

# GOFUNDMEAFRICA LTD. (FLUTTERGIVE)

DEVELOPMENT, OWNERSHIP, OPERATION  
AND MANAGEMENT OF SOFTWARE  
APPLICATIONS, WEBSITES, PLATFORM MANAGEMENT,  
DATA MANAGEMENT  
RC NO: 9638310



## Terms of Service

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### Acceptance of Terms

These Terms of Service (the "Terms") constitute a legally binding agreement between you ("you", "user") and GOFUNDMEAFRICA LTD ("Company", "we", "us", "our"), operating the FlutterGive crowdfunding platform (the "Platform").

By accessing, browsing, registering on, or using the Platform in any manner, you agree to be bound by these Terms and by our related policies. If you do not agree, you must not use the Platform.

**Related Policies:** These Terms should be read together with our Privacy Policy, Refund Policy, KYC/AML Policy, Cookie Policy, Content Moderation Policy, and Community Guidelines. In case of conflict, these Terms prevail.

### Platform Nature & Fund Handling

FlutterGive is an inclusive Pan-African crowdfunding platform enabling users to launch cause-based campaigns and contribute securely.

- **Fund Handling:** Donations are collected through our licensed payment partners into a segregated settlement account, separate from GOFUNDMEAFRICA LTD operating funds. Campaign balances are tracked per campaign and held until a KYC-verified organizer requests a withdrawal that is approved by our compliance team. FlutterGive does not commingle campaign funds with operating funds and does not lend, invest, or use campaign funds for any purpose other than disbursing them to the campaign organizer.
- **Not a P2P Transfer Service:** FlutterGive is not an open peer-to-peer money transfer service. Direct user-to-user transfers outside of verified campaign donations are prohibited.

- **Not a Charity:** Donations made through the Platform are voluntary contributions to campaigns. They are not tax-deductible charitable gifts unless the campaign organizer is formally registered as a tax-exempt entity under applicable law.

## Eligibility & Account Responsibilities

**Eligibility:** You must be at least 18 years old and fully capable of entering into a legally binding contract to register or use FlutterGive. By registering, you represent that you meet these requirements. Minors are not permitted to create accounts, initiate campaigns, or receive donations.

**Account Security:** You are responsible for safeguarding your login credentials, providing authentic KYC information, and for all activity under your account. You must notify us immediately of any unauthorized access at [trust@fluttergive.com](mailto:trust@fluttergive.com).

**One Account Per Person:** Creating multiple accounts, using false identities, or sharing accounts is prohibited.

## Campaigns & Giving Policy

| Aspect                       | Policy                                                                                                                                                                                        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permitted                    | Non-equity, cause-based fundraising such as medical aid, emergency relief, educational assistance, community development, SME seed funding, and other verified causes.                        |
| Prohibited Structures        | Equity, shareholding, dividends, debt repayment, interest, financial investment returns, or any financial instrument. Non-monetary tokens of appreciation may be permitted at our discretion. |
| Gifts                        | Contributions are voluntary gifts made without expectation of financial return, equity, or commercial goods/services, except where non-financial tokens of appreciation are offered.          |
| Fees                         | Platform fees, cross-border fees (where applicable), and optional donor tips apply. Full fee structure is available at <a href="https://fluttergive.com/fees">fluttergive.com/fees</a> .      |
| Political Campaigns          | Permitted subject to compliance with applicable electoral laws (see below).                                                                                                                   |
| Linked Beneficiary Campaigns | FlutterGive allows organizers to fundraise on behalf of a named beneficiary. Funds route directly to the beneficiary's verified account after acceptance and KYC.                             |

## Political Campaigns

FlutterGive permits political and electoral campaigns provided they comply with all applicable laws and regulations of the jurisdiction in which the campaign operates.

**Organizer Responsibility:** Organizers of political campaigns are solely responsible for ensuring the campaign complies with applicable electoral laws, including any restrictions on anonymous contributions, donation caps, foreign contributions, or disclosure requirements in their jurisdiction; verifying donor eligibility where required by law; and meeting any reporting or disclosure obligations to electoral authorities.

**Anonymity & Identity Capture:** Donations to political campaigns may be displayed anonymously on the public campaign page. The donor's identity is nevertheless captured by our licensed payment partners (including Flutterwave) for regulatory and anti-money laundering purposes, as required by applicable law. This display-level anonymity does not constitute transactional anonymity.

