

# Terms and Conditions

Thank you for using Sani Properties Investments website, services or products.

Please read these terms carefully. By using our website or signing up for our services or products, you're agreeing to these terms.

This is a legal agreement and we'll start with the basics, including a few definitions that should help you understand this agreement.

## The Basics

### 1. Definitions

When we say "we", "us", "our", "company" or "SPI Developers", we are referring to Sani Properties Investments (Gh) limited which is a Limited company registered in Ghana with the company number CS029962019.

This includes our company and also any and all employees, directors, shareholders, or contractors that work on company business that have access to any personal data as outlined in our privacy policy or this terms of use page, who require access as fundamental to carrying out their day to day roles. As a company we provide online articles, videos, mentorship, education and access to property opportunities that you can use to purchase Ghana property.

When we say "customer", "client", "visitor", "website visitor", we are referring to the person that is registered with us to use our services or who is a visitor to our website.

When we say "party" or "parties" refers to both the client and ourselves.

When we say "website", "site" or "websites", we are referring to our main domain which is hildencity.com and sanipropertiesgh but this also includes other variants of this which includes but isn't limited to "www.", "gh", ".com" versions. We are also referring to additional domains like our parent known as Sanigroupgh platform, which maybe hosted time to time by a 3rd party provider, but will be branded with SPI Developers logos and styling. We are also referring to any tool bars or browser extensions we create or sponsor which are clearly branded with Sani Properties Investment logo and a statement of sponsorship. All these are applicable to this same privacy policy and our same terms of use as seen on the website or any other platform.



When we say "affiliates", "third parties", "partners" we are referring to other companies that are not part of nor owned by or controlled by Sani Properties Investment Ltd. These are companies that we have a partnership agreement with and any sharing of information is in line with our privacy policy and this terms of use page.

This agreement sets out how we will work and interact together as Sani Properties Investment and you our customer.

These terms of use, including our privacy policy define the terms and conditions under which you are allowed to use our website and our services, and how we'll treat your data and your account while you are a customer. If you have any questions about our terms of use please contact us on our Contact Page.

## 2. Changes

Sani Properties Investments Ltd may change these terms of use from time to time by updating this page. These changes will supersede any previous policies or agreements and the latest version shown here will be applicable in all instances. You should check this page from time to time to ensure that you are happy with any changes. All updates and amendments are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of this agreement or other notice on our website or to you email or by postage.

Continued use of our website and/or services will signify your acceptance of the latest version of terms of use and this agreement.

This Version is #1.02 .

This agreement is effective from 01/01/2023.

## 3. Questions & Concerns

If you have any questions, comments or concerns, please contact us via our Contact Page or on the following

Registered Address: Sani Properties Investment Ltd, 9<sup>th</sup> Floor, Movenpick Emporium.Movenpick Ambassadors Hotel. Accra.



Office Address: Sani Properties Investment. Ohenewaa Apartment. Ohenewaa Street. Adjei Kojo Road. East Legon Hills. Santeo.

Email: [admin@sanipropertiesgh.com](mailto:admin@sanipropertiesgh.com), [admin@saniigroupgh.com](mailto:admin@saniigroupgh.com), [admin@hildencity.com](mailto:admin@hildencity.com)

## Confidentiality & Privacy

### 4. Use of Data & Privacy

We are committed to protecting your privacy and we are registered with the I.C.O. for data protection. As such we have a clearly defined and outlined privacy policy.

#### Your Account

### 5. Extent of services

The extent of the service(s) or product(s) to which you may have access to, will be dependant on your purchase of said item and the terms of that item at the time of purchase, in addition to the respective and timely payment of fees for said item to Sani Properties Investment Ltd.

### 6. Eligibility

In order to purchase any of Sani Properties Investment services or products you must:

be at least eighteen (18) years old and able to enter in to contracts;

complete the sign up process

agree to our terms of use and also where applicable and specific service(s) and/or product(s) terms of use.

provide true, complete and up to date contact information.

By purchasing and using Sani Properties Investment service(s) and/or product(s), you represent and warrant that you meet all the requirements listed above. Sani Properties Investment may refuse service, close accounts of any users, and change eligibility requirements at any time. Any changes to our terms of use will be updated on this page here.

### 7. Term



The term begins when you start using our website or in relation to our paid for service(s) or product(s) when you first make payment or sign up which ever is the earliest.

It continues as long as you use our service.

Signing up to any of our service(s) or product(s) means that you have officially "signed" the terms. If you sign up on behalf of a company or other entity, you represent and warrant that you have the authority to accept these terms of their behalf.

## 8. Closing Your Account

You or Sani Properties Investment may terminate your account and your agreement at any time and for any reason by giving notice to the other party. We may suspend our service to you at anytime, with or without cause. If we terminate your account without cause, we'll refund you a prorated portion of your service or product fee as outlined in our refund terms. We won't refund or reimburse you if there is a cause, due to a fault of your actions or inactions. Like a violation in on our terms of use. Once terminated we may permantely delete your account and all the data associated with it. If you don't login to your account for 12 or more months, we may treat your account as inactive. We may delete your account permanently.

## 9. Account & Password

You are responsible for keeping your account name and password confidential. You are also responsible for any account that you have access to, whether or not you made the initial purchase. You promise not to share your account login details or content. You will promise to immediately notify us of any unauthorised use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only reset your password.

