

Phundit Terms of Use

Effective Date: September 2024

1. Acceptance of Terms

1.1 Welcome to Phundit

These Terms of Use (“Terms”), together with our Privacy Policy, govern your access to and use of the Phundit website and mobile application, collectively referred to as the “Platform.” By accessing, browsing, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations.

1.2 Platform Ownership and Agreement to Terms

Phundit is owned and operated by **Phundit LTD**. These Terms form a legally binding agreement between you and Phundit LTD, and by using the Platform, you represent that you have the legal capacity to enter into this agreement.

1.3 Revisions to Terms

We reserve the right to revise and update these Terms at any time without prior notice. Your continued use of the Platform after such changes indicates your acceptance of those changes. Please review these Terms regularly to stay informed.

1.4 Electronic Communications

By using the Platform or sending emails to us, you are communicating with us electronically. You consent to receive communications from us electronically—such as emails, texts, or notices on the Platform—and agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

2. Definitions

- **“User,” “you,” and “your”** refer to you, the individual or entity accessing the Platform.
- **“Phundit,” “we,” “us,” and “our”** refer to Phundit LTD and its affiliates, subsidiaries, and parent companies.
- **“Platform”** refers to the Phundit website, mobile application, and all associated services, software, or apps provided by us.
- **“Content”** means all materials displayed or performed on the Platform, including text, graphics, articles, software, images, videos, and audio clips.
- **“Services”** encompasses all offerings by Phundit through the Platform, including financial tools, resources, and customer support.
- **“Black Star Advisors”** (or “BSA”) is an SEC-licensed fund manager in Ghana that partners with Phundit to offer certain investment products through the Platform.
- **“Zoe”** refers to Phundit’s AI assistant, which provides user support, general information, and other automated responses within the Platform.

These definitions apply throughout the Terms. Section headings are for convenience only and do not affect interpretation.

3. Description of Service

3.1 Overview of Phundit

Phundit is an innovative digital platform dedicated to helping individuals manage their finances, learn about investment opportunities, and set personal financial goals. Through interactive tools, educational content, and strategic partnerships, Phundit aims to empower users to take control of their financial future.

3.2 Service Offerings

1. Financial Planning Tools

- Interactive calculators and goal-tracking features to help users develop personalized saving and investment strategies.

2. Investment Services (in Partnership with Black Star Advisors)

- Through our collaboration with Black Star Advisors (“BSA”), Phundit provides access to certain mutual funds, including the Fixed Income Alpha Plus (FIAP) Fund and other offerings from BSA.
- BSA is licensed by the Securities and Exchange Commission (SEC) of Ghana to provide investment services.
- Phundit does **not** bear the investment risk or make final fund-management decisions; BSA is responsible for managing and operating the funds.
- **Important:** All investment-related services are governed by BSA’s regulatory status and product-specific terms. Phundit merely facilitates user access to these services within the Platform.

3. Educational Resources

- Tutorials, webinars, and articles on financial literacy and personal finance management.
- These materials are intended for educational purposes only and should not be construed as personalized financial advice.

4. Rewards Program

- Phundit features a rewards system allowing users to earn points by engaging in activities within the app.
- Points may be redeemed for rewards, subject to availability and additional program terms.

3.3 Accessibility and User Responsibility

- The Platform is accessible via our website and mobile application.
- Users are responsible for obtaining and maintaining the devices, internet access, and any associated fees necessary to use the Platform.

- Phundit is not liable for any inability to access the Platform caused by factors outside our control (e.g., service provider outages).

3.4 Modifications to Service

We reserve the right to modify or discontinue, temporarily or permanently, any aspect of the Platform without prior notice. Phundit is not liable for any resulting inconvenience or loss.

3.5 No Guarantees of Service Availability

While we aim to maintain continuous service, we do not guarantee that the Platform will be available at all times. Downtime may occur for scheduled maintenance or unforeseen outages.

3.6 Usage Limitations

Use of certain features or services may be subject to specific limitations, which we will communicate to you within the Platform or via support channels.

4. Eligibility

4.1 General Requirements

To use the Platform, you must:

- Be at least eighteen (18) years of age (or the legal age of majority in your jurisdiction).
- Not have been previously suspended or removed from the Platform.
- Comply with all applicable laws, regulations, and these Terms.

4.2 User Representations

By using the Platform, you represent and warrant that:

- All information you provide during registration is truthful and accurate.
- You will maintain the accuracy of such information.
- Your use of the Platform does not violate any applicable law or regulation.

