

TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

1. Introduction

Hedge Collective Limited (the “Hedge” “Company” “We”) is registered with the Lagos State Ministry of Commerce, Industry and Cooperatives as a cooperative society. The Company provides a platform which serves as a tool for managing the investments of the cooperative members and listing investment opportunities for the members of the cooperative (the “Services”).

General Terms

- a. These Terms and Conditions (“Terms”) govern the use of the Services provided through the [website url] and the [App Name] (collectively the “Platform”) operated by Hedge by you (the “Investor” or “User”). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using the Platform.
- b. Your access and use of the Services provided by the Company through the Platform constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and the Company. If you do not agree to these Terms, you may not access or use the Platform. These Terms expressly supersede prior agreements or arrangements with you. The Company may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Platform and the Services or any portion thereof, at any time for any reason.
- c. The Company may amend the Terms related to the use of the Platform and provision of the Services from time to time. Amendments will be effective upon the Company’s posting of such updated Terms or the amended policies or supplemental terms on the Services on the Platform. Your continued access or use of the Platform after such posting constitutes your consent to be bound by the Terms, as amended.

1.1 Definition

For the purposes of this User Terms & Conditions, unless the context requires otherwise:

1.1.1. **Account** means your account on the Platform;

1.1.2. **Credentials** means your personal credentials used to access the Platform and operate your Account;

- 1.1.3. **Electronic Payment Service** means the payment service delivered by a licensed payment service provider, which we may from time to time appoint, in accordance with the laws and regulations of the Federal Republic of Nigeria;
- 1.1.4. **Electronic Payment System** means the facility operated by the Payment System Provider for the provision of the Electronic Payment Service;
- 1.1.5. **Equipment** includes your mobile phone handset and/or other equipment which enables you to access the Network and is a supported device for the purposes of the Platform;
- 1.1.6. **Force Majeure** means events, circumstances or causes beyond the reasonable control of Hedge, making Hedge's performance of its obligations inadvisable, commercially impracticable, illegal, or impossible, including but not limited to acts of God, war, pandemics, lockdowns, strikes or labour disputes, embargoes or government orders;
- 1.1.7. **Nigeria** means the Federal Republic of Nigeria;
- 1.1.8. **Mobile Network Operator** means a licensed mobile network operator in Nigeria;
- 1.1.9. **Network** means a mobile cellular network operated by a Mobile Network Operator;
- 1.1.10. **Services** shall include any form of business services or products that the Company may offer you pursuant to this User Terms & Conditions and which you may from time to time subscribe to; and "Service" shall be construed accordingly;
- 1.1.11. **System** means the Company's mobile and electronic communications software enabling you to communicate with the Company for purposes of the Services. The System and the Services will for the purpose of this User Terms & Conditions be accessed through the Platform;

2. Investment Opportunity and Risks

- a. The Company offers investment opportunities in real estate properties through the Platform. The Company will act as the investment manager, making investment decisions on your behalf.

- b. The Company reserves the right to change the investment strategy or properties without prior notice but will endeavour to inform you of such changes in a timely manner.
- c. You acknowledge that investing in the Services involves inherent risks, including but not limited to market fluctuations, property value changes, and economic conditions.
- d. The Company recommends that you seek independent financial and legal advice before making any investment decisions through the Platform.
- e. You acknowledge that past performance is not indicative of future results. The Company makes no guarantees regarding the performance or profitability of any investments made through the Platform.

3. Investment Returns and Profits

- a. Returns on investments in the Service made through the Platform will vary depending on market conditions, property performance, and other factors.
- b. The Company will provide periodic updates on the performance of investments through the Platform.

4. User Responsibility

- a. The Services are not available for use by persons under the age of 18. You may not authorise/allow third parties and/or persons under the age of 18 to access the Services provided by the Company unless they are operated under your account. In any case, the Company shall not be responsible to, or for, such persons.
- b. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no fraud, money laundering or theft).
- c. You are responsible for ensuring the accuracy and completeness of the information provided through the Platform.
- d. You agree to use the Platform in compliance with all applicable laws and regulations.
- e. **Restriction from Sharing the Platform:** You agree not to share access to the Platform with members of the public or individuals who are not authorised users of the Platform. You agree not to make any referral to a third party without prior consent from the Company. Sharing access to the Platform with unauthorized individuals may result in termination of your account and legal action by the Company.

