

TERMS AND CONDITIONS

Effective Date: July 15, 2025 | Last Updated: July 15, 2025 | Version 1.0

PLEASE READ THESE TERMS CAREFULLY. These Terms and Conditions ("Terms") govern your access to and use of the website **gwayfoods.com** ("Website") operated by **GWAY FOODS**. By accessing or using our Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use our Website or purchase our Products.

TABLE OF CONTENTS

1. Definitions
2. Acceptance of Terms
3. Eligibility
4. User Accounts & Registration
5. Products & Services
6. Ordering & Payment
7. Pricing & Currency
8. Shipping & Delivery
9. Returns, Refunds & Cancellations
10. Product Quality & Food Safety
11. Intellectual Property
12. User Conduct
13. Admin & Seller Accounts
14. Limitation of Liability
15. Indemnification
16. Disclaimers
17. Termination
18. Governing Law & Jurisdiction
19. Dispute Resolution
20. Force Majeure
21. Modifications to Terms
22. Severability

23. Entire Agreement

24. Contact Information

1. DEFINITIONS

In these Terms and Conditions, the following definitions shall apply unless the context otherwise requires:

- **"Company," "We," "Us," "Our"** – refers to GWAY FOODS, a food products company registered and operating in the Republic of Ghana, manufacturing and selling tomato paste, juices, and related food products.
- **"Website"** – refers to gwayfoods.com, including all its web pages, subdomains, features, and associated digital services.
- **"User," "You," "Your"** – refers to any individual or entity that accesses, browses, registers on, or uses our Website.
- **"Customer"** – refers to a User who places an order or makes a purchase through the Website.
- **"Products"** – refers to all food and beverage items sold through our Website, including but not limited to GWAY Tomato Paste, GWAY Tomato Sauce, GWAY Fruit Juices (such as GWAY Mango Juice, GWAY Pineapple Juice, GWAY Cocktail Juice), and any other products listed on the Website.
- **"Account"** – refers to the registered user profile created on the Website for purchasing, order tracking, and related services.
- **"Admin Account"** – refers to administrative-level accounts used by authorized GWAY FOODS personnel for managing the Website, products, inventory, orders, users, and content.
- **"Order"** – refers to a Customer's request to purchase Products through the Website.
- **"Content"** – refers to all text, images, photographs, graphics, logos, videos, product descriptions, and other materials displayed on the Website.
- **"Personal Data"** – refers to any information relating to an identified or identifiable individual, as defined under the Data Protection Act, 2012 (Act 843) of Ghana.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

2. ACCEPTANCE OF TERMS

By accessing, browsing, registering on, or using our Website in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, along with our Privacy Policy (which is incorporated herein by reference).

Your use of the Website constitutes a legally binding agreement between you and GWAY FOODS. If you are placing an order, completing a registration, or making a payment, you expressly agree to all applicable Terms.

Your continued use of the Website following the posting of any changes to these Terms constitutes your acceptance of those changes. We recommend reviewing these Terms periodically for updates.

3. ELIGIBILITY

To use our Website and purchase Products, you must meet the following requirements:

- You must be at least **eighteen (18) years of age**, or the legal age of majority in your jurisdiction, whichever is higher.
- You must have the legal capacity to enter into binding contracts under the laws of the Republic of Ghana.
- You must provide accurate, current, and complete information during registration and ordering processes.
- You must not have been previously suspended, banned, or removed from the Website by GWAY FOODS for any reason.

If you are using the Website on behalf of a business, corporation, organization, or other legal entity, you represent and warrant that you have the full legal authority to bind that entity to these Terms and Conditions.

4. USER ACCOUNTS & REGISTRATION

4.1 Account Creation

To place orders and access certain features of our Website, you are required to create a user account. During registration, you must provide truthful, accurate, current, and complete information, including but not limited to your full legal name, valid email address, phone number (Ghanaian mobile number), and delivery address.

