



WEALTH.NG TERMS AND CONDITIONS

Welcome to Wealth.ng, a one-stop investment platform for your wealth management needs. Before you begin, please take some time to read the important Terms of Use below. We look forward to having you on Wealth.ng.

Terms of Use Agreement

This Terms of Use Agreement, along with the [Trust Deed](#), any exhibits, disclosures, addendums or amendments hereto, as the same may be amended or modified from time to time (collectively, the "Agreement") constitutes an agreement between you ("you", "your", "User" or "Client") and Sankore Securities Limited, and/or its affiliates which sets forth the terms and conditions applicable to your access and use of Wealth.ng via our website located at www.wealth.ng (collectively, the "Platform") and the services that we offer to you through the Platform (each, a "Service"). When you access the Platform, you are agreeing to be bound by the following Terms and Conditions, as well as the Privacy Policy.

The Platform is operated by WealthTech Limited, while Investment Services and other ancillary services are provided by Sankore Securities Limited. For the purposes of these Terms and Conditions, the term "Sankore" refers to Sankore Securities Limited, its affiliates, partners, agents and employees.

Sankore Securities Limited is licenced by the Securities and Exchange Commission to provide fund/portfolio management services, brokerage services and trust services.

Your use of the Platform and/or Services is subject to our [Trust Deed](#) which addresses the way and manner in which your investments are managed and our [Privacy Policy](#) which addresses how we gather, use, disclose and manage your personal information. Please read this Agreement and our Privacy Policy carefully.

By accessing or using the Platform or any Service, you understand and agree that

- a. You represent and warrant to us that you are able to enter into legally binding contracts, and you agree that this Agreement legally binds you in the same manner that a signed, written, paper contract does. You may not use the Platform and/or Services in any manner or attempt to access the Platform and/or any Service if you are not willing to be bound and abide by this Agreement.
- b. We reserve the right to change or modify this Agreement or our Privacy Policy or modify or discontinue any portion of the Services or features and functionality provided through the Platform, from time to time without prior notice to you (except where required by law). If we decide to change this Agreement or our Privacy Policy, we will post such changes on the Platform and such changes will be effective from such change. We reserve the right to modify or temporarily

discontinue your access to the Platform or portion thereof, or any Service, with or without prior notice to you. You agree that we shall not be liable to you or any third party for any modification of the Platform, the Services, this Agreement, or your access to the Platform or Services.

- c. Subject to the terms of this Agreement, Sankore grants you a revocable, non-transferable, non-exclusive limited license to access and use those portions of the Platform and those Services to which you are granted access.

1. Browsers

The Platform supports the two latest versions of the following web browsers: Google Chrome, Microsoft Edge, Firefox, and Safari. Due to the rapidly evolving nature of web technology, we cannot guarantee the functionality of any information offered on the Platform unless viewed in a supported browser.

2. Investment Tools and Model Predictions

Although Sankore carefully evaluates potential returns based on historic performance, Sankore makes no representation regarding the likelihood or probability that any actual or proposed account allocation will in fact achieve a particular investment outcome or goal. Past performance is not a guarantee of future success, and in fact volatility means that returns in any period may be far above or below those of previous period. Some users have investment results that materially differ from those indicated by our investment tools and projections. Investments made on the Platform may lose value. Sankore is unable to predict or forecast market fluctuations or other uncertainties that may affect the value of any investment.

Model predictions are inherently limited in that they do not represent actual trading nor material economic or market factors that might have had an impact on the Platform's advice. Portfolio performance projected are based on the Platform's current recommended portfolios and, for periods that pre-date the issuance of funds in our current recommended portfolios, broad market indexes. While "Ola" provides helpful investing guidance, you must carefully consider the appropriateness of the proposed investments in light of your own personal financial circumstances, including cash flow needs, tax circumstances, or other complex or subjective concerns.

You are urged to use all available resources to educate yourself about investing in general, as well as the investments and the overall composition of your account. Additionally, market conditions and your personal financial circumstances may change – perhaps suddenly or gradually over time. Monitoring and adjusting your account to suit changing circumstances is your responsibility, and it is recommended that you reassess any investing program on a regular basis to ensure that it remains consistent with your current financial resources and investment objectives.