4.3 Account Responsibilities

- You are responsible for maintaining the confidentiality of your account credentials.
- Phundit is not liable for any unauthorized activity on your account resulting from your failure to safeguard your credentials.

4.4 Prohibited Users

The Platform is not available to individuals or entities prohibited by law or regulation from using the services offered by Phundit.

5. Account Registration and Security

5.1 Account Creation

To access certain features (including investment-related features with Black Star Advisors), you must create an account. You agree to provide accurate, current, and complete information.

5.2 Account Accuracy

We reserve the right to suspend or terminate your account if the information you provide is found to be inaccurate, outdated, or incomplete.

5.3 Security of Your Account

You are responsible for safeguarding your password and any actions under your account. Notify Phundit immediately of any breach or unauthorized use.

5.4 Responsibility for Activities

You are solely responsible for all activities that occur under your account, regardless of whether you have authorized them. Phundit is not liable for losses resulting from unauthorized use of your account.

5.5 Account Sharing

Do not share your account credentials with others. You remain responsible for all activity on your account.

6. User Conduct

6.1 Acceptable Use Policy

Use the Platform only for lawful purposes. Do not infringe or restrict others' use and enjoyment of the Platform.

6.2 Prohibited Activities

You are prohibited from:

- Using the Platform for illegal activities.
- Disrupting or interfering with the Platform or associated servers/networks.
- Reverse-engineering or attempting to extract source code.
- Uploading malware, viruses, or any destructive code.
- Sending unsolicited messages or engaging in unauthorized framing/linking.
- Violating any intellectual property or other rights.

6.3 Content Standards

You are responsible for all Content you upload or post. You must ensure you have the rights to any material you contribute.

6.4 User Contributions

By posting Content, you grant Phundit a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, adapt, and display your Content in any media worldwide. You also grant Phundit the right to use your submitted name in connection with such Content.

6.5 Enforcement

Phundit may remove or refuse to post any Content, disclose user information to authorities, and suspend or terminate accounts that violate these Terms.

6.6 Your Responsibilities

- Ensure accuracy of all information you provide.
- Maintain confidentiality of your login credentials.
- Treat other users with respect and refrain from harassment or abuse.
- Comply with local, national, and international laws governing your use of the Platform.

7. Intellectual Property

7.1 Ownership of Content and Services

All materials on the Platform are owned by Phundit, its affiliates, or its licensors and are protected by intellectual property laws. Unauthorized use is prohibited.

7.2 User Licenses

Phundit grants you a limited, non-exclusive, non-transferable license to access and use the Platform for personal, non-commercial purposes. Any resale, duplication, or exploitation of the Platform's materials without written consent is strictly prohibited.

7.3 User Contributions

Content you submit grants Phundit a worldwide, perpetual, irrevocable license to use, reproduce, and distribute that Content. You represent and warrant that you have the right to grant such a license.

7.4 Copyright Complaints and Copyright Agent

If you believe your work has been infringed, please provide a written notice to our designated Copyright Agent with the following details:

- Identification of the copyrighted work and location on the Platform.
- Your contact information.
- A statement of good-faith belief that the disputed use is not authorized.
- A statement under penalty of perjury that the information is accurate and you are authorized to act on behalf of the copyright owner.

8. Third-Party Services

8.1 Access to Third-Party Services (Including Black Star Advisors)

Phundit may link to or integrate services provided by third parties, such as Black Star Advisors for mutual fund offerings. These services operate independently under their own terms and conditions.

8.2 Interaction with Third Parties

Your engagement with any third-party services, including BSA's mutual fund products, is solely between you and that third party. Phundit does not bear responsibility for those transactions or any disputes arising therefrom.

8.3 No Endorsement

Links or references to third-party entities, including BSA, do not constitute an endorsement or recommendation by Phundit. Use third-party services at your own risk.

8.4 Third-Party Content

Phundit is not responsible for the accuracy or reliability of content provided by third parties. Any reliance on such content is at your own risk.

8.5 Transactions with Third Parties

All transactions or dealings with third parties, including Black Star Advisors, are between you and the relevant third party. Phundit disclaims liability for any loss or damage arising from these interactions.

9. Relationship with Black Star Advisors

9.1 Nature of the Partnership

- **Black Star Advisors** (BSA) is a licensed fund manager by the Securities and Exchange Commission (SEC) of Ghana.
- **Phundit** provides a digital interface allowing users to access BSA's investment products (e.g., Fixed Income Alpha Plus Fund).
- Phundit does not hold a fund management license and does not bear investment risk; BSA is responsible for all investment decisions and bears all related risk.

