



BORA CAPITAL ADVISORS LTD

WEBSITE TERMS OF USE

Legal, Privacy and Regulatory Notice

1. INTRODUCTION

These Website Terms of Use ("Terms") govern access to and use of the website, digital content and online functionality of Bora Capital Advisors ("Bora"). By accessing, browsing or using the website, a user acknowledges these Terms. If a user does not agree with them, the user should discontinue use of the website.

These Terms should be read with Bora's Privacy Policy, Cookie Notice, product prospectuses, investment mandates, application forms, client agreements and any additional terms applicable to a particular product, service or transaction.

2. ABOUT BORA CAPITAL ADVISORS LTD

Bora Capital Advisors is a financial services institution operating in Ghana and regulated by the Securities and Exchange Commission of Ghana in respect of activities requiring regulatory authorisation. Principal Office: No. 3 Dano Court, Boundary Road, East Legon, Accra. Telephone: +233 50 771 2343.

The website provides general information about Bora, its business, investment and advisory services, collective investment schemes, market publications, corporate and regulatory information, client communications, career opportunities and related activities. Unless expressly stated otherwise, website content is provided for general information purposes only.

4. NO INVESTMENT ADVICE FROM WEBSITE USE

Nothing published on the website, solely by reason of its publication, constitutes personalised investment advice, tax advice, legal advice, accounting advice, financial planning advice, an investment recommendation, a suitability determination or a guarantee of performance. Investment decisions should reflect an investor's objectives, financial circumstances, risk tolerance, investment horizon and liquidity needs. Users should obtain appropriate independent professional advice where necessary.

Use of the website does not by itself create an adviser-client, portfolio-manager-client, fiduciary or other professional relationship with Bora.

5. INVESTMENT RISK

All investments involve risk. The value of investments and income from them may rise or fall, and an investor may receive less than the amount originally invested. Past performance is not a guarantee or reliable indication of future performance. Historical returns, forecasts, projections, target returns, illustrations and market commentary should be considered only in the context in which they are presented.

Investment risks may include market, credit, interest-rate, liquidity, currency, concentration, counterparty, valuation, operational, political, economic, legal, regulatory and other risks specific to a product or strategy. Investors should review the relevant prospectus, mandate, product terms and risk disclosures before investing.

6. NO GUARANTEED RETURNS

Unless expressly permitted by law and specifically documented in binding product documentation, Bora does not represent or guarantee that an investment will achieve a particular return or that capital will be protected. Targets, forecasts, projections and expected returns are subject to assumptions, uncertainty and investment risk.

7. PRODUCT INFORMATION

Information on a product webpage is a general overview and may not contain every fact relevant to an investment decision. The binding terms of an investment are contained in the applicable prospectus, trust deed, offering memorandum, application form, client agreement, investment-management agreement, mandate, fact sheet and other legal or regulatory documents. If general website content conflicts with binding product documentation, the applicable legal or product documentation prevails, subject to mandatory law.

8. COLLECTIVE INVESTMENT SCHEMES

Where the website contains information about a collective investment scheme managed, advised on or distributed by Bora, prospective investors should review the current prospectus and other applicable documents before investing. Regulatory approval, authorisation or registration should not be interpreted as a guarantee of performance or an endorsement of the commercial merits of an investment.

9. ELIGIBILITY AND JURISDICTION

Products and services are subject to applicable laws, licence conditions, eligibility requirements and geographic restrictions. Accessibility of website content from a particular jurisdiction does not mean Bora is making an offer or solicitation in that jurisdiction. Persons accessing the website outside Ghana are responsible for complying with applicable local law. Bora does not represent that every product or service is available or legally permissible in every jurisdiction.

10. CLIENT ONBOARDING

Submission of an enquiry, online form or application does not oblige Bora to accept a person as a client. Establishment and continuation of client relationships may be subject to identity verification, KYC, beneficial-ownership checks, AML/CFT/CPF screening, sanctions and PEP screening, source-of-funds and source-of-wealth assessment, risk profiling, suitability or appropriateness assessment where applicable, receipt of required documentation and internal or regulatory approvals. Bora may lawfully decline an application or relationship where appropriate.

11. ELECTRONIC INSTRUCTIONS AND COMMUNICATIONS

Where Bora permits instructions or business communications electronically, users must comply with the channels and procedures designated by Bora. Bora may establish requirements for authorised email addresses, approved communication platforms, authentication, verification, electronic signatures, transaction confirmations, cut-off times and supporting documentation.

Bora may decline or defer action on an instruction where it is incomplete, authority cannot be verified, the channel is not approved, the instruction appears suspicious or fraudulent, acting may breach law or regulation, or further verification is reasonably required. Business communications may be captured, retained, reviewed and supervised in accordance with securities-market recordkeeping requirements and Bora's internal policies.