4.2 Account Security

You are solely and entirely responsible for:

- Maintaining the confidentiality of your account login credentials, including your username and password.
- All activities, transactions, and actions that occur under your account, whether or not you authorized such activities.
- Immediately notifying GWAY FOODS at **gwayfoods@gmail.com** if you become aware of or suspect any unauthorized access to or use of your account.
- Ensuring that your account is used only by you and not shared with any other person.

GWAY FOODS shall not be held liable for any loss, damage, or unauthorized transactions arising from your failure to adequately protect your account credentials.

4.3 Account Information Accuracy

You agree to promptly update your account information to ensure it remains accurate, current, and complete at all times. Inaccurate or outdated information may result in delivery failures, order cancellations, communication failures, or account suspension at our sole discretion.

4.4 Account Suspension & Termination

GWAY FOODS reserves the right to suspend, disable, restrict, or permanently delete your account at our sole discretion, with or without prior notice, for any reason, including but not limited to violation of these Terms, fraudulent or suspicious activity, abusive behavior toward staff or delivery personnel, or inactivity.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

5. PRODUCTS & SERVICES

5.1 Product Descriptions

GWAY FOODS endeavors to provide accurate and detailed descriptions, photographs, ingredient lists, nutritional information, and pricing for all Products listed on the Website. However, we do not warrant that product descriptions, images, colors, or other content are entirely accurate, complete, reliable, current, or error-free. Product images are for illustration purposes and actual products may vary slightly in appearance.

5.2 Product Availability

All Products displayed on the Website are subject to availability. We reserve the right to discontinue any Product at any time without prior notice, limit the quantity available for purchase, and refuse or cancel any order if a Product becomes unavailable, is incorrectly priced, or for any other reason at our discretion.

5.3 Our Product Range

GWAY FOODS currently offers the following categories of products through our Website:

Product Category	Products	Description
Tomato Paste	GWAY Tomato Paste (various sizes: sachets, tins, cans)	Premium quality concentrated tomato paste for cooking
Tomato Sauce	GWAY Tomato Cooking Sauce	Ready-to-use tomato-based cooking sauces
Fruit Juices	GWAY Mango Juice, GWAY Pineapple Juice, GWAY Cocktail Juice, GWAY Fruit Drinks	Natural fruit juices and beverages
Other Products	Additional food products as listed on the Website	Various food items added to our catalog periodically

5.4 Allergen & Dietary Information

While we strive to provide accurate allergen and dietary information on our Website and product packaging, we strongly recommend that customers with food allergies, intolerances, or specific dietary requirements carefully read all product labels upon receipt before consumption. GWAY FOODS shall not be held liable for allergic reactions or adverse health effects resulting from consumption of our Products where allergen and ingredient information has been disclosed on the product packaging.

6. ORDERING & PAYMENT

6.1 Placing an Order

When you place an order through our Website, you are making an offer to purchase the selected Products at the displayed prices. All orders are subject to acceptance by GWAY FOODS. We reserve the right to accept or decline any order, in whole or in part, for any reason, including but not limited to product availability, pricing errors, suspected fraudulent activity, or delivery restrictions.

6.2 Order Confirmation

Upon successful placement of an order, you will receive an order confirmation via email and/or SMS to the contact information associated with your account. This confirmation acknowledges receipt of your order but does not constitute final acceptance. Final acceptance of your order occurs when the Products are dispatched for delivery.

6.3 Accepted Payment Methods

GWAY FOODS accepts the following payment methods as made available on the Website:

- **Mobile Money:** MTN Mobile Money, Vodafone Cash, AirtelTigo Money
- **Bank Transfers:** Direct bank transfers to designated GWAY FOODS bank accounts
- **Debit/Credit Cards:** Visa, Mastercard (where available through our payment gateway)
- **Cash on Delivery:** Available in select delivery areas within Ghana, subject to eligibility
- Any other payment methods as may be offered on the Website from time to time

6.4 Payment Security

All online payment transactions are processed through secure, industry-standard, third-party payment processors. GWAY FOODS does not directly store your full payment card details, bank account numbers, or mobile money PINs on our servers. By completing a payment, you represent and warrant that you are the authorized user of the chosen payment method and that all payment information provided is accurate and valid.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

6.5 Order Cancellation by GWAY FOODS

We reserve the right to cancel any order at any time before dispatch for reasons including but not limited to product unavailability, pricing errors on the Website, suspected fraudulent transactions, inability to verify payment or delivery information, or force majeure events. In the event of cancellation by GWAY FOODS, any payments already received will be refunded in full within a reasonable timeframe using the original payment method.