9.2 Advertising and Marketing

- Any marketing or promotional material about BSA's investment products on the Platform is subject to BSA's review and approval.
- Phundit does not independently offer investment advice; all fund-related recommendations or disclosures originate from BSA or are educational in nature.

9.3 User Acknowledgment

By choosing to invest in any mutual fund or product managed by BSA through the Phundit Platform, you acknowledge that:

- You are entering into an investment relationship with BSA, subject to BSA's terms and prospectus.
- Phundit's role is limited to providing access and technical support; it does not manage or guarantee returns.

9.4 Disclaimer of Liability

Phundit is not responsible for the performance of any fund or investment offered by BSA. Any losses or gains from such investments are borne by the user and/or BSA, as per their separate agreement.

10. Termination

10.1 Termination by Phundit

We reserve the right to suspend or terminate your account immediately, without prior notice or liability, if you breach these Terms or for any other reason at our sole discretion.

10.2 User-Initiated Termination

You may terminate your account at any time by accessing the settings and deleting your account. Upon termination, you will lose access to your account and related data, though some information may be retained for legal or business reasons.

10.3 Effect of Termination

- All rights granted to you under these Terms will cease immediately.
- You must stop using the Platform and delete any copies of its materials in your possession.
- Termination does not relieve you of any obligations to pay accrued fees or amounts.
- Phundit may retain and continue to use any information you previously provided, subject to our Privacy Policy.

10.4 Survival

All provisions of these Terms that should survive termination (e.g., intellectual property rights, warranties, indemnities, and liability limitations) will remain in effect.

11. Changes to Terms

11.1 Right to Modify Terms

Phundit may modify these Terms at any time. Material changes will be announced at least 30 days in advance.

11.2 Notice of Changes

We will communicate changes through the Platform or other appropriate channels. The date of the last update is noted at the top of these Terms.

11.3 User's Responsibility to Stay Informed

Your continued use of the Platform after modifications are posted indicates acceptance of the updated Terms.

11.4 Agreement to Changes

If you do not agree to the revised Terms, you must discontinue use of the Platform.

12. Zoe (AI Assistant) and Data Usage

12.1 Nature of Zoe

Zoe is Phundit's AI assistant designed to answer user queries, provide general information about financial products (including BSA's offerings), and facilitate user navigation of the Platform.

12.2 No Personalized Investment Advice

While Zoe may offer general educational content or references to third-party funds, it does **not** provide personalized investment advice. You should consult a licensed financial advisor or the official fund manager (BSA) for tailored guidance.

12.3 Data Usage for AI

- **No Automatic Training on User Data:** Phundit does not use your personal data to train Zoe or any other AI models unless you explicitly opt in.
- **Potential Future Opt-In:** We may offer an option for users to share anonymized data to improve Zoe's responses, but this will not be used for raw model training.
- **Confidentiality:** Any user data processed by Zoe is handled according to Phundit's Privacy Policy and Ghanaian data protection laws.

12.4 Limitations of AI Responses

Zoe's outputs are based on programmed knowledge and available references. Phundit is not liable for any errors or omissions in Zoe's responses. Always verify critical financial decisions with a qualified professional or directly with Black Star Advisors.

13. General Legal Provisions

13.1 Governing Law

These Terms are governed by the laws of Ghana, without regard to conflict-of-law principles.

13.2 Dispute Resolution

Any dispute arising from these Terms or the use of the Platform shall be resolved via binding arbitration in Accra, Ghana, in accordance with Ghanaian law. The arbitration proceedings will be in English, and the arbitral award may be enforced in any court of competent jurisdiction.

13.3 Limitations on Claims

Any claim arising out of or relating to these Terms must be brought within one (1) year of its occurrence, or be forever barred.

13.4 Indemnification

You agree to indemnify and hold harmless Phundit, its officers, directors, employees, agents, licensors, and suppliers from any claims, actions, or demands resulting from your violation of these Terms or misuse of the Platform.

13.5 Entire Agreement

These Terms and our Privacy Policy constitute the entire agreement between you and Phundit regarding the Platform, superseding any prior agreements or understandings.

13.6 Feedback and Contact Information

We welcome feedback, comments, and suggestions. Contact us at support@phundit.app for any inquiries or to report issues.

By using the Phundit Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and our Privacy Policy.

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