12. OFF-CHANNEL COMMUNICATIONS

Clients and other persons conducting regulated business with Bora should use communication channels formally approved by Bora. The use of an employee's personal device, account or messaging application does not by itself make that channel approved for investment instructions or regulated business. Where a business communication is received through an unauthorised or off-channel medium, Bora may require that it be transferred, repeated or confirmed through an approved channel before action is taken. This protects clients, supports supervision and preserves a reliable regulatory audit trail.

13. ACCURACY AND CURRENCY OF INFORMATION

Bora takes reasonable care in preparing and maintaining website content. However, financial markets, prices, laws, regulations, economic conditions, product terms and other information may change rapidly. Bora does not warrant that all website information will at all times be complete, current, accurate, error-free or suitable for a particular purpose. Bora may correct, update, remove or amend content without prior notice.

14. MARKET DATA

Prices, yields, indices, exchange rates, valuations, statistics and other financial data may be obtained from third-party sources and may be delayed. Such information should not necessarily be relied upon for executing a transaction. Bora does not warrant the accuracy or completeness of third-party market data except to the extent such responsibility cannot lawfully be excluded.

15. RESEARCH AND MARKET COMMENTARY

Any research, commentary, opinion, newsletter, article, economic analysis or market update reflects information or views as of the date indicated and may change without notice. Such content does not necessarily constitute personalised investment advice. Bora is not obliged to update a previously published commentary solely because market circumstances subsequently change.

16. USER RESPONSIBILITIES

A user agrees to:

- provide accurate information where requested;
- not impersonate another person or misrepresent authority;
- not attempt unauthorised access to Bora systems or data;
- not interfere with website operation, availability or security;
- not introduce malware, viruses or harmful code;

- not scrape or harvest information unlawfully;
- not circumvent security or access controls;
- not use the website for fraud, money laundering, market abuse or another unlawful purpose; and
- respect Bora's and third parties' intellectual-property rights.

17. PROHIBITED USE

Bora may restrict or terminate access where misuse is identified or reasonably suspected. Prohibited activity includes unlawful use; fraud or attempted fraud; money laundering or terrorist financing; transmission of malicious code; unauthorised access; interference with another user's access; unauthorised automated extraction; misrepresentation of Bora's services; and activity reasonably likely to harm Bora, its clients, systems or reputation.

18. CYBERSECURITY AND FRAUD

Users should exercise caution with communications purporting to originate from Bora and should rely on official channels. Users should not disclose passwords, authentication credentials, PINs or similar sensitive security information in response to unsolicited requests. Suspected phishing, impersonation, fraud or unauthorised instructions should be reported promptly to Bora.

Subject to applicable law and any responsibility Bora may have for its own acts or omissions, Bora will not be responsible for loss resulting from a user's deliberate misconduct, gross negligence or failure to follow reasonable security instructions.

19. INTELLECTUAL PROPERTY

Unless otherwise indicated, the website and its contents, including text, logos, trademarks, graphics, photographs, reports, research, documents, layouts, databases, software and other materials, are owned by, licensed to or lawfully used by Bora and are protected by applicable intellectual-property law. Reasonable extracts may be accessed or printed for personal, non-commercial and lawful use. Reproduction, modification, distribution, republication, sale, commercial exploitation or creation of derivative works requires prior written permission unless permitted by law.

20. BORA NAME AND TRADEMARKS

The Bora name, corporate identity, logos, product names and related marks may constitute trademarks or other protected intellectual property. They may not be used without prior written authorisation except as permitted by law.

21. THIRD-PARTY LINKS

The website may link to third-party websites for convenience or information. A link does not necessarily constitute endorsement or approval. Bora does not control and is not responsible for third-party content, availability, security, privacy practices, accuracy, products or services. Access to a third-party site is at the user's discretion and subject to the third party's terms.

22. PRIVACY AND PERSONAL DATA

Personal data collected through or in connection with the website is processed in accordance with Bora's Privacy Policy and applicable law. The Privacy Policy forms an integral part of these Terms for matters concerning personal-data processing.

23. COOKIES

The website may use cookies and similar technologies. Information regarding cookie categories, purposes and user controls is contained in the Privacy Policy and any separate Cookie Notice or preference tool made available on the website.

24. WEBSITE AVAILABILITY

Bora aims to maintain reasonable website availability but does not guarantee uninterrupted or error-free access. Access may be suspended or restricted for maintenance, system upgrades, technical failure, cybersecurity incidents, telecommunications failures, force majeure events, regulatory action or other circumstances beyond Bora's reasonable control.

25. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Bora will not be liable solely because of reliance on general website information without consideration of applicable investment documentation; temporary website unavailability; third-party websites or data; unauthorised third-party alteration of website content; malware or cybersecurity events outside Bora's reasonable control; or use of the website contrary to these Terms.

