

JOSTPAY LIMITED TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS

1.1 This Agreement is entered into by and these Terms & Conditions (herein after referred to as the "Agreement") shall regulate the relationship between JostPay Limited, herein referred to as "the Company" and the user or the natural entity herein referred to as the "User" of www.jostpay.com herein referred to as the "Website"/ "JostPay".

1.2 By accepting this Agreement, the User agrees and irrevocably accepts the terms and conditions contained in this agreement, as well as other documents and information published on the website, without limitation to the privacy policy, payment policy, withdrawal and refund policy, third party access and Anti-Money Laundering policy. The User accepts this Agreement by registering an account on the website and depositing funds. By accepting the agreement, the client enters into a legal and binding agreement with the company.

1.3 The User hereby accepts that each and any operation, activity, transaction, order and/ or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the website shall be governed by and/or must be executed in accordance to, terms and conditions of this Agreement and other documentation/information on the Website.

2. CHANGED TERMS

2.1 JostPay Limited shall have the right at any time to change or modify the terms and conditions applicable to User's use of JostPay, or any part thereof, or to impose new

conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to posting on JostPay, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of JostPay by user after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

3.1 JostPay Limited provides User with access to a variety of services ranging for buying and selling of crptocurrencies such as Bitcoin, litecoin, bitcoin cash, perfectmoney and ethereum via our marketplace, sending and receiving cryptocurrencies such as Bitcoin, litecoin, Bitcoin Cash, perfect money and ethereum. API services to receive payment channels.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

4.1 If any of the services requires User to open an account, user must complete the registration process by providing JostPay Limited with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user

name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify JostPay Limited immediately of any unauthorized use of User's account or any other breach of security. JostPay Limited will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by JostPay Limited or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of account holder.

5. SERVICES OF THE COMPANY

- 5.1 Services provided by JostPay Limited to the user through the website, including without limitation buying and selling of e-currencies.**
- 5.2 The company shall facilitate the execution of trade activities/orders and/or transactions of the User but the User hereby acknowledges and accepts that the company shall not at any time provide any trust or advisory services to the User.**
- 5.3 JostPay Limited shall process all transactions/operations of the client in accordance to the terms**

and conditions of this Agreement and on an execution-only basis. The company shall not manage the User's Account nor advise the user in any way.

- 5.4 JostPay Limited shall not be financially liable for any operations conducted by the User through the Account or on the website.**
- 5.5 Each User shall be only authorized user of the company's services and of the corresponding Account. The User is granted an exclusive and non-assignable right to the use of and to access the Account and it is his/her responsibility to ensure that no other third party, including, without limitation, to any next of kin and/or to members of his/her immediate family, shall gain access to and/or trade through the Account assigned to her/him.**
- 5.6 The User shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the User. So long as any order are submitted through the Account of a User, the Company shall not be under any obligation to investigate further into the matter. The Company shall not be liable to and/or does not maintain any legal relations with, any third party other than the User.**
- 5.7 If the User acts on behalf of any third party and/or on behalf of any third party's name, the**

Company shall not accept this person as a User and shall not be liable before this person regardless if such person was identified or not.

5.8 The User understands and agrees that the Company may from time to time utilize a third party to render services offered by the Company to the User. Also the Company at such instance will from time to time utilize it sole discretion by holding the user's funds and the third party profits until such service/ transaction is completed to avoid fraud.

6. USER CONDUCT

6.1 User shall use JostPay for lawful purposes only. User shall not post or transmit through JostPay any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without JostPay Limited's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in JostPay's discretion restricts or inhibits any other User from using or enjoying JostPay will not be permitted. User shall not use JostPay to advertise or perform any

commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with JostPay Limited.

6.2 JostPay contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, videos, graphics and entire contents of JostPay are copyrighted as a collective work under the Nigerian Copyright laws. JostPay Limited owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any exploit, any of the content, in whole or in part.

6.3 User shall not upload, post of otherwise make available on JostPay any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from such a submission. By submitting materials to any public area of JostPay, User automatically grants, or warrants that the owner of such material has expressly granted JostPay Limited the irrevocable, non-exclusive right and license use, store, adapt and publish such information if required by court order.

