

Terms of Service for PaddiPlay Social Wager

Effective Date: [Insert Date]

Version: 1.0

1. Introduction and Acceptance

Welcome to **PaddiPlay Social Wager** ("**PaddiPlay**", "**we**", "**us**", or "**our**"). These Terms of Service ("**Terms**") govern your access to and use of our website, mobile application, and related services (collectively, the "**Platform**"). The Platform enables users to create, join, and compete in peertopeer wagers on verifiable outcomes, as well as to engage in social networking features and skillbased competitions (quizzes, games).

By registering for an account or otherwise using the Platform, you ("**User**" or "**you**") acknowledge that you have read, understood, and agree to be bound by these Terms, our **Privacy Policy**, **Cookie Policy**, **Acceptable Use Policy**, **Responsible Gaming Policy**, and any other policies referenced herein (collectively, the "**Policies**"). If you do not agree, you must not use the Platform.

These Terms constitute a legally binding agreement between you and PaddiPlay Limited ("**Company**"), a company registered in Nigeria with RC No. 9341342, having its registered address at 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria.

2. Eligibility and Account Registration

2.1 Age Requirement

You must be at least 18 years of age to register for an account or use the Platform. By registering, you confirm that you are 18 or older. We may require age verification through our KYC process and reserve the right to suspend or terminate any account found to belong to a person under 18.

2.2 Legal Capacity

You represent that you have the full legal capacity to enter into these Terms and that your use of the Platform does not violate any applicable law or regulation in your jurisdiction.

2.3 Account Registration

To access most features, you must create an account by providing accurate, current, and complete information, including your full name, email address, phone number, and date of birth. You agree to keep this information updated.

2.4 KYC Verification

To deposit funds, place wagers, or withdraw winnings, you must complete our Know Your Customer (KYC) verification process, which may require you to provide:

- Governmentissued identification (passport, driver's licence, national ID)
- National Identification Number (NIN) or Bank Verification Number (BVN)
- Proof of address (if required)
- A selfcaptured photograph (liveness check)

KYC is mandatory for Tier 2 (full) access; see our **Privacy Policy** for how we handle your data.

2.5 One Account Per User

You may only hold one active account. Creating multiple accounts ("syndicates") is strictly prohibited and may result in permanent suspension of all related accounts and forfeiture of funds.

2.6 Prohibited Jurisdictions

You may not use the Platform if you are located in a jurisdiction where online wagering or gaming is prohibited by law. It is your responsibility to determine the legality of using the Platform in your location.

3. Platform Features and Wagering Mechanics

3.1 Types of Wagers

The Platform offers two primary types of wagers:

- **Public Wagers:** Created by PaddiPlay or administrators, open to all eligible users.
- **Private Wagers:** Created by users for their friends or invited participants, with custom outcomes and rules, subject to these Terms.

3.2 Wagering Process

- You select a wager, choose an outcome, and enter a stake amount (minimum ₦100 or equivalent).
- Your stake is immediately deducted from your wallet and held in escrow.
- Once the wager's lock time is reached, no further entries are accepted.
- After the event concludes, the outcome is verified (automatically via data providers or manually by admin).
- The prize pool is calculated after deducting the platform commission (explained below).
- Winning participants receive their share of the prize pool proportionally to their stake.

3.3 Commission and Prize Pool

The platform commission is calculated dynamically as:

- **Commission = MAX (20% of total losingside stakes, 8% of total wager pool)**
- The remaining amount is the prize pool, distributed to winners.

Example: If total pool is ₦10,000 and losing side stakes are ₦4,000, commission = MAX(₦800, ₦800) = ₦800; prize pool = ₦9,200. Winners share ₦9,200 prorata.

3.4 Outcome Resolution

- For sports and other datafeed events, outcomes are determined by trusted thirdparty providers (e.g., APIFootball, SportRadar).
- For entertainment, politics, or custom events, outcomes are determined by PaddiPlayadministrators based on verifiable public sources.
- In case of a dispute, you may raise a dispute within **24 hours** of outcome declaration (see Section 9).

3.5 Invalid Wagers

If a wager fails to attract at least one participant on each outcome before its lock time, the wager is cancelled, and all stakes are refunded to users' wallets, with no commission deducted.

3.6 Responsible Gaming Limits

You may set daily deposit limits, selfexclusion periods, and receive session reminders as described in our **Responsible Gaming Policy**. PaddiPlay reserves the right to impose limits or suspend accounts exhibiting signs of problem gambling.

4. Wallets, Deposits, and Withdrawals

4.1 Virtual Wallet

Each user has a virtual wallet denominated in Nigerian Naira (NGN) and, where enabled, cryptocurrencies (USDT, BTC). Wallet balances are not interestbearing and are not insured.

4.2 Deposits

You may deposit funds via bank transfer, card, USSD, or cryptocurrency (where available). Minimum deposit amounts are displayed on the Platform. Deposits are normally credited within minutes, but may take longer due to processing delays.

4.3 Withdrawals

You may request withdrawal of your available balance (excluding amounts held in escrow for active wagers). Withdrawal options:

- **Bank transfer** (Tier 2 KYC required, minimum ₦1,000, daily limits apply)
- **Airtime** (Nigerian users only, no limit)
- **USDT / BTC** (Tier 2 KYC required, subject to exchange rates and processing fees)

Withdrawal processing times: bank transfers – up to 24 hours; airtime – nearinstant; crypto – up to 12 hours (depending on network confirmation).

4.4 Fees

PaddiPlay does not charge deposit or withdrawal fees, but thirdparty payment processors or blockchain networks may impose fees (e.g., gas fees for crypto). These fees are displayed before you confirm the transaction.