7. PRICING & CURRENCY

All prices listed on our Website are denominated in **Ghana Cedis (GHS / GHC)** unless otherwise explicitly stated. Prices displayed are inclusive of applicable taxes unless otherwise indicated at checkout.

GWAY FOODS reserves the right to change, modify, or update product prices at any time without prior notice. However, any price changes will not affect orders that have already been confirmed and accepted by us prior to the price change.

While we make every effort to ensure pricing accuracy on our Website, errors may occasionally occur. If we discover a pricing error affecting your order, we will notify you promptly and provide you with the option to either confirm the order at the correct price or cancel it for a full refund.

8. SHIPPING & DELIVERY

8.1 Delivery Coverage

GWAY FOODS currently offers delivery services within the **Republic of Ghana**. Delivery coverage includes major cities, towns, and regions across Ghana. Specific delivery availability and any geographic restrictions will be confirmed during the checkout process based on the delivery address you provide.

8.2 Delivery Timeframes

Estimated delivery times will be provided during checkout and included in your order confirmation. While GWAY FOODS makes every reasonable effort to meet estimated delivery dates, these timeframes are approximations only and are not guaranteed. Actual delivery times may be affected by your geographic location, current order volume, weather conditions, road conditions, transportation disruptions, public holidays, and other factors beyond our reasonable control.

8.3 Delivery Charges

Delivery charges, if applicable, will be calculated based on your delivery location and order details, and will be clearly displayed during checkout before you confirm your order. Free delivery promotions may be

offered from time to time at GWAY FOODS' sole discretion and may be subject to minimum order values or specific terms.

8.4 Risk of Loss & Inspection

Risk of loss and title for Products pass to you upon delivery of the Products to the delivery address specified in your order. You are responsible for inspecting all Products upon delivery and must report any visible damage, missing items, incorrect products, or discrepancies within **twenty-four (24) hours** of receipt by contacting us at **gwayfoods@gmail.com** or calling **+233 53 888 2888**.

8.5 Failed Deliveries

If delivery cannot be completed due to incorrect or insufficient address information provided by you, your unavailability at the delivery address during the delivery attempt, or your refusal to accept the delivery, additional delivery charges may apply for subsequent re-delivery attempts. GWAY FOODS reserves the right to cancel the order after two (2) failed delivery attempts, and any refund in such cases shall be at our sole discretion, minus delivery costs already incurred.

9. RETURNS, REFUNDS & CANCELLATIONS

9.1 Customer-Initiated Cancellations

You may cancel an order before it has been dispatched for delivery by contacting us at **gwayfoods@gmail.com** or by calling **+233 53 888 2888**. You may also attempt cancellation through your account dashboard on the Website. Once an order has been dispatched, cancellation is no longer possible, and the return policy set forth below will apply.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

9.2 Returns Policy

Due to the perishable nature of our food and beverage products, returns are accepted only in the following limited circumstances:

- **Damaged Products:** Products received in a physically damaged, broken, leaking, or otherwise defective condition attributable to transit or manufacturing.
- **Wrong Products:** Products delivered that materially differ from what you ordered (wrong item, wrong variant, wrong quantity).
- **Expired Products:** Products received that have passed their printed expiration or best-before date at the time of delivery.
- **Quality Issues:** Products that do not meet objectively reasonable quality standards upon receipt (e.g., contamination, unusual odor, discoloration not attributable to normal product characteristics).