**Payout Verification:** FlutterGive may contact campaign organizers or donors for additional verification or documentation before processing payouts related to political campaigns. Payouts may be delayed, held, or refused if the organizer is unable to demonstrate compliance with applicable electoral laws.

**Limitation:** FlutterGive does not independently monitor or enforce compliance with local electoral laws across the jurisdictions in which it operates, and is not liable for an organizer's non-compliance with those laws.

## Linked Beneficiary Campaigns

A "Linked Beneficiary Campaign" is one in which the organizer fundraises on behalf of a named beneficiary who is not the organizer. By creating such a campaign, the organizer confirms that the beneficiary has consented to the fundraising and that the beneficiary's name and email address provided are accurate.

**Beneficiary Acceptance:** The named beneficiary receives an email invitation to accept the arrangement. To accept, the beneficiary must create or use their own FlutterGive account, complete KYC verification, and confirm acceptance. Until the beneficiary accepts, no funds may be withdrawn from the campaign. Campaigns may continue to receive donations during this period.

**Disbursement & Payout Routing:** Upon acceptance, funds raised are routed directly to the beneficiary's verified payout account. The organizer cannot withdraw funds from a Linked Beneficiary Campaign. The beneficiary's payout account must match their verified legal identity in line with our KYC and AML standards.

**Disputes:** Private disputes between organizer and beneficiary regarding the campaign's purpose, funds, or conduct are solely between those parties. FlutterGive acts as a neutral platform for fundraising and disbursement and does not mediate private disputes over funds.

**Exception:** This subsection operates as a limited exception to the prohibition on third-party payouts described in the Payouts section below. Routing of funds to a verified, consenting beneficiary is expressly permitted in Linked Beneficiary Campaigns.

## Payouts, KYC & Prohibited Conduct

**Mandatory Withdrawal KYC:** Withdrawals require mandatory identity verification — valid government ID, proof of address issued within 90 days, and live selfie — plus manual compliance

review. To comply with Anti-Money Laundering (AML) standards, payout bank or mobile money details must identically match the verified campaign owner's legal identity, except in Linked Beneficiary Campaigns where funds route to a verified, consenting beneficiary as described in the Campaigns & Giving Policy. Third-party payouts are otherwise prohibited. Unverified accounts will not be disbursed.

**Withdrawal Controls:** Each withdrawal requires email OTP verification and manual admin approval. Withdrawals may be disabled on accounts under investigation, flagged for moderation, or reported by multiple sources as required by our compliance procedures.

**Prohibited Conduct:** Fraudulent campaigns, misrepresentation of fundraising purpose, money laundering, chargeback abuse, sanctions evasion, impersonation, or attempting to compromise platform security will result in immediate account termination, campaign removal, and reporting to law enforcement and applicable regulators.

## Prohibited Content & Activities

To protect donors, creators, and the integrity of our platform, FlutterGive strictly prohibits the following categories of campaigns, users, and activities. Any violation may result in immediate campaign removal, account suspension or termination, and reporting to law enforcement and applicable regulators. We reserve sole discretion to determine whether content violates these rules.

### 6.1 Illegal Drugs & Controlled Substances

Campaigns that promote, sell, distribute, or fundraise for controlled substances, prescription-only medications, or any substance regulated by applicable drug laws — including opioids, benzodiazepines, stimulants, or any drug sold without a valid prescription.

### 6.2 Weapons & Ammunition

Campaigns that promote, sell, distribute, or fundraise for firearms, ammunition, explosives, or other weapons, whether legal or illegal in any jurisdiction.

### 6.3 Financial Fraud & Money Laundering

Money flipping, investment doubling schemes, Ponzi or pyramid structures, fake lotteries, romance scams, advance-fee fraud, unlicensed investment schemes, or any activity intended to launder funds or defraud donors.

### 6.4 Counterfeit Goods & Forged Documents

Counterfeit currency, forged identification, fake passports, fake diplomas, or any reproduction of official documents or branded goods without authorization.

### 6.5 Adult Content & Sexual Services

Pornography, sexual services, escort services, sexual content involving minors, or any content that sexualizes individuals without consent.

## 6.6 Human Trafficking & Modern Slavery

Any campaign or activity that facilitates, promotes, or funds human trafficking, forced labor, child labor, debt bondage, or any form of modern slavery.

## 6.7 Wildlife Trafficking

Trade of endangered species, ivory, rhino horn, tiger bone, pangolin scales, or any product derived from protected wildlife.