Subject to your subscription preference and the clear directives on the platform, Sankore may at its discretion, whether discretely or commingled with the resources of other persons, invest, convert from one form to another, sell, re-invest and generally manage on your behalf any funds, securities or other assets comprised in or attributable to your account or use of the Platform.

3. Commentary

The Platform contains commentary and links to certain articles only for convenience purposes. Linked articles have been written by third parties not affiliated with Sankore. No information contained in these articles has been endorsed or approved by Sankore, and Sankore is not responsible for the content. No information accessed through these articles constitutes a recommendation by Sankore to buy, sell or hold any security, financial product or instrument discussed therein. You shall be fully responsible for any investment decisions you make, and such decisions will be based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, and liquidity needs.

4. Copyright and Other Intellectual Property

Sankore maintains the Platform and is the owner or the authorized user of all text, images, graphics, photos, animation, music, sounds and other materials contained within the Platform. The materials contained within the Platform, including, without limitation, any copyrights, trademarks, service marks, and all other proprietary materials, are protected by the Nigerian and international copyright laws and treaty provisions, trademarks laws, and other proprietary rights laws. Sankore also owns a copyright in the selection, coordination and arrangement of the material contained within the Platform.

The material contained within the Platform is provided by Sankore only for lawful uses by customers, Sankore employees, and members of the general public. The material may not be copied, republished, incorporated into another website or reproduced (whether by linking, framing, or any other method), transmitted, distributed, uploaded, posted, used to create a derivative work or exploited in any other way without the express written consent of Sankore.

5. Third Party Links

Clicking on certain links within the Platform or certain other websites that are linked to the Website may take you to other websites or may display information on your computer screen from other websites, which may not be maintained by Sankore. Such websites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that may differ from the terms and conditions applicable to the Platform. Links to other Internet services and websites are provided solely for the convenience of users. A link to any service or website is not an endorsement of any kind of the service or website, its content, or its sponsoring organization.

Sankore assumes no responsibility or liability whatsoever for the content, accuracy, reliability or opinions expressed in a website, to which the website is linked (a "linked website") and such linked websites are not monitored, investigated, or checked for accuracy or completeness by Sankore. It is your responsibility to evaluate the accuracy, reliability, timeliness and completeness of any information available on a linked website. All products, services and content obtained from a linked website are provided "**AS IS**" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.

6. Limited Liability

Neither Sankore nor any other party involved in the creation, production or delivery of the information on the Platform, nor the officers, directors, employees or representatives of Sankore, are liable in any way for any indirect, special, punitive, consequential, or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the Platform or the use of the Platform or a linked website or with the delay or inability to use the website or a linked website, whether or not Sankore is made aware of the possibility of such damages. This limitation includes, but is not limited to, the transmission of any viruses, data or harmful code that may affect your equipment or anyone else's equipment, any incompatibility between the Platform's files and your browser, mobile device or other website accessing program, or any failure of any electronic or telephone equipment, communication or connection lines, unauthorized access, theft, operator errors, or any force majeure.

Sankore does not guarantee continuous, uninterrupted or secure access to the Platform or a linked website. The content, accuracy, opinions expressed, and other links provided by linked websites are not investigated, verified, monitored or endorsed by Sankore Holdings. The information, software, products and description of services published on the Platform or a linked website may include inaccuracies or typographical errors, and Sankore specifically disclaims any liability for such inaccuracies or errors. Changes are periodically made to the information on the Platform and linked websites. Sankore may make improvements or changes to the Platform at any time.

7. No Warranties

All products, services and content on the Platform are provided "**AS IS**" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy. Sankore does not endorse and is not responsible for the accuracy or reliability of any information on the Platform. It is your responsibility to evaluate the accuracy, reliability, timeliness and

completeness of any information available on the Platform. Sankore specifically disclaims any duty to update the information on the website.

You agree to indemnify, defend, and hold Sankore harmless from any liability, loss, claim and expense, including attorney's fees related to your violation of these terms of use or the use of the Services and information provided at the Platform.