9.3 Return Process

To initiate a return or report a problem, you must:

1. Contact us within **twenty-four (24) hours** of receiving the delivery via email at **gwayfoods@gmail.com** or by calling **+233 53 888 2888 / +233 20 095 5768**.
2. Provide your full name, order number, a detailed description of the issue, and clear photographic evidence of the problem.
3. Retain the product in its original packaging and condition until the return is reviewed and processed by our team.
4. Cooperate with any additional information requests from our customer service team to resolve the matter.

9.4 Refund Policy

Once a return is approved by GWAY FOODS, refunds will be processed using the original payment method within **seven (7) to fourteen (14) business days** from the date of approval. Resolution options may include:

- Full monetary refund of the Product purchase price to the original payment method
- Replacement of the affected Product(s) at no additional cost
- Store credit for future purchases on gwayfoods.com

Delivery charges are non-refundable unless the return is necessitated by an error or fault attributable to GWAY FOODS.

9.5 Non-Returnable Items

The following are expressly not eligible for return, exchange, or refund:

- Products that have been opened, partially consumed, or used (unless the product is defective)
- Products reported after the twenty-four (24) hour reporting window has elapsed
- Products damaged due to Customer's own mishandling, improper storage, or negligence after delivery
- Products purchased during clearance sales, final sales, or liquidation promotions (unless defective upon delivery)

10. PRODUCT QUALITY & FOOD SAFETY

GWAY FOODS is dedicated to manufacturing and delivering high-quality, safe food products. Our production processes and products comply with applicable food safety regulations, standards, and certifications in Ghana, including those established and enforced by:

- The **Food and Drugs Authority (FDA) of Ghana**
- The **Ghana Standards Authority (GSA)**
- Applicable provisions of the **Public Health Act, 2012 (Act 851)**

FOOD SAFETY NOTICE: Customers are advised to (a) carefully read product labels for ingredients, allergens, and nutritional content before consumption; (b) observe and adhere to expiration dates and best-before dates; (c) store products according to the instructions printed on packaging; and (d) not consume products that appear damaged, tampered with, improperly sealed, or past their expiration date. GWAY FOODS shall not be held liable for any adverse health effects resulting from improper storage, handling, or consumption of products after delivery.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

11. INTELLECTUAL PROPERTY

11.1 Ownership of Content & Trademarks

All Content on the Website, including but not limited to the GWAY FOODS name, GWAY FOODS logo, product brand names ("GWAY"), trademarks, trade dress, product images and photographs, product descriptions, website design and layout, text, software, graphics, icons, audio, and video materials, are the exclusive property of GWAY FOODS or its licensors. All such Content is protected by the copyright, trademark, and intellectual property laws of the Republic of Ghana and applicable international treaties.

11.2 Prohibited Uses

Without the prior express written consent of GWAY FOODS, you shall not:

- Copy, reproduce, distribute, publish, display, broadcast, modify, or create derivative works from any Content on the Website
- Use the GWAY FOODS name, logo, trademarks, or product names for any commercial purpose, advertising, or promotion
- Download, scrape, harvest, or use automated tools to extract content or data from the Website
- Frame, mirror, deep-link, or use meta tags or hidden text incorporating GWAY FOODS' intellectual property
- Reverse engineer, decompile, or disassemble any software, technology, or systems used to operate the Website

11.3 Limited License

GWAY FOODS grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for personal, non-commercial purposes in accordance with these Terms. This license does not grant you any ownership rights in the Website or its Content and may be revoked at any time.

12. USER CONDUCT

By using our Website, you agree to conduct yourself responsibly and lawfully. Specifically, you agree not to:

- Use the Website for any unlawful, fraudulent, deceptive, or malicious purpose
- Provide false, misleading, or inaccurate information during registration, ordering, or any interaction
- Attempt to gain unauthorized access to any portion of the Website, other user accounts, admin systems, databases, or networks

- Upload, transmit, or distribute any viruses, malware, trojan horses, ransomware, or other harmful code
- Interfere with, disrupt, or degrade the Website's functionality, performance, servers, or connected networks
- Place fraudulent orders, use stolen payment methods, or initiate illegitimate payment chargebacks
- Harass, threaten, abuse, defame, or intimidate GWAY FOODS staff, customer service representatives, delivery personnel, or other users
- Resell, redistribute, or commercially exploit GWAY FOODS products purchased through the Website without prior written authorization
- Violate any applicable local, national, or international laws, regulations, or ordinances

Violation of these conduct guidelines may result in immediate account suspension or permanent termination, order cancellation, forfeiture of any pending refunds, and potential civil or criminal legal action.