5. Limitation of Liability

- I. While the Company strives to take all prerequisite research and assessment with respect to its investment activities to procure optimal returns and excellent service and products, there are certain limitations to its liability. The Company will not be held liable for any indirect, consequential, or incidental damages arising

from the Investor's use of its Services offered on the Platform. This includes but is not limited to any financial losses.

- II. The Company shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of the failure of any of your Equipment, or any other circumstances whatsoever not within the Company's control including, without limitation, Force Majeure or error, interruption, delay or non-availability of the System or Network, terrorist or any enemy action, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- III. You acknowledge that the Platform has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Platform as described meet your requirements. We only provide the Services on the Platform for the domestic, private use, and managing the operation of the cooperative, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity as a result of your use of the Platform or the Services.,
- IV. Hedge will not be liable for any losses or damage suffered by you as a result of or in connection with:
 - a) any loss of profit (whether incurred directly or indirectly) suffered by you;
 - b) any loss of goodwill or reputation suffered by you;
 - c) any loss of opportunity suffered by you;
 - d) any loss of data suffered by you;
 - e) any indirect or consequential losses which may be incurred by you;
 - f) any loss or damage which may be incurred by you as a result of the following:
 - o any modification or amendment to the Services or temporary cessation in the provision of the Services (or any functions of the Services) according to the terms of this User Terms & Conditions;
 - o your failure to provide us with accurate information including personal information and account; or
 - o your failure to keep your password or account details safe and confidential.
 - g) any defect or fault in the Platform or any Service resulting from you having altered or modified the Platform;

- h) failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, or the Electronic Payment System; the money in your Account being subject to investigations, lien, legal process, or other encumbrance restricting payments or transfers thereof; your failure to give proper or complete instructions for payments or transfers relating to your Account; or
 - i) any fraudulent or illegal use of the Services, the System and/or your Equipment.
- V. **Third-Party Liability:** The Company may collaborate with external partners, such as real estate firms, land development companies, etc. In such cases, the Company will not be held liable for any actions, errors, or omissions of these third-party entities. The Company will make reasonable efforts to ensure the reliability of the investment information shared by its partners but will not be responsible for any inaccuracy in the information provided.
- VI. The Company will make every effort to keep the safety and stability of the Services, however, **you understand that the Company is not able to foresee or prevent all technical risks and other risks, including but not limited to service interruption, unavailability for normal use and other similar situation caused by Force Majeure, virus, trojans, hacking, system instability, defects of third-party services, third-party websites, and other reasons.** You need to configure your devices, network, programs, and other settings to access and use the Services. You shall use your own virus protection software for your devices.
- VII. Our liability of any indemnification for losses shall be limited to the amount paid by you to Hedge within the last 12 months.\
- VIII. **These limitations on our liability to you shall apply whether or not you have been advised of or should have been aware of the possibility of any such losses arising.**
- IX. Where we receive a complaint, which reports a fund mismanagement or dividend payments issue or any issue, we will endeavour to promptly resolve such issue or, where applicable, make a formal complaint to the Nigeria Police Force (“NPF”) and shall cooperate with the NPF in ensuring that the allegations contained in our complaint are diligently investigated.
- X. The Company shall not be responsible for any indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data related to, in connection with, or otherwise resulting from any use of the Services.

6. Privacy and Data Protection

- a. Our collection and use of personal information in connection with the use of the Platform and the Services is as provided in the Company's privacy policy.
- b. The Company shall have the right to add the personal data of individual Investors to the Company's database and to forward the personal data to potential investment partners and network in accordance with the Company's privacy policy.
- c. The Company shall be entitled to transfer the database of personal data to third parties without prior notification to the Investor. In case of a transfer of the business or the database, the rights and conditions arising from this agreement shall be transferred as well.
- d. The Company acknowledges the importance of protecting Investors' privacy and data. They agree to handle Investor information in compliance with applicable data protection laws and regulations. The Company shall not disclose or misuse personal data obtained through the Platform and shall implement necessary measures to safeguard personal information.