Nothing in these Terms excludes or restricts liability that cannot lawfully be excluded or restricted, including liability for fraud, fraudulent misrepresentation, wilful misconduct or another matter for which exclusion is prohibited by law.

26. INDEMNITY

To the extent permitted by law, a user may be responsible for loss reasonably incurred by Bora resulting directly from the user's unlawful use of the website, fraudulent conduct, deliberate security breach or material violation of these Terms. This provision does not limit rights conferred on investors or consumers by mandatory law.

27. NO WAIVER OF REGULATORY RIGHTS

Nothing in these Terms is intended to exclude a statutory right of an investor; waive a regulatory obligation imposed on Bora; limit the statutory powers of the SEC, DPC or another competent authority; or exclude liability where exclusion is prohibited by law. A mandatory legal requirement prevails over any inconsistent provision of these Terms.

28. RECORDKEEPING

Bora may retain electronic records relating to website transactions, applications, instructions and communications in accordance with securities law, AML/CFT/CPF requirements, data-protection law, tax requirements, regulatory directives, litigation requirements and internal record-retention policies. Electronic records may be relied upon as evidence of communications, instructions or transactions to the extent permitted by law.

29. COMPLAINTS

A complaint concerning Bora's services may be submitted through Bora's designated complaints-handling channel. Complaints will be handled in accordance with Bora's internal complaints procedures and applicable regulatory requirements. Nothing in these Terms prevents an eligible complainant from referring a matter to the Securities and Exchange Commission or another competent authority where applicable.

Compliance / Complaints Contact

Bora Capital Advisors LTD

No. 3 Dano Court, Boundary Road, East Legon, Accra

Telephone: +233 50 771 2343

Email: info@boradvisors.com

30. ELECTRONIC TRANSACTIONS

Where Bora permits a product or service to be applied for, subscribed to or transacted electronically, additional product-specific terms may apply. Before completing an electronic transaction, users should review the applicable product description, fees and charges, payment terms, investment documentation, cancellation or redemption conditions, transaction-confirmation process, recordkeeping arrangements, security procedures and privacy terms.

An electronic transaction is not deemed accepted by Bora merely because information has been transmitted through the website unless acceptance is confirmed in accordance with the applicable product terms and Bora's procedures.

31. CHANGES TO THESE TERMS

Bora may amend these Terms to reflect changes in law, regulation, guidance, services, technology, website functionality, security requirements or business practices. The latest version will be published on the website with its effective or last-updated date. Continued use after updated Terms take effect constitutes acceptance to the extent permitted by law.

32. SUSPENSION OR TERMINATION OF WEBSITE ACCESS

Bora may suspend, restrict or terminate access to all or part of the website where reasonably necessary for security, maintenance, regulatory compliance, investigation of suspected misconduct, prevention of fraud or protection of Bora, its clients or third parties.

33. SEVERABILITY

If a provision of these Terms is held unlawful, invalid or unenforceable, it will be interpreted or modified to the minimum extent necessary to make it enforceable where legally permissible. If that is not possible, it will be severed without affecting the remaining provisions.

34. NO WAIVER

A failure or delay by Bora in exercising a right under these Terms does not constitute a waiver of that right or any other right.

35. GOVERNING LAW

These Terms and use of the website are governed by and construed in accordance with the laws of the Republic of Ghana.

36. DISPUTE RESOLUTION AND JURISDICTION

Where a dispute arises concerning use of the website, the parties should first seek to resolve it through good-faith engagement and Bora's applicable complaints process. Nothing restricts the right of an investor, client or other person to complain to or seek relief from a competent regulatory or statutory authority. Subject to applicable regulatory procedures and any valid agreement providing another dispute-resolution mechanism, courts of competent jurisdiction in Ghana will have jurisdiction over disputes arising from these Terms.

37. REGULATORY FRAMEWORK

Bora conducts regulated activities subject to applicable Ghanaian legislation and regulatory requirements, including, where relevant:

- Securities Industry Act, 2016 (Act 929), as amended;
- applicable SEC regulations, directives, guidelines and licensing conditions;
- Data Protection Act, 2012 (Act 843);
- Electronic Transactions Act, 2008 (Act 772), as amended;
- applicable AML/CFT/CPF legislation and regulatory requirements;
- Companies Act, 2019 (Act 992);
- applicable tax legislation; and
- other laws and regulatory instruments applicable to Bora's activities.

References to legislation include applicable amendments, replacements, subsidiary legislation and regulatory instruments issued under them.

38. CONTACT INFORMATION

Bora Capital Advisors LTD
No. 3 Dano Court, Boundary Road, East Legon, Accra
Telephone: +233 50 771 2343
Email: info@boradvisors.com
Website: <https://www.boradvisors.com>

Regulatory and Compliance Enquiries

Compliance Department
Email: info@boradvisors.com

Privacy Enquiries

Data Protection Supervisor
Email: info@boradvisors.com