7. DOCUMENTS AVAILABLE ON THE WEBSITE

7.1 In no event shall JostPay Limited or its respective Partners be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with use or performance of software, documents, provision of or failure to provide services, or information available from the services.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

8.1 User expressly agrees that use of JostPay is at user's sole risk. Neither JostPay Limited, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that JostPay will be uninterrupted or error free; nor do they make any warranty as to the accuracy, reliability or content of any information, service, or merchandise provided through Jost Pay Limited.

8.2 This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or

unauthorized access to, alteration of or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, user specifically acknowledges that JostPay Limited is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with user.

8.3 In no event will Jostpay limited, or any person or entity involved in creating, producing, or promoting Jostpay or the company software be liable for any damages including without limitation, direct, indirect, incidental, special, and consequential or punitive damages arising out of the use of or inability to use Jostpay. User hereby acknowledges that he provisions of this section shall apply to all content on the site.

8.4 In addition to the terms of this Agreement, neither Jostpay limited nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of the information contained within JostPay, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third party claims or losses of any nature, including, but not limited to, lost

profits, punitive or consequential damages.

8.5 JostPay Limited shall be not liable for any loss of opportunity as a result of which the value of the financial instruments of the client could have been increased or for any decrease in the value of the financial instruments of the User, regardless of the cause, unless such loss is directly due to gross negligence. Willful default or fraud on the part of the company.

8.6 JostPay Limited shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the company.

8.7 JostPay Limited shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or third party which acts on behalf of the user or with or through whom transactions on behalf of the user are carried out.

9. MONITORING

9.1 JostPay Limited, shall have the right, but not the obligation, to monitor the content of JostPay, including accounts to determine compliance with this agreement and any operating rules established by JostPay Limited and to satisfy any law, regulation or authorized government

request. JostPay Limited shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on JostPay without limiting the foregoing, JostPay Limited shall have the right to remove any material that JostPay Limited, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

10. CRYPTOCURRENCY FLUCTUATION

10.1 Jostpay Limited shall not be liable for any loss or damages suffered by the User in the sudden change (decrease or increase) in the value of cryptocurrency purchased or sold on the site.

11. RISK STATEMENT

11.1 The User hereby confirms to have read, understood and hereby accepts the risk statement relating to the use of services on the website, as the same is available electronically via the website.

11.2 By accepting this agreement the User accepts that the client has read and understood the information contained in this Agreement and the Company's general description of the nature and risk of different financial instruments and/or service(s) which can be found in our Risk Disclosure.

12. INDEMNIFICATION

12.1 the User agrees to defend, indemnify and hold harmless JostPay Limited, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of JostPay Limited by the User or User's Account.

13. PERSONAL DATA

13.1 by accepting the terms and conditions of this Agreement, the user irrevocably consents to the collection and processing of his /her personal data/ information by the company without the use of automatic controls, as the same are provided by him/her to the company. The term personal data for the purposes of this Agreement shall mean: the Name, Surname, Address, Phone number, E-mail, IP address, of the User and User's bank details.

13.2 The User shall be obliged to provide correct, accurate and complete personal data/information as requested by the company.

13.3 The purpose of collecting and processing the personal data is to comply with applicable regulating legislation requirements, including without limitation to anti- money laundering regulations, as well as for any and all purposes in relation to this Agreement, including without limitation to enable the company to discharge its obligations towards the user.

13.4 The User acknowledges and consents to that, for the purposes described at the section directly above, the company shall be entitled to collect, record, systematize, accumulate, store, adjust, (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or perform any actions according to the current regulating legislation.

13.5 The User accepts and consents to the Company storing, maintaining and processing his/her personal data in the manner as described in this Agreement during the term of the Agreement and for 5 years following any termination of the Agreement.

13.6 The User hereby acknowledges, accepts, agrees and consents to the disclosure of personal data by the company to third parties and their representatives, solely for the purposes of the Agreement, including without limitation in order to facilitate processing/execution of the user's orders/operations, provided that at all times (i) the amount of personal data to be disclosed to any such third party is proportionate and/or limited solely to facilitate to the actions as described above, and (ii) the company shall ensure that such party shall treat the personal data

in accordance to applicable laws and regulations.

