



CD GROWTH PARTNERS LTD (PARENT COMPANY) • HELIOS GLOBAL LOGISTICS (LOGISTICS SUBSIDIARY)

CDG MARKETPLACE PLATFORM

MARKETPLACE LEGAL & COMPLIANCE POLICIES

Company: CD Growth Partners Ltd, trading as the CDG Marketplace Platform, operating through its subsidiary Helios Global Logistics

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Jurisdiction: Republic of Ghana

This document sets out the legal terms, policies, and compliance obligations governing the use of the CDG Marketplace Platform (the “Platform”) by Vendors, Customers, Delivery Partners, and all other users. It is designed to be read together with the Platform’s onboarding documentation, the Payment Aggregator/Payment Service Provider terms applicable to transactions processed on the Platform, and any subsidiary policy referenced herein. By accessing, registering on, or transacting through the Platform, a user agrees to be bound by these Policies in their entirety.

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1. Definitions and Interpretation

In these Policies, unless the context otherwise requires, the following expressions shall bear the meanings assigned to them below:

- “Platform” means the CDG Marketplace Platform, including its website, mobile applications, application programming interfaces, and related services, owned and operated by CD Growth Partners Ltd through Helios Global Logistics Ltd.
- “Company”, “we”, “us”, or “our” means CD Growth Partners Ltd and/or Helios Global Logistics Ltd, as the operating entity of the Platform.
- “Vendor” means any individual or business entity registered on the Platform to list, sell, or fulfil goods or services.
- “Customer” means any individual or entity that purchases goods or services through the Platform.
- “Delivery Partner” means any individual or entity engaged to collect, transport, and deliver goods ordered through the Platform.
- “User” means any Vendor, Customer, Delivery Partner, or other person accessing or using the Platform.
- “Payment Service Provider” or “PSP” means the licensed payment aggregator (including Pay stack and any successor or additional processor engaged by the Company) used to process payments on the Platform.
- “Applicable Law” means the laws of the Republic of Ghana, including but not limited to the Electronic Transactions Act, 2008 (Act 772), the Data Protection Act, 2012 (Act 843), the Payment Systems and Services Act, 2019 (Act 987), the Anti-Money Laundering Act, 2020 (Act 1044) (as amended), and the Consumer Protection Act, 2024 (Act 1135), together with all regulations and directives issued by the Bank of Ghana and other competent regulatory authorities.

2. Terms and Conditions

2.1 Scope and Acceptance

The Platform operates a multi-vendor marketplace integrated with logistics and delivery services, enabling Vendors to list and sell goods or services to Customers, and Delivery Partners to fulfil order deliveries. By creating an account, browsing, listing products, placing an order, or otherwise using the

Platform, a User confirms that they have read, understood, and agree to be bound by these Terms and Conditions and all referenced Policies.

2.2 Eligibility

Users must be at least eighteen (18) years of age and possess the legal capacity to enter into binding contracts under the laws of Ghana. Business Vendors must be duly registered with the Registrar General's Department or relevant statutory body and hold all licences required to lawfully supply their listed goods or services.

2.3 Vendor Obligations

Vendors shall:

1. Provide accurate, current, and complete information regarding their identity, business, and product listings;
2. Honour confirmed orders and fulfil them within the timelines communicated to Customers;
3. Ensure that all goods and services offered comply with Applicable Law, including product safety, labelling, and consumer protection requirements;
4. Refrain from listing prohibited, counterfeit, stolen, or illegal goods; and
5. Cooperate with the Company's verification, audit, and dispute resolution processes.

2.4 Customer Obligations

Customers shall provide accurate and complete delivery and contact information, make payment exclusively through the payment channels integrated into the Platform, and refrain from engaging in fraudulent chargebacks, false claims, or abuse of the returns process.

2.5 Account Suspension and Termination

The Company reserves the right, in its sole discretion and without prior notice where reasonably necessary, to suspend, restrict, or terminate any User account suspected of fraud, money laundering, misrepresentation, or any breach of these Policies, pending investigation. Where an account is suspended pending investigation, the Company shall, where practicable, notify the affected User of the general grounds for suspension within a reasonable period.

