposit Instruments and related investments from banks and other financial institutions using online or mobile platforms.

By downloading and installing the App from Google's Play Store or Apple App Store, the Subscribers can obtain the best current and available rates for their investment and proceed to invest with the selected financial institutions.

The following defines the terms and conditions under which ECL shall provide the APP Service to Subscribers and under which the Subscriber accesses and uses the Service.

All Subscribers shall by using the Service, be deemed to have consented to receiving the Service on these Terms and Conditions. By using this App, the Subscriber unconditionally accepts and agrees to be bound by the applicable laws, rules, regulations and instructions relating to the Service, now and as may be amended from time to time.

1. Definition

- **ARPU** means Average Revenue Per User.
- **BOG** means Bank of Ghana.
- **Data Protection Commission (DPC)** means an independent statutory body established under the Data Protection Act, 2012 (Act 843) to protect the privacy of the individual and personal data by regulating the processing of personal information.

- **ECL** means Enterprise Computing Limited, a limited liability company registered under the laws of the Republic of Ghana.
- **Fees /Charges** means charges levied from time to time by ECL when the App is downloaded and, in the form, published from time to time.
- **GOG** means Government of Ghana.
- **Jommoro App** means the ECL Investment Platform Software Application Mobile Banking Software Application version (or any subsequent version) for use on a mobile phone or tablet giving access to the internet, which can be downloaded to any mobile device which runs an operating system supported by a Network Provider, through which a subscriber can access some Online Investment Service.
- **Network Provider** means a telecommunications service provider that provides internet and related services to support the App.
- **Services** mean all operations provided by ECL through the APP.
- **Securities and Exchange Commission** means the body that protects investors and maintains the integrity of the securities market.
- **Subscriber** means the person or institution that downloads and uses the Jommoro APP or persons that visit the ECL website.

2. Performance of APP

- ECL shall subject to these terms and conditions, establish and maintain the connections and shall endeavour to make the Service available to the Subscriber.
- The App may however, be unavailable at times either due to network unavailability, poor internet connectivity or service from a Network Provider, maintenance upgrades, operational reliability or due to factors beyond ECL's control. ECL makes no guarantee as to the availability of the App at any time and shall not be

liable for any claims against it from the Subscriber due to the lack of availability of the Service. Nor shall it be held responsible for any loss or inconvenience suffered by the Subscriber due to lack of availability of the Service.

- ECL shall not be liable for any disruption due to the above or for any interruption, suspension or termination of the service necessitated by order of the Government of Ghana or its agents or the NCA, a Network Provider or for any just cause.

3. Prices/Charges

The price (if any) of an App is separate from any additional data download charges which the Subscriber will incur when browsing or downloading Apps. Therefore, in addition to the price of the App (if any), The Subscriber will also be liable for the data download charges (at the rate and on the terms and conditions applicable to The Network Provider) in respect of browsing and downloads (whether successful or not) from the Google Play Store or Apple App store. All prices for Apps **(if any)** will be inclusive of taxes.

- The Subscriber will not be entitled to any refunds in respect of the Apps. Under no circumstances will refund be granted in respect of the download charges.

4. Use of the Service

- The Subscriber is personally responsible for all use of the Service made from Subscriber equipment and shall ensure the protection and integrity of the password at all times.
- The Subscriber shall only use the Apps for lawful and the intended purpose for the App. The Subscriber shall not use the Service/App in a way that infringes on the privacy rights of any other person or with another other person's enjoyment of the services. The Subscriber shall not use the Service/App for any

improper, fraudulent, immoral or unlawful purpose or cause any nuisance by the use of the Services, or infringe upon any intellectual property rights of any third party nor allow others to use the Services for any of the foregoing purposes in a way that may cause degradation of service levels to other customers or put any Network Provider at risk.

- The Subscriber is solely responsible for the activities of any persons whom the Subscriber allows, by any act or omission whether negligent or otherwise, to access the subscriber's account or equipment.
- The Subscriber shall maintain the confidentiality of passwords and other access codes to the Service and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the Service.

5. Liability

- ECL shall under no circumstances accept liability for any direct, indirect or consequential loss, lost profit or damage caused by any use of its services which is illegal or in breach of this Contract.
- The Subscriber shall indemnify ECL against all actions costs, claims, demands, liabilities, expenses, damages or losses of whatever nature suffered or incurred or brought in respect of the Subscriber's acts, omissions, including, but not limited to, defamation or breach of intellectual property rights arising from such acts or omissions and use of the Service.
- To the fullest extent permitted by applicable law, the App is provided to the Subscriber **AS IS** without support or maintenance and ECL disclaims liability for any damages that the App may cause to the Subscriber or any other person (whether through malware or otherwise). ECL does not warrant that the App will meet the subscriber's requirements or that the operation of the App will be uninterrupted or error free. To the extent permitted

by law ECL disclaims and excludes all warranties, representations, conditions and other terms of any kind, expressed or implied and whether arising by statute, common law or otherwise. In any event our maximum liability and sole remedy to the subscriber is a refund of the price of the app at the time of the Subscriber purchase.