13. ADMIN & SELLER ACCOUNTS

13.1 Admin Access Authorization

Administrative accounts on the Website are exclusively reserved for authorized GWAY FOODS personnel and are used for managing all aspects of the Website, including product catalog management, inventory control, pricing updates, order processing and fulfillment, customer account management, content management, analytics review, and system administration.

13.2 Unauthorized Access Prohibition

WARNING: Any unauthorized attempt to access, use, or exploit admin-level features, dashboards, databases, or systems of the Website is strictly prohibited and constitutes a criminal offense. Such activity may be prosecuted under the **Cybersecurity Act, 2020 (Act 1038)**, the **Electronic Transactions Act, 2008 (Act 772)**, and other applicable laws of the Republic of Ghana. Violators may face criminal penalties including imprisonment and fines.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE REPUBLIC OF GHANA:

- GWAY FOODS, its directors, officers, employees, agents, suppliers, partners, and affiliates shall not be liable for any **indirect, incidental, special, consequential, exemplary, or punitive damages**, including but not limited to damages for loss of profits, goodwill, data, business opportunity, revenue, or anticipated savings, arising from or related to your use of the Website.
- Our total cumulative liability for any and all claims arising from or related to these Terms or your use of the Website shall not exceed the **total amount actually paid by you to GWAY FOODS for the specific order(s) giving rise to the claim during the six (6) months preceding the claim.**
- We shall not be liable for any delays, failures, interruptions, errors, or omissions in the operation of the Website or delivery of Products caused by factors beyond our reasonable control.

Nothing in these Terms shall exclude or limit our liability for: (a) death or personal injury caused by our proven negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be lawfully excluded or limited under the laws of Ghana.

15. INDEMNIFICATION

You agree to fully indemnify, defend, and hold harmless GWAY FOODS, its directors, officers, employees, agents, contractors, suppliers, and affiliates from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in any way connected with:

- Your access to, use of, or misuse of the Website
- Your breach or violation of any provision of these Terms and Conditions
- Your violation of any applicable law, regulation, or third-party rights
- Any content, information, or materials you submit, post, or transmit through the Website
- Any fraudulent, illegal, or unauthorized activity conducted through or in connection with your account
- Any dispute between you and any third party arising from your use of the Website

16. DISCLAIMERS

THE WEBSITE AND ALL PRODUCTS, SERVICES, CONTENT, FEATURES, AND MATERIALS MADE AVAILABLE THROUGH THE WEBSITE ARE PROVIDED ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY.

GWAY FOODS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement
- Warranties that the Website will operate uninterrupted, error-free, secure, or free from viruses or harmful components
- Warranties regarding the accuracy, reliability, timeliness, or completeness of any information or content on the Website
- Warranties that defects in the Website will be corrected in a timely manner

Your use of the Website and reliance on any information obtained through it is entirely at your own risk.

17. TERMINATION

GWAY FOODS may terminate, suspend, or restrict your access to the Website and/or your account at any time, with or without cause, with or without prior notice, for any reason, including but not limited to breach of these Terms, fraudulent activity, abusive behavior, requests by law enforcement, or discontinuation of the Website or services.

Upon termination, your right to use the Website will immediately cease. Any provisions of these Terms that by their nature should survive termination shall survive, including but not limited to Sections 11, 14, 15, 16, 18, and 19.