4.5 Account Inactivity

If your account remains inactive (no login) for 12 consecutive months, we may charge a monthly inactivity fee of ₦500 (or equivalent) until the balance is zero or you reactivate the account. We will notify you at least 30 days before the first deduction.

4.6 Escheatment (Unclaimed Balances)

If your account balance remains unclaimed for 7 years after account closure, we may transfer it to the appropriate government authority in accordance with Nigerian law.

5. Social Features and User Content

5.1 User Content

You may create, post, upload, or share content on the Platform, including text, images, videos, and comments ("**User Content**"). You retain ownership of your User Content, but you grant PaddiPlaya worldwide, royaltyfree, nonexclusive licence to host, store, display, reproduce, modify (for formatting), and distribute your User Content solely for the purpose of operating, improving, and promoting the Platform.

5.2 Prohibited Content

User Content must not violate our **Acceptable Use Policy**. Prohibited content includes, but is not limited to: hate speech, harassment, threats, violence, pornography, illegal activities, spam, and content that infringes thirdparty rights.

5.3 Content Moderation

We reserve the right, but have no obligation, to monitor, remove, or edit User Content that violates these Terms or applicable law. We also cooperate with law enforcement and regulatory authorities (including NITDA) regarding illegal content.

5.4 Reporting

If you encounter content that violates these Terms, please report it using the inapp reporting mechanism or by contacting support. We will review and take appropriate action.

6. Prohibited Conduct

You agree **not** to:

1. **Use the Platform for any illegal purpose** or in violation of any applicable law (including gambling laws, antimoney laundering laws, and data protection laws).
2. **Create multiple accounts** or use automated means (bots, scripts) to interact with the Platform.
3. **Engage in collusion or matchfixing** – e.g., coordinating with another user to manipulate wager outcomes or sharing accounts to exploit bonuses.
4. **Exploit bugs, errors, or vulnerabilities** in the Platform to gain an unfair advantage. Report any bugs to us immediately.
5. **Impersonate any person or entity** or provide false information.
6. **Interfere with the security or integrity** of the Platform, including attempting to gain unauthorised access, distributing malware, or launching DDoS attacks.
7. **Copy, reverse engineer, or decompile** any part of the Platform's software.
8. **Use the Platform to transmit unsolicited commercial messages** (spam).
9. **Circumvent responsible gaming controls** (e.g., deposit limits, selfexclusion) by creating new accounts.
10. **Transfer your account** to another person without our prior written consent.

Violation of these prohibitions may result in immediate suspension or termination of your account, forfeiture of funds, and reporting to law enforcement.

7. Intellectual Property

7.1 Platform IP

All intellectual property rights in the Platform, including software, design, graphics, logos, trademarks ("PaddiPlay"), and content created by PaddiPlay, are owned by the Company or its licensors. You may not use our trademarks without our prior written permission.

7.2 User Content Licence

As stated in Section 5.1, you grant us a licence to use your User Content for Platform operations.

7.3 Feedback

If you provide any suggestions, ideas, or feedback regarding the Platform, you assign all rights in such feedback to PaddiPlay, and we may use it without restriction or compensation.

8. Account Suspension and Termination

8.1 Termination by You

You may close your account at any time by contacting support. After closure, any remaining balance (subject to pending wagers) will be paid out within 30 days, minus any applicable fees or liabilities.

8.2 Termination by Us

We may suspend or terminate your account, or restrict access to the Platform, immediately and without notice if:

- You breach these Terms or any Policy.
- We suspect fraudulent, illegal, or harmful activity.
- We are required to do so by law or regulatory authority.
- We discontinue the Platform (with reasonable notice).

8.3 Effect of Termination

Upon termination:

- Your right to use the Platform ceases immediately.
- Any pending wagers will be resolved, and winnings (if any) paid out, subject to commission.
- Your wallet balance (excluding amounts held for active wagers) will be paid out within 30 days, unless the balance is subject to forfeiture due to fraud.
- We may retain certain data for legal compliance (see Privacy Policy).

8.4 Forfeiture

If we terminate your account for fraudulent or illegal activity, we reserve the right to forfeit any balance and refuse all future payouts, and we may report you to relevant authorities.

9. Disputes and Resolution

9.1 Wager Outcome Disputes

If you believe a wager outcome was incorrectly resolved, you must raise a dispute within 24 hours of the outcome being declared. Disputes can be raised via the Platform. Provide any supporting evidence (screenshots, links). Our admin team will investigate and issue a final decision within 7 days. The decision is binding.

9.2 Payment Disputes

For issues with deposits, withdrawals, or wallet balances, please contact support. We will investigate and resolve within 14 days.

9.3 General Disputes (Arbitration)

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform (excluding injunctive relief) shall be resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004. The arbitration shall be conducted in Port Harcourt, Rivers State, in English, by a single arbitrator mutually agreed upon (or appointed by the Lagos Court of Arbitration if the parties cannot agree). Judgment on the arbitration award may be entered in any court having jurisdiction.

Exceptions: Either party may seek injunctive relief from a Nigerian court to protect its intellectual property or prevent unauthorised access.

9.4 Class Action Waiver

You agree to resolve disputes on an individual basis and waive the right to participate in any class, collective, or representative action.

10. Limitation of Liability

10.1 No Liability for User Wagers

PaddiPlay acts solely as a facilitator; we do not participate in wagers and are not responsible for the outcome of any event. You assume full responsibility for your wagers.

10.2 Exclusion of Damages

To the maximum extent permitted by law, in no event shall PaddiPlay, its directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising out of or in connection with your use of the Platform, even if advised of the possibility of such damages.

