

WealthyLoop Terms and Conditions (For Lenders)

Last Updated: [Date]

1. Introduction & Acceptance of Terms

This Terms and Conditions agreement ("**Terms**") is a legal agreement between you ("**Lender**," "**you**") and **Padikash Limited** ("**WealthyLoop**," "**we**," "**us**," "**our**"), governing your access to and use of the WealthyLoop website ([WealthyLoop.com](https://www.WealthyLoop.com)), mobile application, and related services (collectively, the "**Platform**").

By registering for an account, clicking "I Agree," or using the Platform, you acknowledge that you have read, understood, and irrevocably agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the Platform.

2. Nature of the Platform & Your Role

2.1. WealthyLoop provides a technology platform that facilitates lending. The Platform allows Lenders to browse vetted lending opportunities to African small and medium-sized enterprises ("**Borrowers**") and to facilitate loans to them.

2.2. **Your Acknowledgment:** You understand and agree that:

- (a) You are acting as a **Lender**. You are not making an "investment" in a security; you are facilitating a loan to a business.
- (b) WealthyLoop is not a bank, credit union, or licensed financial advisor. We are a **technology facilitator**.
- (c) The loan contract is between you (the Lender) and the Borrower. WealthyLoop is not a party to that loan contract.

3. Eligibility & Registration for Lenders

To use the Platform as a Lender, you must:

- Be at least 18 years old.
- Have the legal capacity to enter into a binding contract.
- Reside in a jurisdiction where using our Services is permitted by law.
- Provide accurate, current, and complete information during registration and KYC verification.
- Maintain the security of your account credentials. You are solely responsible for all activities conducted through your account.

4. Lender's Risk Acknowledgement (CRITICAL SECTION)

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT LENDING TO BUSINESSES CARRIES INHERENT AND SIGNIFICANT FINANCIAL RISKS. BY USING THE PLATFORM, YOU EXPLICITLY ACCEPT THE FOLLOWING RISKS:

- **Risk of Total Loss:** You may lose part or all of your **original loan amount** due to Borrower default. WealthyLoop does not guarantee any loan or the repayment of your loan amount.
- **No Guarantee of Fees: Potential lending fees** are not guaranteed. Historical performance data is for illustrative purposes only and is not a predictor of future results.
- **Illiquidity:** Your funds are committed for the duration of the loan term. There is no secondary market; you cannot sell or exit a loan early.
- **Platform Risk:** Technical failures, cyber-attacks, or other disruptions could delay or prevent access to the Platform or the processing of transactions.

5. Lender's Responsibilities & Covenants

As a Lender, you represent, warrant, and covenant that:

- **Source of Funds:** Any capital you use to facilitate loans through our platform originates from a legitimate and lawful source.
- **No Advice:** You are not relying on any information from WealthyLoop as financial, legal, or tax advice. You have made your own independent decision to facilitate each loan.
- **Legal Use:** You will not use the Platform for any illegal or unauthorized purpose, including money laundering, fraud, or terrorist financing.
- **Data Confidentiality:** You will treat all non-public Borrower information provided to you on the Platform as strictly confidential.

6. How Loans Are Facilitated

6.1. **Listing:** WealthyLoop, through its local regulated partners, lists lending opportunities from pre-vetted Borrowers.

6.2. **Facilitation:** You select the opportunity and amount you wish to lend. Your funds are transferred to our designated third-party payment processor (e.g., Flutterwave) and then to the Borrower via our regulated partner.

6.3. **Servicing:** Loan repayments from the Borrower are collected by our local partner and distributed back to you, minus any applicable fees, according to the repayment schedule.

7. Fees

WealthyLoop may charge a facilitation fee for its services. This fee will be clearly disclosed to you prior to you committing to facilitate a loan. You are responsible for any personal tax liabilities arising from lending fees you earn.

8. Limitation of Liability; No Warranty

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WEALTHYLOOP, ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, ARISING FROM YOUR USE OF THE PLATFORM OR ANY BORROWER'S DEFAULT ON A LOAN.

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WEALTHYLOOP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

9. Indemnification

You agree to defend, indemnify, and hold harmless WealthyLoop and its affiliates from any claim, demand, or damage (including reasonable attorneys' fees) arising out of or relating to your use of the Platform, your violation of these Terms, or your violation of any rights of a third party.

10. Termination

We may suspend or terminate your access to the Platform immediately, without prior notice or liability, for any reason, including if you breach these Terms.

11. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Ireland. Any dispute arising from these Terms shall be resolved through final and binding arbitration in Dublin, Ireland. You waive your right to participate in a class-action lawsuit or class-wide arbitration.

12. Contact Information

For questions about these Terms, please contact us at:

hello@wealthyloop.com