## 6.8 Hate Speech, Harassment & Discrimination

Content that promotes or incites violence, hatred, or discrimination based on race, ethnicity, religion, nationality, gender, sexual orientation, disability, or any other protected characteristic.

## 6.9 Impersonation

Impersonating any individual, brand, organization, or public figure without authorization — including fake charity pages, fake medical emergencies involving real people, and misrepresentation of beneficiaries.

## 6.10 Spam & Coordinated Abuse

Creating multiple accounts, posting duplicate campaigns, submitting false reports, or any coordinated attempt to abuse platform features, bypass rate limits, or manipulate discovery algorithms.

## 6.11 Violation of Applicable Law

Any campaign or activity that violates the laws of the Federal Republic of Nigeria (including the Money Laundering (Prevention and Prohibition) Act 2022, the Terrorism (Prevention and Prohibition) Act 2022, and the Nigeria Data Protection Act 2023), international sanctions regimes, FATF requirements, or the laws of the jurisdiction where the campaign or beneficiary is located.

**Enforcement:** We may remove campaigns, freeze withdrawals, suspend or terminate accounts, and cooperate with law enforcement at our sole discretion when we detect a violation of this section. If you see content that violates these rules, please report it using our report form or contact [trust@fluttergive.com](mailto:trust@fluttergive.com).

# Intellectual Property

**Your Content:** You retain ownership of content you upload (campaign stories, images, videos, updates). By uploading, you grant FlutterGive a worldwide, non-exclusive, royalty-free license to display, reproduce, and distribute your content solely for the purpose of operating and promoting the Platform.

**Our Property:** The FlutterGive name, logo, brand, design, code, and all Platform materials are owned by GOFUNDMEAFRICA LTD and protected by applicable intellectual property laws. You may

## Third-Party Payment Terms

Payments on the Platform are processed by licensed third-party payment partners — currently Flutterwave (primary, live) and Paystack (secondary adapter, in development). When you make or receive a payment, you also agree to the applicable terms and privacy policies of the relevant payment partner. FlutterGive is not responsible for the acts or omissions of these third-party processors beyond our contractual controls.

## Limitation of Liability

FlutterGive is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, GOFUNDMEAFRICA LTD shall not be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or campaign objectives.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Nigerian law, including liability for fraud or willful misconduct.

## Indemnification

You agree to indemnify and hold harmless GOFUNDMEAFRICA LTD, its directors, officers, employees, and agents from any claims, damages, losses, liabilities, or expenses (including legal fees) arising from: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any law or third-party right; or (d) any content you upload or campaign you create.

## Account Suspension & Termination

- We may suspend or terminate your account immediately, with or without notice, for violation of these Terms, applicable law, or our related policies.
- You may close your account at any time via the dashboard. Closing your account does not remove our obligation to retain records required by AML law (5 years minimum).
- On termination, pending payouts to a terminated account may be frozen or forfeited where the termination results from fraud or policy violation.
- Provisions on intellectual property, indemnification, limitation of liability, governing law, and dispute resolution survive termination.

## Governing Law & Dispute Resolution

**Governing Law:** These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to conflict-of-laws principles.

**Amicable Resolution:** The parties shall first attempt to resolve any dispute amicably by contacting [legal@fluttergive.com](mailto:legal@fluttergive.com).

**Arbitration:** Any dispute not resolved amicably within 30 days shall be referred to binding arbitration in Nigeria in accordance with the Arbitration and Mediation Act 2023. The seat of arbitration shall be Nigeria, and the language shall be English.

**Consumer Rights:** Nothing in this section affects your right to lodge a complaint with the Federal Competition and Consumer Protection Commission (FCCPC) or the Nigeria Data Protection Commission (NDPC) where applicable.

## Modification of Terms

We may modify these Terms from time to time. Material changes will be notified to registered users via email or prominent notice on the Platform at least 14 days before they take effect. Your continued use of the Platform after the effective date constitutes acceptance of the revised Terms. If you do not agree, you must stop using the Platform and may close your account.

## Related Policies

- Privacy Policy
- Refund & Cancellation Policy
- KYC/AML Policy
- Cookie Policy
- Content Moderation Policy
- Community Guidelines
- Trust & Safety
- Trademark Policy
- Fees & Pricing

## Legal Contact

For questions, legal disclosures, or inquiries regarding these Terms, contact our legal department at [legal@fluttergive.com](mailto:legal@fluttergive.com).