10.3 Cap on Liability

Our total aggregate liability to you for any claims arising under these Terms shall not exceed the amount of fees paid by you to PaddiPlay in the six months preceding the event giving rise to the claim, or ₦50,000, whichever is lower.

10.4 Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, fire, flood, earthquake, strikes, internet failures, payment processor outages, or regulatory actions.

11. Indemnification

You agree to indemnify, defend, and hold harmless PaddiPlay, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the Platform in violation of these Terms.
- Your violation of any applicable law.
- Your User Content.
- Your dispute with another user.

12. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERRORFREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Amendments

We may amend these Terms from time to time. Material changes will be notified to you via inapp notification or email at least 14 days before they become effective. Your continued use of the Platform after the effective date constitutes acceptance of the amended Terms. If you do not agree, you must stop using the Platform and close your account.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws principles.

15. Miscellaneous

15.1 Entire Agreement

These Terms, together with the Policies, constitute the entire agreement between you and PaddiPlay regarding your use of the Platform and supersede all prior agreements.

15.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.3 Waiver

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

15.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms to any affiliate or successor in connection with a merger, acquisition, or sale of assets.

15.5 Notices

Official notices to you may be sent by email to the address associated with your account or via inapp message. Notices to us must be sent to the address in Section 16.

15.6 Language

The English version of these Terms shall prevail over any translation.

16. Contact Information

PaddiPlay Social Wager

75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Email: [paddiplay01@gmail.com]

Phone: +234

For legal notices or arbitration demands: legal@paddiplay.com (or the same email, marked "Legal").

BY USING PADDIPLAY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

Privacy Policy for PaddiPlay Social Wager

Effective Date:

1. Introduction

PaddiPlay Social Wager (referred to as **"PaddiPlay"**, **"we"**, **"us"** or **"our"**) is committed to protecting and respecting your privacy. This Privacy Policy explains how we collect, use, store, share, and protect your personal data when you access or use our website, mobile application, and related services (collectively, the **"Platform"**).

This Policy is prepared in compliance with the **Nigeria Data Protection Act 2023 (NDPA)**, the **Nigeria Data Protection Commission General Application and Implementation Directive (GAID) 2025**, and other applicable laws and regulations, including the guidelines of the **National Lottery Regulatory Commission (NLRC)**, the **Central Bank of Nigeria (CBN)** for financial transactions, and the **National Information Technology Development Agency (NITDA)** for content moderation.

By creating an account or continuing to use PaddiPlay, you acknowledge that you have read, understood, and agreed to the terms of this Privacy Policy.

2. Definitions

Term	Definition
Personal Data	Any information relating to an identified or identifiable natural person ("data subject").
Sensitive Personal Data	Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or a natural person's sex life or sexual orientation.
Processing	Any operation performed on personal data, whether automated or manual, including collection, recording, organisation, storage, adaptation, retrieval, consultation, use, disclosure, restriction, erasure or destruction.
Data Controller	PaddiPlay Social Wager – the entity that determines the purposes and means of processing your personal data.
Data Processor	A third party that processes personal data on behalf of the Data Controller (e.g., cloud hosting provider, payment gateway, KYC service).
Data Subject	You – the individual whose personal data is processed.
Data Protection Officer (DPO)	The person or external organisation appointed to oversee our data protection compliance.
Data Protection Compliance Organisation (DPCO)	An organisation licensed by the NDPC to provide data protection compliance services.
Consent	Any freely given, specific, informed and unambiguous indication of your wishes by which you agree to the processing of your personal data.
NDPC	Nigeria Data Protection Commission.

NLRC National Lottery Regulatory Commission.

GAID General Application and Implementation Directive 2025.

3. Information We Collect

We may collect, use, store and transfer the following categories of personal data:

3.1 Identity Data

- Full name (first name and last name)
- Username / display name (PPID – PaddiPlay User ID)
- Profile photo (optional)
- Date of birth (for age verification)

3.2 Contact Data

- Email address
- Mobile phone number
- Postal address (optional – for KYC or prize delivery)

3.3 KYC & Verification Data (Sensitive Personal Data)

- National Identification Number (NIN) – hashed or encrypted at rest
- Bank Verification Number (BVN) – hashed or encrypted at rest
- Copies of government issued ID (passport, driver's licence, national ID card)
- Self captured photograph (liveness check / facial image)
- Verification status and reference numbers from thirdparty KYC providers (Youverify, Smile Identity)

3.4 Financial Data

- Wallet balance (NGN, USDT, BTC)
- Deposit and withdrawal history (amounts, dates, methods)
- Transaction references (internal and payment processor references)
- Bank account details (account name, number, sort code – for withdrawals)
- Crypto wallet addresses (USDT / BTC – for crypto withdrawals)

3.5 Social Activity Data

- Posts, comments, likes, shares, and reactions you create
- Friend / follow lists
- Groups or private wager rooms you join or create
- Wager creation, participation, and outcome history

3.6 Communication Data

- Inapp messages between users
- Customer support tickets and chat transcripts
- Email correspondence with us
- Responses to surveys or feedback forms

3.7 Technical Data

- IP address

- Device identifiers (e.g., IMEI, advertising ID, MAC address)
- Browser type, version, and language settings
- Operating system and version
- Mobile network information (carrier, signal strength)
- Time zone settings
- Log files (access times, pages viewed, clickstream data)

3.8 Location Data

- Approximate location based on IP address (for compliance and fraud detection)
- Precise GPS location (only if you explicitly consent, e.g., for locationbased promotions)

