



# Terms and Conditions

Please read these Terms and Conditions, which set forth the legally binding terms and conditions for your use of Farmwealth (the “Service”) offered by JS Prestige Farms (the Company) and the website at [www.Farmwealthafrica.com](http://www.Farmwealthafrica.com). Your access to use of the Service is conditioned on your acceptance of and compliance with these Terms & Conditions. These Terms & Conditions apply to all visitors, users and others who access or use the Service and all applicable laws and all conditions or policies referenced here (collectively, the “Terms & Conditions”) By accessing or using the Service you agree to be bound by these Terms & Conditions. If you disagree with any part of the terms, then you shall not access the Service and that the Company may use any information the Company obtains about you in accordance with the provisions of the Privacy Policy.

## Summary of Service

Farmwealth is a tech-enabled Farm agricultural service that sources funds for farmers which serve as one of the product and services created at JS Prestige Farms Ltd. Participants who indicate interest on the platform choose to fund a farm(s). Each farm has an amount needed for funding, the possible yields or returns from harvest, and the time duration till harvest with the possibility of getting paid upon a successful harvest; however, if unsuccessful, the subscribers receive their capital back subject to the insurance coverage.

## Definitions

In these Terms & Conditions, we refer to users contributing funds as “Subscribers.” Other users of the Service and visitors to the Site are referred to collectively as “Users.” Information about happenings and progress reports on the farms are referred to as “Updates”. A "Farm return Duration" refers to a complete farming season from the beginning to sales.

## Acceptance of Terms

The Service is offered subject to acceptance of all the terms and conditions contained in these Terms & Conditions and all other operating rules, policies, and procedures that may be published on the Site by the Company, which are incorporated by reference, including operating rules, policies, and procedures of third party service providers to the Site that are referenced herein. These Terms & Conditions apply to every user of the Service. In addition, some Services offered through the Site may be subject to additional terms and conditions adopted by the Company. Your use of those Services is subject to those additional terms and conditions, which are incorporated into these Terms & Conditions by this reference.

The Company reserves the right, at its sole discretion, to modify or replace these Terms & Conditions from time to time by posting the updated terms on the Site. It is your responsibility to check the Terms & Conditions periodically for changes. If you object to any such changes, your sole recourse will be to cease using the Site and the Service. Your continued use of the Service following the posting of any changes to the Terms of Use will indicate your acknowledgement of such changes and agreement to be



bound by the terms and conditions of such changes.

The Company reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and Services or restrict your access to parts of or the entire Site without notice or liability.

### **Accounts**

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms & Conditions, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### **Subscription Terms**

The Subscriber may receive periodic Updates on the status of the farm by email. The Updates may also be available in your account on the Website. You are expected to review all notifications, updates and reports from Farmwealth as they represent a record of information pertaining to your contribution during a Farming Duration.

The Subscribers is entitled to request for a physical visit to the farm you subscribed to, however, you must provide us with at least 4 weeks' notice to schedule a visit.

At the beginning of a Farming Duration, costs related to the lease of farm land for farming, livestock, Feed till Maturation, maintenance costs, and the cost of supervision and administration will be deducted from your subscription contribution. All costs are included in your subscription contribution.

The Subscriber agree that by subscribing to a farm, your contribution is tied and unavailable for the entire duration of the Farming Duration and neither JS Prestige Farms Ltd nor the farmers can or will refund your contribution until the successful completion of a Farming Duration.

Any profits from a successful Farming Duration of a Subscriber's farm are remitted to the electronic wallet on the Platform when the produce is harvested and sold (i.e. upon completion of the Farming Duration).

At the end of a successful Farming Duration, the Subscribers can decide whether to withdraw his/her funds from the electronic wallet on the Platform and transfer to a bank account you provide us with or to subscribe to another farm for a new Duration subject to that Farm's terms & conditions. At the end of a Farming Duration, the Subscriber's Expected Returns is disbursed from the profits made on the said farm he/she invested on.