7. Record-Keeping and Documentation:

The Company agrees to maintain accurate and complete records of its investment operations, including financial records, invoices, receipts, and any other necessary documentation as required by applicable laws and regulations. The Company shall retain these records for the specified period mandated by the authorities.

8. Compliance with Laws and Regulations

The Company agrees to comply with all applicable local, regional, and national laws, regulations, and licensing requirements related to real estate investments and any other relevant regulations. This includes obtaining and maintaining all necessary permits, licenses, certifications, and approvals required by the authorities.

9. Intellectual Property

- a. **Ownership of Content:** All content, including but not limited to text, images, graphics, logos, trademarks, and other materials featured on the Platform, are the intellectual property of the Company or its licensors. The content is protected by copyright laws and other intellectual property rights. Investors are prohibited from using, reproducing, modifying, or distributing any of the content for non-personal and commercial purposes without prior written permission from the Company.
- b. **Trademarks and Logos:** The Company and its associated logos are registered trademarks owned by the Company. These trademarks may not be used in connection with any product or service that is not provided by the Company, or in any manner that may cause confusion among Investors or dilute the distinctiveness of the brand.

- c. **User-Generated Content:** The Company may allow Investors to submit reviews, comments, photos, or other user-generated content related to their experiences with the Company's products and services. By submitting such content, Investors grant the Company a non-exclusive, royalty-free, worldwide, perpetual license to use, display, reproduce, modify, and distribute the content for promotional and investment marketing purposes.
- d. **Copyright Infringement:** The Company respects the intellectual property rights of others and expects its Investors and users to do the same. If the Investors believe that their copyrighted works have been used without authorisation on the Platform, they are encouraged to notify the Company and provide the necessary information to substantiate their claims. The Company has procedures in place to address intellectual property infringement concerns. The Company will promptly investigate and take appropriate actions to address any valid copyright concerns such as taking down such copyrighted work from the Platform. The Investor agrees that there shall be no liability to the Company in these instances.

The Investor acknowledges that the intellectual property accessed by the Investor from the use of the Service belongs to the Company and/or its licensors, and this agreement does not constitute a transfer or licence to use the Company's intellectual property without the Company's express consent.

10. Payment for Services

- a. The Company shall be entitled to charge a percentage fee from the net profit generated by the investments made through the Platform ("Service Fee").
- b. The fee percentage and calculation method shall be outlined in the investment agreements or disclosures provided to Investors prior to making any investment commitments.
- c. The Company reserves the right to amend the Service Fee structure upon providing reasonable notice to Investors based on the nature of the investment.
- d. The Service Fee shall be deducted directly from the net profit before distribution to Investors.
- e. By using the Platform and participating in investment opportunities offered by the Company, Investors acknowledge and agree to the fee structure as outlined herein and in the applicable investment documentation.
- f. All Service Fee charges are due and payable immediately before dividend payments. The Company shall not charge this Service Fee where there are no dividends or positive return on investment.

11. Governing Law and Jurisdiction

- i. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its

conflict of laws principles. Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Nigeria.

- ii. **Jurisdiction:** The parties agree that any legal action, suit, or proceeding arising out of or relating to this agreement shall be filed and conducted solely in the courts of Nigeria. The parties hereby submit to the personal jurisdiction of such courts and waive any objection based on forum non-conveniens or any other basis.
- iii. **Applicable Laws:** The Company agrees to comply with all applicable laws, regulations, and legal requirements of Nigeria in connection with their participation in selected investment activity. This includes, but is not limited to, compliance with local investment laws, tax regulations, and all relevant laws of Nigeria.
- iv. **Dispute Resolution:** In the event of any dispute or disagreement arising out of or relating to this agreement, the parties shall attempt to resolve the matter amicably through good faith negotiations. The Investor hereby agrees that any claim, dispute or controversy regarding the use of the Platform and our Services shall be subject to the jurisdiction of the court.
- v. **Severability:** If any provision of this agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the extent permitted by law. The parties shall make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the agreement.
- vi. **Entire Agreement:** This agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. Any modifications or amendments to this agreement must be made in writing and signed by both parties.
- vii. **Contact Us.** Should you have any questions, please contact us at support@hedgebuck.com.