3.9 UserGenerated Content (Media)

- Images and videos uploaded to your profile or posts
- Content you share within the Platform

3.10 Usage Analytics Data

- How you interact with the Platform (feature usage, session duration, navigation paths)
- Crash reports and performance data
- Referral source (how you found PaddiPlay)

4. How We Collect Your Data

We collect your personal data through the following methods:

Method	Description
Direct interactions	You provide data when you register, complete KYC, place wagers, post content, message other users, or contact support.
Automated technologies	As you navigate the Platform, we automatically collect Technical Data, Usage Data, and Location Data via cookies, server logs, and similar technologies.
Third parties	We receive data from payment processors (Flutterwave, Paystack), KYC providers (Youverify, Smile Identity), and analytics services (Mixpanel, Google Analytics).
Public sources	We may supplement your data with publicly available information (e.g., for KYC verification or fraud prevention).

5. Purpose of Processing and Lawful Basis

We process your personal data for the following purposes, relying on the lawful bases indicated:

Purpose	Lawful Basis (NDPA / GAID)	Explanation
Account creation and management	Contractual necessity	Required to set up and maintain your user account.

KYC and age verification	Legal obligation (NLRC), Legitimate interest (fraud prevention), Consent (for biometric data)	We must verify your identity and age to comply with gaming regulations and prevent underage wagering.
Processing wagers and payouts	Contractual necessity	Needed to execute your wagers, calculate commissions, and distribute winnings.
Financial transactions (deposits, withdrawals)	Contractual necessity, Legal obligation (AML)	To process payments, prevent money laundering, and comply with financial regulations.
Social features (feed, posts, messaging)	Contractual necessity	To enable core social interactions on the Platform.
Personalisation (feed ranking, recommendations)	Legitimate interest	To improve your experience by showing relevant content and wagers.
Fraud detection and prevention	Legitimate interest, Legal obligation (AML)	To detect collusion, fake accounts, money laundering, and other prohibited activities.
Responsible gaming enforcement	Legal obligation (NLRC), Legitimate interest	To enforce deposit limits, selfexclusion, and coolingoff periods.
Dispute resolution	Contractual necessity, Legitimate interest	To investigate and resolve wager outcome disputes and payment issues.
Platform security and integrity	Legitimate interest, Legal obligation	To protect against unauthorised access, DDoS attacks, and data breaches.
Customer support	Contractual necessity, Legitimate interest	To respond to your inquiries and resolve technical or account issues.
Service improvement and analytics	Legitimate interest	To analyse usage trends, fix bugs, and enhance Platform features.
Legal compliance (NDPC, NLRC, CBN, NITDA)	Legal obligation	To comply with court orders, regulatory requests, and applicable laws.
Marketing (with your consent)	Consent	To send you promotional offers, newsletters, or event invitations. You may opt out at any time.
Automated decisionmaking (fraud scoring)	Legitimate interest, Contractual necessity	We use automated rules to flag suspicious transactions. You have the right to request human review (see Section 12).

Special note on Sensitive Personal Data (e.g., biometric KYC):

We process sensitive data only with your explicit consent, which you provide when you undergo the KYC verification process. You may withdraw your consent at any time, but this will restrict your ability to withdraw funds or place certain wagers.

6. Cookies and Similar Technologies

We use cookies, web beacons, and similar tracking technologies to enhance your experience and analyse usage. For detailed information, please see our separate Cookie Policy. In summary:

Type of Cookie	Purpose	Retention
Essential cookies	Authentication, security, load balancing. Cannot be disabled.	Session to 1 year
Functional cookies	Remember your preferences (language, feed filters).	Up to 1 year
Analytics cookies	Google Analytics, Mixpanel – track usage patterns.	Up to 2 years
Advertising / marketing cookies (future use)	Shown only after you opt in.	Up to 2 years

You can manage your cookie preferences via your browser settings or our consent banner.

7. Data Sharing and Disclosure

We may share your personal data with the following categories of recipients, for the purposes indicated:

Recipient Category	Examples	Data Shared	Purpose
Service providers (processors)	AWS (cloud hosting), Flutterwave, Paystack (payment processing), Youverify, Smile Identity (KYC), Twilio, Termii (SMS), Firebase (push notifications), SendGrid (email), Mixpanel, Amplitude (analytics), Sentry (error tracking)	Account info, transaction amounts, verification documents, device data	To provide core Platform functionalities.
Regulatory and law enforcement authorities	NDPC, NLRC, CBN, NITDA, EFCC, NFIU, courts	As required by law or court order	To comply with legal obligations, respond to subpoenas, or enforce our rights.
Other users	Your friends, followers, and participants in wagers	Your username, profile photo, posts, comments, wager participation (but not your real name, email, phone, wallet balance)	To enable social features and wagering. Your privacy settings control visibility.
Professional advisers	Lawyers, auditors, insurers	Limited to the scope of their engagement	To obtain legal advice, audit compliance, or manage insurance claims.
Business transferees	Any successor in a merger, acquisition, or asset sale	All relevant data	To continue Platform operations. You will be notified of any such transfer.

We do NOT sell or rent your personal data to third parties for their own marketing purposes.

8. CrossBorder Data Transfer

Your personal data may be transferred to and processed in countries outside Nigeria, including but not limited to the United States, Germany, Ireland, and Singapore, where our service providers maintain servers.

When we transfer your data outside Nigeria, we ensure appropriate safeguards are in place, as required by the NDPA and GAID:

- The destination country is recognised by the NDPC as having adequate data protection laws; or
- We implement Standard Contractual Clauses (SCCs) approved by the NDPC; or
- We obtain your explicit consent after informing you of the potential risks.