## Payments

### 10. Payment Methods

From time to time we may change our main payment processor. Whenever we do if there is a change to any ways in which your private data will be held or processed by us we will update it on our Privacy Policy Page. Our main payment processors are currently Bank Transfer, Cheque, Cash payment at our office or and card payment..

If you would prefer to pay by an alternate method, you can do so.



## 11. Refunds

Some service(s) and product(s) we provide come with their own relevant refund policy. Where this is applicable it will be explicitly stated on the service(s) or product(s) in question at the time of purchase. Where it is not explicitly stated then our standard refund policy will be applicable, inline with local laws and guidelines, we will provide a 90 day refund policy from the time of purchase. Your rights are not affected.

## 12. V.A.T (Value Added Tax)

Our company is VAT registered and as such will apply VAT to any sales where the sale should attract VAT.

This would be relevant where the sale is to a Ghanaian resident or a property in Ghana. On occasion VAT may not be applicable if you are a company based outside of Ghana, or if you are an individual or a company based outside of Ghana.

To learn more about VAT check out the GRA website [VAT Rates](#).

## Rights

### 13. Proprietary rights owned by us

You will respect our proprietary rights in the website, content used to provide Sani Properties Investment Ghana service(s) and/or product(s) (proprietary rights include patents, trademarks, service marks, trade secrets and copyrights). You will not share for commercial use any of the service(s), product(s) or content and only use these items for your own personal consumption for general information purposes only.

## Links

### 14. Links to this website

You are only permitted to link to our site provided you



comply with these terms and all applicable laws

do not use any of our trademarks, logos or create duplicate content from our site

do not in any way imply that we are endorsing you, your website, or it's products or services

do not misrepresent your relationship with us or present false information about us

do not have content on your website that could be considered distasteful or offensive

#### 15. Links on this website

Our site includes details on, or links through to, other websites, platforms and/or third party services.

We don't control the accuracy or completeness of that information and cannot accept any responsibility for the content of those websites. You take full responsibility for using that information and verifying it and for any decision to use, purchase or refrain from purchasing any of the services or products mentioned on a linked or described site. If you do purchase products or services from another website, please read it's contract and terms of use carefully before deciding to buy. Remember: your contract for those products or services will be with that website or third party company, not us.

When you use other websites, any personal information you give them will be dealt with in line with their privacy policies, not ours, so please read the privacy policies of each and every such website before using them.

Some of the links included on our site are affiliate links. These are links which take you directly or indirectly to a product or service provider and which may result in us receiving a fee or commission as a consequence of you clicking through to it's site or purchasing a product or service from it. However our independence is of paramount importance to us and our selection of links is not influenced by any fee/commission received by these affiliates.

#### Fine Print

#### 16. Limitation of liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of our website, services and products. Including any downloads, use of training materials, consulting, or any other form of content provided by the website, services or products. We and our team won't be liable for any direct, punitive, special or consequential damages under any circumstances, even if they are based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about our services or products will be no more than what you paid us for the use of them.



## 17. warranties

To the maximum extent permitted by law, we provide the material on our website, services and products 'as is'. That means we provide warranties to an extended period of time of our products per your sales and purchase agreement.

## 18. Indemnification

You agree to indemnify and hold us and our team harmless from any losses, including legal fees that result from any claims you make that aren't allowed under these terms of use due to a "limitation of liability" or other provision. You also agree to indemnify and hold us harmless from any losses, including legal fees, that result in third party claims that you or someone using your login details to our products or services, that, if true, would violate any of these terms.

## 19. Survivability

Rights and obligations under this agreement which by their nature are intended to survive termination, including without limitation the indemnification and liability limitations provisions set forth in this agreement, shall remain in full effect after termination or expiration of the agreement.

## 20. Severability

If any provision of this agreement is found, by any court having competent jurisdiction, to be unenforceable, that provision shall be limited to the minimum extent necessary so that this agreement shall otherwise remain in effect to the maximum extent possible.

## 21. Relationship of the parties

Subject to the contrary set forth herein, nothing contained in these terms shall be interpreted or construed to create a partnership, joint venture, employer or agency relationship between the parties hereto, or to impose liability attributable to such relationship upon either party.

## 22. Assignment and delegation



Sani Properties Investment Ltd may assign their rights and obligations under this agreement in connection with a consolidation, merger, acquisition or sale of substantially all of their assets, shares or activities without the prior written consent of the other party.

### 23. Governing law and dispute resolution

The laws of Ghana govern these terms and conditions. By accessing this information, and/or our services and/or products, you consent to these terms of use and to the exclusive jurisdiction of the Ghanaian courts in all disputes arising out of such access.

### 24. Enforcement

Failure of the company to enforce any of the provisions set out in these terms of use, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these terms of use or any agreement or any part thereof, or the right thereafter to enforce each and every provision.

### Disclaimers

#### 25. Disclaimer

The information contained in this Terms of engagement is for general information purposes only and is not and should not be construed as legal, tax or financial advice.

The information here is provided by Sani Properties Investment Ltd and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of profits arising out of, or in connection with, the use of our product.

Every effort is made to keep our websites and products or service up to the highest standard. However, Sani Properties Investment takes no responsibility for, and will not be liable for, the website, products or services being temporarily unavailable due to technical issues beyond our control.





## 26. Products & Services Disclaimer

Property investing, like any investment carries risks. It is important to note that results achieved in property or using any of our services or products are atypical and may vary from user to user.

The information provided directly or indirectly via our products and services is for general information purposes only and is not and should not be construed as legal, tax or financial advice by our company or any of our employees, contractors or representatives.

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