

## **Terms of Service For WalesB NG**

### **1. Acceptance of Terms :**

- a. User Acknowledgment: By accessing WalesB NG, users acknowledge that they have read, understood, and agree to abide by these Terms of Service.
- b. Age Requirement: Users must be at least 18 years old to use the platform. By agreeing to these terms, users confirm they meet this requirement.
- c. Legal Capacity: Users affirm they have the legal capacity to enter into a contract and accept responsibility for their actions on the platform.

### **2. Definitions:**

- a. WalesB NG: The online platform providing gift card trading, and e-funds services.
- b. User: Any individual or entity accessing or using the WalesB NG platform.

### **3. User Account :**

- a. Registration Information: Users agree to provide accurate and up-to-date information during the registration process.
- b. Account Security: Users are responsible for maintaining the confidentiality of their account credentials. WalesB NG will never ask for sensitive information, such as passwords, via email or other communication channels.
- c. Account Termination: WalesB NG reserves the right to terminate or suspend accounts that violate the Terms of Service or engage in suspicious activities.

### **4. Services Offered :**

- a. Gift Card Trading: WalesB NG facilitates the buying of various gift cards (e.g., Amazon, iTunes) from users, compensating them in Naira or, in special cases.
- b. E-funds: WalesB NG purchases funds from PayPal, Payoneer, Zelle, Greendot, and other platforms. Users are compensated in Naira at a stipulated rate, with corresponding account information provided for fund transfers.

5. Financial Transactions :

- a. Transaction Approval: WalesB NG reserves the right to approve, reject, or reverse any transaction at its discretion, especially in cases of suspected fraud.
- b. Rate Variability: Transaction rates may vary based on market conditions, and users acknowledge and accept this fluctuation.
- c. Fraud Protection Measures: WalesB NG employs robust measures to detect and prevent fraud, and users are encouraged to report any suspicious activities.
- d. Transaction Records: Users can access and review their transaction history on the platform for transparency and accountability.

6. Limitation of Liability :

- a. Stolen Funds and Tokens: WalesB NG is not liable for transactions involving stolen funds or tokens. Users are responsible for verifying the legitimacy of assets traded.
- b. Service Interruptions: WalesB NG is not liable for losses due to service interruptions, technical issues, or unforeseen circumstances. However, every effort will be made to rectify such issues promptly.
- c. Third-Party Transactions: WalesB NG is not responsible for losses resulting from transactions with third parties facilitated through the platform.

7. Data Privacy :

- a. Collection and Use: WalesB NG collects and processes user data in accordance with its Privacy Policy for the purpose of providing and improving services.
- b. Security Measures: WalesB NG implements rigorous security measures to protect user data, utilizing encryption and industry-standard practices.
- c. Data Access: Users have the right to access and request the correction or deletion of their personal data as outlined in the Privacy Policy.

8. Compliance with Laws:

- a. AML and KYC Compliance: Users agree to comply with all applicable laws, including anti-money laundering (AML) and know your customer (KYC) requirements.
- b. User Responsibility: Users are responsible for understanding and complying with laws related to transactions in their jurisdiction.

**9. Intellectual Property:**

- a. Ownership: WalesB NG retains ownership of all intellectual property on the platform, including but not limited to logos, trademarks, and proprietary software.
- b. Use of Intellectual Property: Users may not use, reproduce, or distribute WalesB NG's intellectual property without explicit permission.
- c. User Content: By uploading content on the platform, users grant WalesB NG a non-exclusive, transferable, sublicensable, royalty-free license to use, modify, and display the content.

**10. Amendments :**

WalesB NG reserves the right to amend these Terms of Service at any time. Notice of changes will be provided through the platform, and continued use constitutes acceptance of the amended terms.

**11. Governing Law :**

These Terms of Service are governed by the Laws of the Federation of Nigeria.

**12. Contact Information :**

For questions or concerns regarding these Terms of Service, please contact WalesB NG at [support@walesb.ng](mailto:support@walesb.ng)

**13. Termination of Accounts :**

- a. Grounds for Termination: WalesB NG may terminate or suspend a user's account for violations of the Terms of Service or suspicious activities.

**14. Dispute Resolution :**

- a. Arbitration: Any disputes arising out of or relating to these Terms of Service will be resolved through arbitration. Any dispute, controversy, or claim arising out of or relating to these Terms of Service, including the breach, termination, or validity thereof, shall be resolved through arbitration in accordance with the Arbitration and Mediation Act, Laws of the Federation of Nigeria.