You may request a copy of the SCCs or other safeguard documents by contacting our Data Protection Officer.

9. Data Retention

We keep your personal data only for as long as necessary to fulfil the purposes for which it was collected, including for legal, accounting, or reporting requirements.

Data Category	Retention Period
User account data	5 years after account closure (or longer if required by NLRC).
Transaction records	7 years (NLRC and AML regulatory requirement).
KYC documents	5 years after account closure (or as required by NLRC).
Social content (posts, comments)	Indefinitely while your account is active. After deletion, up to 30 days in backup.
Chat / message history	2 years from last message.
Usage logs (IP, device info)	2 years.
Fraud investigation records	5 years.
Cookie data	As specified in Section 6.

After retention periods expire, we will securely delete or anonymise your data.

10. Your Rights Under the NDPA and GAID

Under Nigerian data protection law, you have the following rights:

10.1 Right to Access

You may request a copy of the personal data we hold about you, free of charge (subject to reasonable limits). We will respond within one month.

10.2 Right to Rectification

You may request that we correct any inaccurate or incomplete personal data.

10.3 Right to Erasure (Right to be Forgotten)

You may request deletion of your personal data where:

- The data is no longer necessary for the purposes for which it was collected;

- You withdraw consent and there is no other legal basis for processing;
- You object to processing based on legitimate interests and we have no overriding grounds;
- The processing is unlawful.

We may retain certain data for legal compliance (e.g., transaction records for 7 years).

10.4 Right to Restriction of Processing

You may ask us to stop actively processing your data (e.g., while we verify its accuracy). Restricted data will be stored but not used.

10.5 Right to Data Portability

You have the right to receive your personal data in a structured, commonly used, machine-readable format (e.g., JSON, CSV) and to transmit it to another controller, where processing is based on consent or contract and carried out by automated means.

10.6 Right to Object

You may object to processing based on our legitimate interests (including profiling). We will stop processing unless we demonstrate compelling legitimate grounds.

10.7 Right to Withdraw Consent

Where processing is based on your consent (e.g., marketing emails, biometric KYC), you may withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing before withdrawal.

10.8 Right to Lodge a Complaint

You have the right to lodge a complaint with the **Nigeria Data Protection Commission (NDPC)** at:

- Website: <https://ndpc.gov.ng>
- Email: info@ndpc.gov.ng
- Address: 11 Suleiman Barau Street, Asokoro, Abuja.

10.9 Right to Avoid Automated Decision Making

You have the right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you, unless:

- It is necessary for entering into or performing a contract;
- It is authorised by law; or
- You give explicit consent.

We use automated fraud detection systems (e.g., rules engine) that may block transactions. You may request human intervention, express your point of view, and contest the decision by contacting our Data Protection Officer.

11. How to Exercise Your Rights

To exercise any of the above rights, please contact our Data Protection Officer (see Section 19). We may need to verify your identity before processing your request. We will respond within one month (or up to two months for complex requests, with notification).

12. Automated Decision Making and Profiling

We use automated systems to:

- Calculate commission and prize pools.
- Detect suspicious betting patterns (fraud rules engine).
- Enforce responsible gaming limits (deposit caps, self-exclusion).

- Rank your feed and recommend wagers.

These decisions are based on objective criteria (e.g., stake size, velocity, win ratio). If you believe an automated decision has materially affected you (e.g., your account was wrongly flagged for fraud), you may request a manual review by contacting our support team.

13. Security of Your Data

We implement appropriate technical and organisational measures to protect your personal data against unauthorised access, alteration, disclosure, or destruction:

Measure	Description
Encryption in transit	TLS 1.3 for all data transmitted between your device and our servers.
Encryption at rest	AES256 encryption for databases, backups, and file storage.
Password hashing	User passwords are hashed using bcrypt (cost factor 12) – never stored in plaintext.
Access controls	Rolebased access control (RBAC) and leastprivilege principle for employees and contractors.
Multifactor authentication	Required for all admin and senior staff accounts.
Logging and monitoring	Centralised logging with anomaly detection; immediate alerting for suspicious activity.
Regular testing	Quarterly penetration tests, annual vulnerability scans, and code reviews.
Data minimisation	We collect only data necessary for the stated purposes.

Despite these measures, no method of transmission over the internet is 100% secure. You are responsible for keeping your login credentials confidential.

14. Data Breach Notification

In the event of a personal data breach that is likely to result in a risk to your rights and freedoms, we will:

1. Notify the Nigeria Data Protection Commission (NDPC) within 72 hours of becoming aware of the breach.
2. Inform affected users without undue delay, providing:
 - A description of the breach (nature, categories of data involved).
 - Likely consequences.
 - Measures taken or proposed to mitigate harm.
3. Maintain a record of all breaches (regardless of impact) for at least 3 years, as required by the NDPC.

You will be notified via inapp message, email, or SMS, depending on the severity and urgency.

15. Children's Privacy

PaddiPlay is not intended for children under 18 years of age. We do not knowingly collect personal data from minors. If we discover that a user is under 18, we will:

- Immediately suspend the account.
- Delete all associated personal data, except what we are required to retain for legal or regulatory reporting.
- Notify the user (or a parent/guardian if contact information is available).

We use automated ageverification checks (KYC) and encourage users to report suspected underage accounts.

16. ThirdParty Links and Services

Our Platform may contain links to thirdparty websites, applications, or services (e.g., payment gateways, social media logins). We are not responsible for the privacy practices of those third parties. When you leave our Platform, you are subject to their privacy policies. We encourage you to read them.