2.6 Intellectual Property

All trademarks, logos, software, and content comprising the Platform are the property of the Company or its licensors and may not be reproduced, copied, or exploited without prior written consent.

2.7 Governing Law

These Terms and Conditions are governed by, and shall be construed in accordance with, the laws of the Republic of Ghana.

3. Privacy Policy

3.1 Information We Collect

In the course of providing the Platform's services, the Company collects personal data including, but not limited to: full names, contact details (phone number and email address), residential or business addresses, government-issued identification documents for Know-Your-Customer ("KYC") verification, payment and settlement account details, transaction history, and device or usage data collected automatically through cookies and similar technologies.

3.2 Purpose and Legal Basis for Processing

Personal data is processed for the purposes of: providing and improving Platform services; verifying User identity and preventing fraud; processing payments and settlements; complying with statutory and regulatory obligations, including anti-money laundering and tax reporting requirements; and communicating with Users regarding their orders, accounts, and Platform updates. Processing is carried out on the basis of contractual necessity, compliance with legal obligation, and, where applicable, the User's consent.

3.3 Data Protection Compliance

The Company is committed to handling personal data in accordance with Ghana's Data Protection Act, 2012 (Act 843) and, where applicable, will register as a data controller and/or data processor with the Data Protection Commission of Ghana. Personal data shall be processed lawfully, fairly, and transparently, collected for specified and legitimate purposes, kept accurate and up to date, and retained only for as long as necessary to fulfil the purposes for which it was collected or as required by Applicable Law.

3.4 Data Sharing and Disclosure

Personal data may be shared with the Company's affiliated entities, the Payment Service Provider for transaction processing, Delivery Partners to the extent necessary to fulfil deliveries, and regulatory or law enforcement authorities where required by Applicable Law or in response to a valid legal process. The Company does not sell User personal data to third parties for marketing purposes.

3.5 Data Security

The Company implements appropriate technical and organisational measures, including access controls, encryption in transit, and restricted data retention, to protect personal data against unauthorised access, alteration, disclosure, or destruction.

3.6 Data Subject Rights

Subject to Applicable Law, Users have the right to access, correct, or request deletion of their personal data, to object to or restrict certain processing activities, and to lodge a complaint with the Data Protection Commission of Ghana. Requests may be directed to the Company using the contact details set out in Section 12.

4. Acceptable Use Policy

Users shall not use the Platform to:

- Engage in fraud, misrepresentation, or deceptive trade practices;
- Facilitate money laundering, terrorist financing, or any other financial crime;
- List, advertise, or sell prohibited, counterfeit, stolen, hazardous, or illegal goods, including but not limited to narcotics, firearms, and items restricted under Ghanaian law;
- Engage in identity theft, impersonation, or unauthorised use of another person's account or payment instrument;
- Upload or transmit malicious software, or attempt to compromise the security or integrity of the Platform; or
- Harass, threaten, or discriminate against other Users.

Breach of this Acceptable Use Policy may result in suspension or termination of the offending account, forfeiture of pending payouts pending investigation in accordance with Applicable Law, and, where appropriate, referral to law enforcement or regulatory authorities.

5. Shipping Policy

Orders are processed and dispatched only upon confirmation of successful payment. Delivery timelines are estimates that depend on Vendor order-preparation time, the destination location, and prevailing logistical conditions, and are communicated to Customers prior to checkout. Applicable delivery fees are calculated and displayed transparently before order confirmation, and no additional delivery charges shall be levied without the Customer's prior knowledge. Risk in goods passes to the Customer upon confirmed delivery, save where a dispute is raised in accordance with Section 6 below.

5.1 Delivery Coverage

The Platform's delivery services are currently available within the Republic of Ghana only. Coverage may be extended to additional jurisdictions as the Company's operations expand, and any such expansion shall be reflected in an updated version of this Policy.

5.2 Tracking and Notification

Customers shall receive order status updates through the Platform and, where the functionality is available, may track the progress of their delivery in real time. The Company shall notify Customers of material changes to an estimated delivery timeline.