### **Subscribers' Representations & Warranties**

Representations and warranties are statements and promises made by you to the Company, which we rely on as being accurate in our dealings with you. You make the following representations and warranties to us at the time of agreeing to these Terms and every time you use the Platform or Services, including the time you are matched to a Loan Agreement; you are over the age of 21 years. You are of sound mind and have the capacity to enter into these Terms & Conditions and be matched to a farm all personal information that you provide about yourself is accurate and true to the best of your knowledge; you hold a bank account in Ghana in your own name and will use this account to transfer money to our account when you subscribe to a farm and receive refunds of contributions made and profits earned; you have carefully considered the risks involved with using the Website, the Services and being matched to a farm and also the risks associated with any form of cash contribution or donation, including but not limited to the possibility of losing all the money you contribute; you will only ever subscribe with your own money unless you are authorised on behalf of a third party ("Third Party") and we agree that you may act on behalf of that Third Party. If you are registering or accepting these Terms on behalf of a legal entity such as a company, trust or partnership, you are legally authorised to do so and we may request evidence of such legal entitlement (by way of a copy of any document which shows the valid and subsisting authorisation); and you are not breaching any laws or regulations that are applicable to you or any company, trust or partnership upon whose instructions you are acting.

### **Market Risk**

The Subscriber agrees that Income realizations are subject to environmental and market risks and there can be no assurance or guarantee of any returns, hence in such case, the Farm Funder/Investor may not get interest in investment or his/her interest may be reviewed downwards subject to the circumstances.

### **Valid Added Tax (VAT) and Withholding Tax**

The interest or profit accrued to the Capital of the Subscribers shall be subject to Withholding Tax or VAT as the case may be.

### **Legal Structure**

No partnership is intended by this agreement. It is categorically understood and agreed that this agreement is not deemed to be, nor intended to give rise to a partnership relation. The Subscriber acknowledges, accepts and agrees that he does not own any of the farms cultivated and are only entitled to your capital and/or a part of the proceeds of any Farming Duration you participate in.

### **Duty of Care**

It is mutually agreed by and between the Company and the Subscriber that he/she shall fulfill his/her part of respective obligations faithfully and shall not harm and prejudice the interests of the Company or of the service during and after the conclusion of the farming duration.



### **Libelous or Slanderous Comments**

The Subscribers agrees not to libel or slander the Company or the Service when he/she is aware that such statement is false. The Subscriber is agrees to check with the Company personally whenever it is not satisfied with a position or cleared about an issue instead of broadcasting falsehood online or offline else he/she shall be fully liable to the full extent of Cyber Crimes Act or any other applicable laws in force and the Company shall take every step to exonerate its name from the falsehood.

### **Intellectual Property**

The Service and its original content, features and functionality are and shall remain the exclusive property of Farmwealth and JS Prestige Farms Ltd. The Service is protected by copyright, trademark, and other laws of The Federal Republic of Ghana. Our trademarks and trade dress shall not be used in connection with any product or service without the prior written consent of JS Prestige Farms Ltd. User shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. If you choose to provide technical, business or other feedback to the Company concerning the Site or the Services (collectively, "Feedback"), the Company will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by the Company of Feedback into any of its products or services does not grant you any proprietary rights therein.

### **Links to other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by JS Prestige Farms Ltd. JS Prestige Farms Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that JS Prestige Farms Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Termination**

The Company reserve the right to terminate or suspend the Subscribers account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms & Conditions. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.





### **Insurance**

JS Prestige Farms Ltd's services have been insured. Where JS Prestige Farms Ltd makes a claim under the insurance policy, and the insurance claim is settled by the insurance company, JS Prestige Farms Ltd shall pass on the benefits of such claims to Subscribers in the proportion of their Subscription Contribution in any affected Farm.

### **Limitation of Liability**

In no event shall JS Prestige Farms Ltd, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. JS Prestige Farms Ltd, its subsidiaries, affiliates, brand, trademark and its licensors do not warrant that; a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of The Republic of Ghana, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes to Terms and Conditions**

JS Prestige Farms Ltd reserves the right, in its sole discretion, to change the Terms under which [www.Farmwealthafrica.com](http://www.Farmwealthafrica.com) is offered. The most current version of the Terms will supersede all previous versions. JS Prestige Farms Ltd encourages Subscribers to periodically review the Terms & Conditions to stay informed of our updates.

**Contact Us:** If you have any questions about these Terms & Conditions, please contact us at: [info@myFarmwealth.com](mailto:info@myFarmwealth.com)