8. Confidentiality of Information

Sankore has taken reasonable steps to ensure the confidentiality of information provided on the Platform by the user and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

9. Your Registration Information

By signing up on the Platform, you agree and understand that you are responsible for maintaining the confidentiality of your password that, together with your Login ID (your email address), allows you to access the Platform. That Login ID and password, together with any other registration information constitute your "**Registration Information**". You represent and warrant that all required Registration Information you submit is true, accurate, current and complete, and where applicable, that you will update all such Registration Information as necessary to maintain its truth, accuracy and completeness. What constitutes Registration Information is located in the [Privacy Policy](#). You agree that deposits, withdrawals and portfolio allocation on the Platform will not be completed without complete verification of KYC documents and BVN Number.

You agree not to create an account on the Platform if you have been previously removed by us or banned from using the Platform. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. We reserve the right in our sole discretion to suspend or terminate your account and/or refuse any and all current or future use of the Platform.

You are responsible for all activities that occur under your account. You agree to immediately notify us at hello@wealth.ng of any unauthorized use, suspected unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with the above requirements. Your use of the Platform is personal to you and not transferable to any other person or entity.

Sankore relies on information provided by you in order to generate your recommendations and cannot be held responsible for any recommendations based on inaccurate information. You acknowledge that if you provide false or inaccurate information on the Platform, the investment advice provided to you may not match your investment needs. No User should assume that the advice

provided on the Platform serves as a substitute for personalized holistic advice that takes into account all of their current financial circumstances.

10. Choice of Law and Dispute Resolution

All activities on the Platform and these Terms and Conditions are governed by the laws of the Federal Republic of Nigeria excluding provisions on conflict and choice of laws. You agree that all disputes arising from the use of the Platform will be resolved by way of binding arbitration. The Lagos State Multi-Door Courthouse will have exclusive jurisdiction to hear and determine any claims or disputes between you and Sankore, pertaining directly or indirectly to these Terms and Conditions, or to any matter arising from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the Platform or the Services offered by Sankore. You and Sankore each agree to submit to arbitration under Nigerian Law.

11. Website Content and Material

The information and materials contained on the Platform, including but not limited to these Terms and Conditions and any product information, are subject to change without notice. You are deemed to be apprised of and bound by any such changes. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by us.

12. Waiver and Severability

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13. Access and Interference

You agree not to engage in any of the following:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform or any portion of the Platform, without Sankore's express written consent, which may be withheld in Sankore's sole discretion.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform.

- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Platform.

14. Secured Areas

Access to and use of password protected and/or secure areas of the Platform is restricted to authorized users only. Unauthorized persons attempting to access these areas of the Platform may be subject to prosecution.

15. Telephone Call Monitoring and Recording

Authorized employees or agents of Sankore may monitor and record all or portions of your telephone calls to Sankore for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

16. Electronic Communications

The Platform requests for your e-mail addresses so that you may communicate electronically by sending an e-mail message to Sankore. All e-mail sent to and from Sankore will be received or otherwise recorded by the Sankore corporate e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Platform may involve the electronic transmission, to any e-mail address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information. It is your responsibility to update or change your e-mail address, as appropriate. You acknowledge and agree that all communications sent to you at your email address on record will be treated as if they were delivered to you personally, whether or not you receive them.

In particular, you hereby consent to WealthTech sending Whatsapp messages to your Phone Number registered on the Platform in order to engage with you and keep you informed of your activity on the Platform All Whatsapp messages and e-mail sent to and from WealthTech will be received or otherwise recorded by the WealthTech corporate e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. You agree not to use phone number and e-mail to transmit any confidential personal information. It is your responsibility to update or change your phone number and e-mail address, as appropriate. You acknowledge and agree that all communications sent to you at your phone number and email address on record

will be treated as if they were delivered to you personally, whether or not you receive them.

17. Section Headings

Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

18. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

19. Entire Agreement

The Agreement, including the separate Privacy Policy and any other documents referred to herein, represents the entire understanding between both you and Sankore regarding the Services and the subject matter hereof and supersedes any prior statements or representations. In the event of a conflict between the terms of this Agreement and the terms of an exhibit, amendment, schedule, addendum or disclosure, the terms of the exhibit, amendment, schedule, addendum or disclosure shall prevail but, solely as to the subject matter herein.