**15. User Responsibilities and Conduct :**

- a. Prohibited Activities: Users are prohibited from engaging in fraudulent activities, money laundering, or any other illegal activities on the platform.

b. Ethical Trading: Users are encouraged to engage in fair and ethical trading practices on the platform.

c. Compliance with Laws: Users must comply with all applicable laws and regulations when using WalesB NG services.

16. Refund and Cancellation Policy :

a. Refund Eligibility: Refunds are available in cases of failed transactions, provided the failure is not due to user error or fraudulent activity.

b. Refund Process: Users must submit a refund request, specifying details of the failed transaction. Refunds will be processed within 48 hours after confirmation of request.

17. Changes to the Platform :

a. Advance Notice: WalesB NG will provide advance notice of significant changes to the platform, including new features or changes to existing ones.

b. User Impact Assessment: Changes will be assessed for potential impact on users, and necessary measures will be taken to mitigate adverse effects.

18. Communication Preferences :

a. Opt-out Options: Users have the option to opt-out of certain communications and marketing materials.

19. Limitations on Use :

a. Scope of Use: Users are granted a limited, non-exclusive, and non-transferable right to use the platform for its intended purpose. Any unauthorized use is strictly prohibited.

b. Acceptable Transactions: Users may only engage in transactions and activities permitted by the laws of their jurisdiction and the Terms of Service.

c. Prohibited Transactions: Users are expressly prohibited from engaging in illegal transactions, including but not limited to fraud, money laundering, or the sale of stolen property.

20. Disclaimer of Warranties

a. As-Is Basis: The platform and services are provided on an "as-is" basis, and WalesB NG makes no warranties, express or implied.

b. Market Risks: Users acknowledge and accept the inherent risks associated with market fluctuations in financial transactions.

21. Force Majeure:

a. Events Beyond Control: WalesB NG will not be liable for any failure or delay in performance due to circumstances beyond its control, including but not limited to acts of nature, government restrictions, and technological failures.

b. Notification: Users will be notified promptly in the event of a force majeure affecting platform operations. Such notification will detail the nature of the force majeure and its anticipated duration.

22. Severability:

a. Invalidity of Provisions: If any provision of the Terms of Service is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

23. Entire Agreement :

a. Entire Understanding: The Terms of Service, along with the Privacy Policy, constitute the entire understanding between the user and WalesB NG, superseding any prior agreements.

24. Non-Waiver :

a. Failure to Enforce Rights: The failure to enforce any right or provision of the Terms of Service does not constitute a waiver of that right or provision.

25. Account Inactivity and Dormancy :

a. Inactivity Period: If an account remains inactive for a specified period, which is 12 months, WalesB NG may consider it dormant.

b. Dormancy Fees: WalesB NG does not charge any fees for dormant accounts.

c. Notification: Users with dormant accounts may receive periodic notifications reminding them of the inactivity and potential account dormancy and removal.

d. Reactivation: To reactivate a dormant account, users may need to follow the specified reactivation process, which may include verifying identity and confirming account details.

25. Language :

- a. Language of Communication: All communication, notices, and interactions between WalesB NG and users will be conducted in English.
- b. Official Documents: In the event of any legal documents, including but not limited to these Terms of Service, official communication, and user agreements, English will be the governing language.
- c. Translations for Convenience: Any translations provided are for user convenience only. In case of discrepancies between the English version and translated versions, the English version shall prevail.
- d. User Agreement to English Terms: By using the WalesB NG platform, users agree to be bound by the English version of all official documents and communications, regardless of any translations provided.

#### 26. Entire Agreement :

- a. Entire Understanding: These Terms of Service, together with the Privacy Policy and any additional agreements incorporated herein by reference, constitute the entire understanding between WalesB NG and the user.

#### 27. Termination:

- a. Termination by Either Party: Either WalesB NG or the user may terminate these Terms of Service at any time with notice to the other party.
- b. Effect of Termination: Upon termination, the user's right to access and use the WalesB NG platform will cease immediately. Any provisions that, by their nature, should survive termination, including but not limited to those related to intellectual property, limitation of liability, and dispute resolution, shall remain in full force and effect.

#### 28. Changes to Terms of Service

- a. User Notification: Users will be notified of any material changes to these Terms of Service through the WalesB NG platform or via the contact information provided.
- b. Acceptance of Changes: Continued use of the WalesB NG platform after the effective date of any changes constitutes acceptance of the modified Terms of Service.

#### 32. Contact Information

- a. Questions and Concerns: For questions or concerns regarding these Terms of Service, please contact WalesB NG at [support@walesb.ng](mailto:support@walesb.ng)