- The App may contain hyper-links to third party sites. ECL is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for the Subscriber's convenience and should not be construed as an express or implied endorsement by ECL of the site(s) or the products or services provided therein. The Subscriber accesses those sites and use their products and services solely at the Subscriber's own risk.

6. Jurisdiction

- These terms and conditions will be governed by and construed in accordance with the laws of the Republic of Ghana, and the Subscriber shall submit to the jurisdiction of the Ghanaian Courts.

7. Force Majeure

- ECL shall not be liable if the provision of the service is temporarily interrupted, restricted in whole or in part or it is impossible to access the service as a result of Force Majeure. Force Majeure denotes an event the pernicious effect of which is beyond the reasonable control of any party and it shall include but not be limited to any decision of the GOG or any department of state, acts of God, war, hostilities, act of public enemy, civil commotion, sabotage, fire, flood, earthquake, explosion,

epidemic, strike and lock-out, terrorism, power failure, and virus attack Network Provider failure.

8. Termination of the Service

- To the fullest extent permitted by applicable law, ECL reserves the right to alter, restrict and/or terminate the Apps to the Subscriber in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which the Apps are offered (if any) at any time. Such changes will be posted on ECL or Jommoro website and be deemed to have been accepted by the Subscriber if the subscriber continues using the Apps. The obligation therefore is on the Subscriber to review these terms and conditions at regular intervals.

9. Privacy Statement

- ECL and all its associated companies are committed to respecting the privacy of the Subscriber's personal data. To demonstrate ECL's commitment, ECL has registered with the Data Protection Commission in accordance with the Data Protection Act 2012 (Act 843) in order to communicate its intent to provide effective processes for the appropriate handling of such private information by all its directors, employees and officers and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.
- For the purpose of business communications, administration and transacting, improving the services, creating products or services that may meet the Subscriber's future requirements and/or delivering targeted advertising to The Subscriber within ECL's various current and future ECL web and WAP portals, ECL may

collect and use personal information, which may include (but not be limited to): The subscriber's name, address, telephone number, email and/or account details, location, home language, gender, date of birth, age, handset type, ARPU and type of services the subscriber typically accesses and such other information that may be required or necessary for the purpose herein.

- Please note that ECL cannot be responsible for the privacy policies and practices of other websites the Subscriber may access using links from this AP website. ECL recommends that the Subscriber check the policy of each site the Subscriber visits and that the Subscriber contact that specific organisation if the Subscriber has any concerns or questions. Please be aware that Internet communications are inherently insecure unless they have been encrypted.

10. Disclaimer

- ECL will not collect, store, process, transmit or otherwise handle private information for any other purpose. Monitoring or recording of the Subscriber's activities may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of marketing and improving the Services. In the event of breach of security, it may be used to aid detection. However, in these situations, ECL will not disclose information that could be used to personally identify the Subscriber.
- While ECL aims to ensure that the information on the website is correct, ECL does not guarantee the accuracy and completeness of the material on the Website. ECL may make changes to the material on the Website at any time without notice.

- When you access our Website, we may process certain information you provide automatically. This may include your IP address, browser type, where you visited on the site, how long you stayed there, when you left and where you visited the site from. This data is processed to understand how users use our site, to improve the experience on the Website and, in the event of breach of security, may be used to aid detection.
- App does not store money or payment card details. ECL is not responsible for the determination of interest rates on deposits and treasury bills
- Rates are indicative and subject to change depending on market conditions. ECL is not responsible for the determination of changes of interest rates on deposits and treasury bills.

11. The use of Cookies

- ECL may store some information (commonly known as a "cookie") on the Subscriber's computer when the Subscriber visit the Jommoro website. This enables ECL to recognise the Subscriber during subsequent visits. The type of information gathered is non-personal (such as: the IP address of the subscriber's computer, the date and time of the Subscriber's visit, which pages the Subscriber browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, ECL may also use this data in aggregate form to develop customised services - tailored to the Subscriber's individual interests and needs. Should the Subscriber choose to do so, it is possible (depending on the browser the Subscribers are using), to be prompted before accepting any cookies, or to prevent the Subscriber's browser from accepting any cookies at all. This will however cause certain features of the App's website not to be accessible.

12. General

- These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- Failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.
- ECL reserves the right to amend or modify this terms and conditions at any time and will post the amended or modified terms and conditions on its ECL or Jommoro website.