You may voluntarily terminate your account at any time by emailing **gwayfoods@gmail.com** with a written request to delete your account. Any existing confirmed orders will be fulfilled in accordance with these Terms.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025

GWAY FOODS

18. GOVERNING LAW & JURISDICTION

These Terms and Conditions shall be governed by, construed, and interpreted in accordance with the laws of the **Republic of Ghana**, without regard to its conflict of law provisions or principles.

The following Ghanaian legislation is particularly applicable to the use of this Website:

Legislation	Relevance
Sale of Goods Act, 1962 (Act 137)	Governs the sale and purchase of goods/products
Data Protection Act, 2012 (Act 843)	Protection of personal data and privacy
Electronic Transactions Act, 2008 (Act 772)	Legal framework for electronic/online transactions
Cybersecurity Act, 2020 (Act 1038)	Cybercrime prevention and digital security
Food and Drugs Authority Act (PNDC Law 305B)	Food safety regulation and standards
Public Health Act, 2012 (Act 851)	Public health and food safety standards
Alternative Dispute Resolution Act, 2010 (Act 798)	Mediation and arbitration procedures

Any legal disputes arising from or related to these Terms shall be subject to the **exclusive jurisdiction of the competent courts of the Republic of Ghana**.

19. DISPUTE RESOLUTION

19.1 Informal Resolution

Before initiating any formal legal proceedings, both parties agree to first attempt to resolve any dispute informally. You may contact GWAY FOODS at **gwayfoods@gmail.com** or call **+233 53 888 2888**. We will endeavor to address and resolve your concern within **thirty (30) business days** of receipt.

19.2 Mediation & Arbitration

If the dispute cannot be resolved through informal means, both parties agree to attempt **mediation** through a mutually agreed-upon mediator in Accra, Ghana. If mediation fails, the dispute shall be referred to and finally resolved by **arbitration** in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798) of Ghana. The arbitration shall take place in Accra, Ghana, shall be conducted in the English language, and the arbitrator's decision shall be final and binding on both parties.

20. FORCE MAJEURE

GWAY FOODS shall not be liable for any failure, delay, or interruption in the performance of its obligations under these Terms due to circumstances or events beyond its reasonable control ("Force Majeure Events"), including but not limited to: natural disasters, epidemics, pandemics, public health emergencies, wars, armed conflicts, terrorism, civil unrest, government actions, sanctions, regulatory changes, strikes, labor disputes, power failures, internet outages, supply chain disruptions, transportation failures, fires, and similar catastrophic events.

21. MODIFICATIONS TO TERMS

GWAY FOODS reserves the right to update, amend, modify, or replace these Terms at any time at our sole discretion. Changes become effective immediately upon posting on the Website with an updated "Last Updated" date. Your continued use of the Website after modifications constitutes acceptance of the revised Terms.

22. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, void, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be severed and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

23. ENTIRE AGREEMENT

These Terms and Conditions, together with our Privacy Policy and any other legal notices, supplemental terms, or policies published on the Website, constitute the entire agreement between you and GWAY FOODS regarding your use of the Website and supersede all prior or contemporaneous communications, proposals, negotiations, and agreements.

TERMS AND CONDITIONS

gwayfoods.com | Effective: July 15, 2025


GWAY FOODS


24. CONTACT INFORMATION

If you have any questions, concerns, complaints, or feedback regarding these Terms and Conditions or your use of the GWAY FOODS Website, please contact us using any of the following methods:

GWAY FOODS — Contact Details


 **Website:** www.gwayfoods.com


 **Email:** gwayfoods@gmail.com

 **Phone:** +233 53 888 2888

 **Alternate Phone:** +233 20 095 5768

 **Location:** Accra, Ghana

 **Business Hours:** Monday – Friday, 8:00 AM – 5:00 PM (GMT)

 **Social Media:** Follow us on Facebook, Instagram, and Twitter @gwayfoods

We aim to acknowledge all inquiries within **two (2) business days** and provide a substantive response within **five (5) business days**.

— END OF TERMS AND CONDITIONS —

Document Version 1.0 | Effective: July 15, 2025

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This document forms a legally binding agreement. Please retain a copy for your records.