17. Data Protection Officer (DPO) / Data Protection Compliance Organisation (DPCO)

PaddiPlay has appointed Data Protection Officer as required by the NDPA and GAID (or retained a licensed Data Protection Compliance Organisation). You can contact our DPO/DPCO for any privacyrelated matters using the details in Section 19.

The DPO is responsible for:

- Monitoring compliance with this Privacy Policy and applicable laws.
- Conducting Data Protection Impact Assessments (DPIAs) for new highrisk processing activities.
- Acting as the contact point for the NDPC and for data subjects.

18. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, legal requirements, or Platform features. The “Effective Date” at the top of this page will be revised. Material changes will be notified to you via inapp banner or email at least 14 days before they take effect, where required by law.

Your continued use of the Platform after the effective date constitutes acceptance of the updated policy.

19. Contact Us

For any questions, requests, or complaints regarding this Privacy Policy or your personal data, please contact our **Data Protection Officer**:

PaddiPlay Social Wager

Email: [info@paddiplay.com] or [paddiplay01@gmail.com]

Postal address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Phone: +234

Data Protection Officer (DPO):

Email: [dpo@paddiplay.com]

(Please mark “FAO Data Protection Officer” in the subject line.)

You also have the right to lodge a complaint with the Nigeria Data Protection Commission (NDPC) at the contact details provided in Section 10.8.

This Privacy Policy is dynamic and will be reviewed at least annually or whenever there is a material change in our processing activities. Please check back regularly.

Responsible Gaming Policy for PaddiPlay

Effective Date:

Version: 1.0

Crossreference: This policy forms part of the PaddiPlay Terms of Service and is required by the National Lottery Regulatory Commission (NLRC) as a condition of our gaming licence.

1. Our Commitment

PaddiPlay Social Wager ("**PaddiPlay**", "**we**", "**us**", or "**our**") is committed to providing a safe, transparent, and responsible environment for social wagering. We recognise that while most users engage in wagering as a form of entertainment and friendly competition, a small minority may experience harm from excessive or uncontrolled wagering.

Our core principles:

- Wagering is entertainment, not a way to earn income.
- No user should wager more than they can afford to lose.
- We provide tools and information to help you stay in control.
- We actively monitor for signs of problem gambling and take appropriate action.
- We cooperate with regulated selfexclusion schemes and support organisations.

This Responsible Gaming Policy explains the tools we offer, how we enforce responsible gaming limits, and where you can seek help if you or someone you know has a gambling problem.

2. Age Verification and Underage Prevention

Under no circumstances may anyone under 18 years of age use the Platform. We take proactive measures to prevent underage access:

- **Age declaration:** During registration, you are required to confirm you are 18 or older.
- **Date of birth verification:** We collect your date of birth and crossreference it with identity documents during KYC.
- **Thirdparty age checks:** Where required, we may use external services to verify your age.
- **Ongoing monitoring:** If we suspect a user is under 18 (e.g., behaviour patterns, report from another user), we will suspend the account and request proof of age.
- **Parental controls:** We encourage parents to use commercially available filtering software to block minors from accessing our Platform.

If you become aware of an underage user on PaddiPlay, please report them immediately to [responsible@paddiplay.com].

If we discover a user is under 18, we will:

- Immediately suspend the account.

- Return any remaining balance to the original payment method (where feasible).
- Permanently close the account and delete all personal data, except as required for legal or regulatory reporting.

3. Responsible Gaming Tools Available to You

We provide a range of tools within the Platform to help you manage your wagering activity. All tools are accessed via your account settings under “Responsible Gaming.”

3.1 Deposit Limits

You may set a limit on the total amount of deposits you can make into your wallet over a specified period.

Limit Type	Options	Default	Change Rules
Daily deposit limit	₦500 – ₦100,000 (or custom amount within range)	None (unlimited)	Can be decreased immediately; any increase requires a 24hour coolingoff period.
Weekly deposit limit	₦5,000 – ₦500,000 (or custom)	None	Same as above.
Monthly deposit limit	₦20,000 – ₦2,000,000 (or custom)	None	Same as above.

Once a limit is reached, any further deposit attempts will be blocked until the next period. You will receive a notification when you are approaching 80% of your limit.

3.2 Loss Limits

You may set a limit on the net amount you can lose (total stakes minus winnings) over a period.

Limit Type	Options	Change Rules
Daily loss limit	₦500 – ₦50,000	Decrease immediately; increase after 24 hours.
Weekly loss limit	₦2,000 – ₦200,000	Same as above.
Monthly loss limit	₦10,000 – ₦1,000,000	Same as above.

3.3 Session Time Reminders (Reality Check)

You can enable optional session reminders that will appear at intervals you choose (e.g., every 30 minutes, 1 hour). Each reminder will show:

- How long you have been logged into the Platform.
- Your net win/loss for the current session.

- Options to continue, take a break, or log out.

3.4 Wager Limits

You may set a maximum stake per wager (e.g., ₦1,000, ₦5,000, ₦10,000). This prevents you from accidentally wagering more than you intend.

3.5 TimeOut (CoolingOff) Periods

A timeout is a short break from the Platform. During a timeout, you cannot place wagers, deposit funds, or send messages, but your account remains open, and you may still withdraw funds.

Duration	How Many Times	Effect
24 hours	Unlimited	Automatic lift after period ends.
7 days	Once per 30 days	Automatic lift; you may not cancel early.
30 days	Once per 90 days	Automatic lift; you may not cancel early.

To activate a timeout, go to Settings → Responsible Gaming → TimeOut.