5.3 Failed and Non-Contact Deliveries

Where a Delivery Partner is unable to complete a delivery due to Customer unavailability, an incorrect or incomplete address, or refusal to accept the order, up to two (2) further delivery attempts shall be made. Where delivery remains unsuccessful following such attempts, the order shall be returned to the Vendor, and the Company may charge the Customer a reasonable re-delivery or storage fee, communicated in advance where practicable.

5.4 Loss or Damage in Transit

Where goods are lost, stolen, or damaged while in the custody of a Delivery Partner and prior to confirmed delivery, the Company shall investigate the matter. Where the loss or damage is attributable to the Delivery Partner or to the Company's logistics operations, the Company shall facilitate a full refund or replacement to the Customer in accordance with Section 6.

6. Returns and Refund Policy

6.1 Grounds for Refund

A Customer may apply for a refund where: the order was not delivered within a reasonable period beyond the communicated delivery window; the goods received are materially damaged or defective; or the goods delivered are materially different from those ordered.

6.2 Refund Process

Refund requests must be submitted through the Platform within seven (7) days of delivery (or of the expected delivery date, in the case of non-delivery), accompanied by reasonable supporting evidence. The Company shall review each request and, where approved, process the refund to the Customer's original payment method within the timeframe permitted by the Payment Service Provider, ordinarily within seven (7) to fourteen (14) business days.

6.3 Exclusions

Refunds shall not apply to claims arising from Customer error (such as incorrect delivery details supplied by the Customer), change of mind after delivery of conforming goods, or goods that have been used, damaged, or altered after delivery, except as otherwise required by the Consumer Protection Act, 2024 (Act 1135).

6.4 Return Shipping Costs

Where a refund is approved on any ground set out in Section 6.1, the cost of returning the goods (where a physical return is required) shall be borne by the Vendor or the Company, as applicable. Where a Customer seeks to return goods for a reason falling outside Section 6.1, the cost of return shall be borne by the Customer.

6.5 Condition of Returned Goods

Save where the return arises from damage, defect, or non-conformity of the goods, returned goods must be unused, in their original condition, and accompanied by their original packaging and accessories, where applicable.

6.6 Non-Refundable Items

Except as otherwise required by the Consumer Protection Act, 2024 (Act 1135), the following categories of goods are not eligible for refund once delivered: perishable goods; goods made or customised to a customer's specification; and digital goods or services that have been fully accessed or delivered.

6.7 Escalation of Denied Refund Requests

Where a refund request is declined, the Customer shall be notified of the grounds for refusal and may escalate the matter in accordance with the dispute resolution procedure set out in Section 11.

7. Vendor KYC and Anti-Money Laundering Policy

7.1 Identity Verification

Prior to activation of a Vendor account, the Vendor shall submit valid government-issued identification (such as a Ghana Card, passport, or driver's licence), a verified phone number and email address, valid payment or settlement account details, and, where the Vendor operates as a registered business, evidence of business registration and relevant operating licences.

7.2 Ongoing Due Diligence

The Company shall conduct risk-based due diligence on Vendors on an ongoing basis and reserves the right to request additional documentation or to conduct enhanced due diligence where a Vendor's transaction pattern, business profile, or other risk indicators warrant further scrutiny.

7.3 Suspicious Activity Reporting

In accordance with the Anti-Money Laundering Act, 2020 (Act 1044) (as amended) and applicable Financial Intelligence Centre (“FIC”) guidelines, the Company shall monitor transactions for indicators of money laundering, terrorist financing, or other financial crime, and shall report suspicious transactions or activities to the FIC or other competent authority where legally required to do so.

7.4 Record Keeping

KYC records and transaction data shall be retained for the minimum period prescribed under Applicable Law and shall be made available to competent regulatory or law enforcement authorities upon lawful request.