13.7 JostPay Limited shall not be entitled to make available the personal data in public and/or disclose such personal data for any other purposes, subject to disclosure required under applicable laws and regulations.

13.8 During processing of personal data, the company shall take necessary legal, organizational and technical measures to protect such personal data from unauthorized or accidental access, destruction, change, blocking, copying, provision, and dissemination as well as from other illegal actions.

14. GOVERNING LAW

14.1 The terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation and/or disputes, shall be governed by the laws of the Federal Republic of Nigeria.

14.2 JostPay Limited and the Users irrevocably submit to the jurisdiction of the courts of the Federal Republic of Nigeria.

14.3 JostPay Limited shall be entitled to use the interpreter's services during the court trial in case of dealing with disputable situation according to the legislation of the Federal Republic of Nigeria.

15. DURATION AND TERMINATION OF THE AGREEMENT

15.1 The Agreement herein shall be concluded for an indefinite term.

15.2 The Agreement herein shall come into force when the client accepts the Agreement and makes an advance payment to the company.

15.3 The Agreement may be terminated in any of the following circumstances:

A. Each party shall be entitled to terminate this Agreement at any time. During the 5 day period access will be granted to the User to withdraw any remaining balance or in the case of an unsatisfied user, 5 days will be given for refund of monies paid.

B. Jostpay limited shall be entitled to terminate this agreement, block the User's account, and return any remaining funds (if applicable) immediately and without giving prior notice under the following circumstances:

i. Death or legal incompetence of the User.

ii. If the User is found to be in bankruptcy.

iii. The User violates or the company has reasonable grounds to believe that the User violated any User's obligations under and/or terms of, this Agreement

- and/or of any of the warranties and representations made by her/him in this Agreement.
- iv. If it comes to JostPay Limited's attention and/or the company has reasonable grounds to believe that the User is a minor in the country which he/she is a resident or citizen.
 - v. The User being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement.
 - vi. If it comes to its attention and/or has reasonable grounds to believe that the user is guilty of fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement.
 - vii. If the User didn't provide the company within 5 days the necessary KYC documents for verification.
 - viii. Where it is discovered by JostPay Limited that

the User is reasonably believed to have different IP addresses from different countries and/VPN during the course of executing any transactions and/or trades through his/her personal account and/or the provision of the services. Whether the User has provided notice to the company for any change to its IP address and/or of the use of VPN is irrelevant.

15.4 JostPay Limited shall be entitled to terminate this Agreement immediately without giving prior notice if the client fails to provide to the company his/her KYC documents for verification within 5 days from the moment of acceptance of this Agreement, constituting, thus his/her Account as an unverified Account.

15.5 In the case of termination of this Agreement for a reason indicated in section 12.3b of this Agreement, the Company shall have no liability towards the User and no obligation to pay the profit of the User.

15.6 In the case of termination of this Agreement for a reason indicated in sections 12.3a of this Agreement, the Company shall

have either to wire to the User the remaining balance or give to the user the opportunity to withdraw his/her remaining balance. In case of termination of this agreement for a reason stated in 12.3 b of this Agreement, the Company shall have to wire to the User the remaining balance excluding any profit.

regulations which govern these activities.

17.2 KYC Documents- means the documents to be provided by the user, including without limitation to the copy of the passport or ID of the User.

16. FRAUD

16.1 where JostPay Limited discovers or has reasonable suspicion to believe that the User has acted fraudulently with regard to the subject matter of the Agreement, including without limitation to the following occurrences:

- A. Fraud associated with credit card transactions and other ways to fill a balance that does not belong to the client;
- B. Fraud associated with the use of software for false trading results;
- C. Fraud associated with errors and system failures for trading results,

Jost Pay limited shall be entitled to block the User's account without prior notice and without the possibility of further money withdrawal and/or entitled to unilaterally terminate the Agreement in the extrajudicial procedure.

17. TERMS

17.1 KYC- know your customer which is a term used to refer to bank and anti-money laundering