3.6 SelfExclusion (LongTerm Break)

Selfexclusion is a longerterm, more serious step for users who feel they need a prolonged break from wagering. You can choose one of the following durations:

Duration	Minimum CoolingOff Before Reopening Account
1 month	1 month after expiry, you must contact support to reopen.
3 months	3 months after expiry.
6 months	6 months after expiry.
1 year	1 year after expiry.
Permanent	Irreversible – you may never regain access.

During selfexclusion:

- You may not log into your account.
- You may not place any wagers.

- You may not deposit funds.
- You may still withdraw any remaining balance (you will need to contact support to facilitate withdrawal).
- You will be removed from all marketing mailing lists.
- We will use reasonable efforts to prevent you from opening a new account (e.g., matching by name, email, phone, device ID, IP address).

To selfexclude permanently, contact our support team or email [responsible@paddiplay.com]. You will be asked to confirm your identity. Once confirmed, the exclusion is irreversible.

3.7 Account Closure for GamblingRelated Reasons

If you wish to close your account permanently because you believe you have a gambling problem (or for any reason), you may do so via Settings → Account → Close Account. You will be required to confirm your decision and consent to the forfeiture of any pending bonuses. Your remaining balance will be returned to you within 30 days, subject to any pending wagers being resolved.

4. Monitoring and Intervention

We continuously monitor user accounts for patterns that may indicate problem gambling, such as:

- Rapid escalation of stake amounts.
- Chasing losses (immediately placing larger wagers after a loss).
- Multiple deposit attempts after hitting deposit limits.
- Wagering for extended periods without breaks.
- Complaints from friends or family members.

If our automated systems flag your account, we may:

- Send you a responsible gaming reminder via email or inapp notification.
- Temporarily pause your account and require you to acknowledge our responsible gaming information before continuing.
- Impose temporary deposit or wager limits.
- Contact you (by phone or email) to discuss your activity.
- In extreme cases, suspend your account and refer you to a counselling service.

We also participate in any applicable national selfexclusion schemes. If you are registered on a national selfexclusion list, we will block your account (and any attempts to create a new one) for the duration of your exclusion.

5. ThirdParty Support Organisations (Nigeria)

If you feel that your wagering is becoming a problem, or if you are concerned about a family member or friend, we strongly encourage you to contact one of the following free, confidential support services:

Organisation	Services	Contact
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National Lottery Regulatory Commission (NLRC) Responsible Gaming Unit	Information, guidance, and referral.	
Gambling Therapy – Nigeria	Free online support groups, counselling, selfhelp tools.	
Mental Health Foundation Nigeria	General mental health support, including gambling addiction.	
Federation of Responsible Gambling Practitioners (FRGP) – Nigeria	Directory of certified counsellors specialising in gambling addiction.	
BeGambleAware (International)	Online resources, selfassessment test, live chat.	[begambleaware.org]

If you are outside Nigeria, please seek support from your local gambling addiction helpline (e.g., GamCare in the UK, Gamblers Anonymous globally).

6. SelfAssessment Questionnaire

If you are unsure whether your wagering habits are healthy, answer these questions honestly:

1. Do you ever wager more than you can afford to lose?
2. Have you ever lied to friends or family about how much you wager?
3. Do you find yourself thinking about wagering when you are doing other activities?
4. Have you ever chased losses (wagered more to try to win back money you lost)?
5. Have you borrowed money to fund your wagering?
6. Have you neglected work, study, or family obligations because of wagering?
7. Have you tried to cut down or stop wagering but found you could not?

If you answered “yes” to one or more questions, you may be at risk of developing a gambling problem. Please consider using our responsible gaming tools or contacting a support organisation.

7. Marketing and Advertising

We will not target advertising to:

- Users who have selfexcluded.
- Users who have set low deposit limits.
- Anyone known to be under 18.

Our marketing communications will always include responsible gaming messaging (e.g., “Wager responsibly. For entertainment only.”) and an option to unsubscribe from future marketing.

We do not use aggressive or misleading advertising (e.g., “guaranteed wins,” “riskfree wagering”). Any offers or bonuses will clearly state terms and conditions, including any wagering requirements.

8. Employee Training

All PaddiPlay employees (including customer support, moderation, and management) receive training on:

- Recognising signs of problem gambling.
- How to direct users to responsible gaming tools.
- How to escalate serious cases to the responsible gaming officer.
- The prohibition of wagering by employees on the Platform (for those with access to nonpublic information).

Our designated **Responsible Gaming Officer** is: [Name / Title], reachable at [responsible@paddiplay.com].

9. Reporting and Compliance

We file regular reports with the NLRC regarding the effectiveness of our responsible gaming measures, including:

- Number of users who set deposit limits.
- Number of selfexclusions (by duration).
- Number of account closures for gamblingrelated reasons.
- Any significant intervention actions.

We also cooperate with the NLRC and other regulators on any inquiries or audits.

10. Changes to This Policy

We may update this Responsible Gaming Policy from time to time to reflect changes in law, regulatory guidance, or our practices. The “Effective Date” at the top will be revised. Material changes will be notified to you via inapp notification or email.

11. Contact Us

For questions, assistance with responsible gaming tools, or to report a concern about yourself or another user:

PaddiPlay Social Wager – Responsible Gaming

Email: [responsible@paddiplay.com]

Address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Phone:

If you wish to speak anonymously, you may use the support chat and ask to speak with the Responsible Gaming Officer.

BY USING PADDIPLAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS RESPONSIBLE GAMING POLICY AND AGREE TO USE OUR TOOLS AND RESOURCES TO WAGER RESPONSIBLY.