8. Vendor Agreement

By registering as a Vendor, the Vendor agrees to the following terms governing their relationship with the Company:

6. Vendor payouts shall be processed following successful completion of an order (including expiry of the applicable dispute or return window) and after deduction of the Platform’s agreed commission and any applicable transaction fees levied by the Payment Service Provider;
7. The Vendor warrants that all listed products and services are lawfully obtainable, accurately described, and free from any third-party intellectual property infringement;
8. The Vendor remains solely responsible for the quality, safety, and legality of goods or services supplied, and shall indemnify the Company against any claim, loss, or liability arising from a breach of this warranty;
9. The Company acts solely as a facilitator of the marketplace transaction and payment flow and is not a party to the underlying sale contract between Vendor and Customer, save as expressly provided in these Policies; and
10. Either party may terminate the Vendor relationship in accordance with the notice provisions of the Vendor onboarding agreement, without prejudice to obligations already accrued.

9. Delivery Partner Agreement

Delivery Partners engaged on the Platform agree to:

- Handle all goods entrusted to them with reasonable care and in a manner that preserves their condition;
- Comply with all applicable traffic, road safety, and licensing laws while performing deliveries;

- Conduct themselves professionally in all interactions with Vendors and Customers;
- Protect the confidentiality of Customer information accessed in the course of delivery, including delivery addresses and contact details, and use such information solely for the purpose of completing the assigned delivery; and
- Promptly report any loss, damage, theft, or delivery exception to the Company through the designated reporting channel.

The Company reserves the right to suspend or terminate the engagement of any Delivery Partner found to be in breach of this Agreement or of Applicable Law.

10. Payment and Escrow Policy

All Customer payments are received by the Company, through its Payment Service Provider, on behalf of Vendors. Funds received in respect of an order are held by the Company in an escrow-style arrangement and are not released to the Vendor until the order has been confirmed as successfully completed by the Customer, the applicable dispute or return window has lapsed without a valid claim, or any dispute raised has been resolved in the Vendor's favour in accordance with Section 11.

Where a dispute is raised, the disputed portion of the funds shall remain held pending resolution. The Company shall process Vendor settlements, net of applicable commissions and Payment Service Provider charges, in accordance with the settlement schedule communicated to Vendors. Nothing in this Policy shall be construed as creating a banking relationship between the Company and any User; the Company's role in holding funds is solely incidental to facilitating marketplace transactions and is conducted in conjunction with its licensed Payment Service Provider.

11. Dispute Resolution

The Company encourages Vendors, Customers, and Delivery Partners to resolve disputes amicably in the first instance through the Platform's in-app support and mediation channels. Where a dispute cannot be resolved amicably within a reasonable period, either party may refer the matter to arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798), or, failing that, to the competent courts of the Republic of Ghana, which shall have exclusive jurisdiction over any unresolved dispute arising out of or in connection with these Policies.

12. Limitation of Liability

To the fullest extent permitted by Applicable Law, the Company shall not be liable for indirect, incidental, or consequential loss arising from a User's use of the Platform, save in respect of fraud, gross negligence, or wilful misconduct on the part of the Company. Nothing in these Policies shall

exclude or limit any liability that cannot lawfully be excluded or limited under the Consumer Protection Act, 2024 (Act 1135) or other Applicable Law.

13. Amendments to These Policies

The Company reserves the right to amend these Policies from time to time to reflect changes in Applicable Law, regulatory guidance, or business operations. Material amendments shall be communicated to Users through the Platform or by email at least fourteen (14) days prior to taking effect, save where an immediate change is required to comply with Applicable Law. Continued use of the Platform after the effective date of an amendment constitutes acceptance of the revised Policies.

14. Contact Information

Questions, requests, or complaints regarding these Policies, including data protection enquiries, may be directed to:

CD Growth Partners Ltd / Helios Global Logistics

Attention: Compliance Officer, CDG Marketplace Platform

Email: info@cdgrowthpartners.com

Address: NYANYANO KAKRABA DOWN

GOMOA EAST DISTRICT, CENTRAL REGION

GHANA.

Tel: 0536188434

These Policies constitute the entire agreement between the Company and Users with respect to the subject matter herein and supersede all prior understandings, whether written or oral.