Anti-Money Laundering (AML) & Counter-Financing of Terrorism (CFT) Policy for PaddiPlay

Effective Date:**Version:** 1.0

Crossreference: This policy forms part of the PaddiPlay Terms of Service and is required under the National Lottery Regulatory Commission (NLRC) licensing conditions, the Money Laundering (Prohibition) Act 2022 (as amended), the Terrorism (Prevention) Act, and guidelines issued by the Central Bank of Nigeria (CBN) and the Nigerian Financial Intelligence Unit (NFIU).

1. Policy Statement

PaddiPlay Social Wager ("**PaddiPlay**", "**we**", "**us**", or "**our**") has a zerotolerance approach to money laundering, terrorist financing, proliferation financing, and any other financial crime. We are committed to complying with all applicable antimoney laundering and counterfinancing of terrorism (AML/CFT) laws and regulations in Nigeria.

This policy sets out the measures we take to prevent, detect, and report suspicious activities on our Platform. All users, employees, contractors, and thirdparty service providers must adhere to this policy.

Key commitments:

- Conducting robust customer due diligence (KYC/KYB).
- Monitoring transactions for suspicious patterns.
- Reporting suspicious transactions to the NFIU.
- Maintaining records for the required periods.
- Training all relevant staff on AML/CFT obligations.
- Appointing a designated AML Compliance Officer.

2. Scope and Applicability

This policy applies to:

- All users of the PaddiPlay Platform (whether individuals or entities).
- All employees, contractors, and temporary staff of PaddiPlay.
- Any thirdparty service providers that process payments, verify identities, or otherwise facilitate financial transactions on our behalf.

Violation of this policy may result in account suspension, permanent ban, forfeiture of funds, and reporting to law enforcement or regulatory authorities.

3. Definitions

Term	Definition
Money laundering	The process of concealing the origins of money obtained through illegal activities so that it appears to come from legitimate sources (as defined under the Money Laundering (Prohibition) Act).
Terrorist financing	Providing funds or financial support to individuals or groups engaged in terrorist activities (as defined under the Terrorism (Prevention) Act).
Proliferation financing	Providing funds or financial services for the development or spread of weapons of mass destruction.
Customer Due Diligence (CDD)	The process of identifying and verifying the identity of a customer before allowing them to use the Platform, particularly for financial transactions.

Enhanced Due Diligence (EDD)	Additional verification measures applied to higherrisk customers (e.g., politically exposed persons, users from highrisk jurisdictions).
Suspicious Transaction	A transaction that is inconsistent with a user's known legitimate business or personal activities, or that has no apparent economic rationale.
NFIU	Nigerian Financial Intelligence Unit – the government body responsible for receiving, analysing, and disseminating financial intelligence.
PEP	Politically Exposed Person – an individual entrusted with a prominent public function, their family members, and close associates.
Sanctions List	Lists of individuals, entities, or countries subject to financial sanctions by the United Nations, Nigerian government, or other recognised bodies.

4. Customer Due Diligence (CDD) and KYC

We operate a **riskbased** CDD framework. No user may deposit funds, place wagers, or withdraw winnings without completing the required level of due diligence.

4.1 Tiered KYC

Tier	Requirements	Features Allowed	Daily Withdrawal Limit
Tier 0 (Preregistration)	Accept Terms and Conditions	Browse wagers, view public content	₦0 (cannot withdraw)
Tier 1 (Basic)	Full name, phone number, email, date of birth	Deposit, place wagers, use social features	₦50,000
Tier 2 (Full)	Tier 1 + NIN or BVN, governmentissued ID, liveness check, proof of address (if required)	All features, including larger withdrawals	₦500,000 (may be increased upon request and additional verification)

Note: Tier 2 is mandatory for withdrawals exceeding ₦50,000 in a single day or cumulative ₦200,000 in a rolling 30day period.

4.2 Verification Process

- Identity documents are verified using thirdparty KYC providers (Youverify, Smile Identity) that crossreference with official databases (NIMC, NIBSS).
- Biometric data (liveness check) is captured and stored in encrypted form.
- We reserve the right to require additional documentation at any time (e.g., source of funds declaration).

4.3 Politically Exposed Persons (PEPs)

- We identify PEPs and their family members through our KYC provider's screening.
- PEPs require Enhanced Due Diligence (EDD), including:
 - Senior management approval to open an account.
 - Ongoing transaction monitoring with heightened scrutiny.
 - Periodic review of source of wealth.

4.4 Sanctions Screening

- All users are screened against Nigerian and international sanctions lists (UN, OFAC, EU, etc.).

- If a match is found, the account is immediately frozen, and we report to the NFIU.

4.5 Prohibited Users

We do not permit accounts for:

- Shell banks.
- Entities or individuals located in or operating from highrisk jurisdictions designated by the Financial Action Task Force (FATF) as "call for action" (e.g., North Korea, Iran). Any transaction attempts will be blocked.

5. Transaction Monitoring

We use automated systems to monitor all financial transactions on the Platform in real time. The system flags transactions that meet predefined criteria.

5.1 Thresholds for Monitoring (Indicative)

Trigger	Action
Multiple deposits from same bank account to different user wallets	Flag for potential multiaccount fraud
Rapid deposits followed by immediate withdrawals (within 10 minutes)	Hold withdrawal for manual review
Structuring / smurfing (multiple deposits just below ₦1,000,000 each)	Aggregate and flag
Unusually large withdrawal request (> ₦1,000,000 for Tier 2 or > withdrawal history)	Require additional verification of source of funds
Inconsistent betting patterns (e.g., always betting on the heavy underdog with large stakes)	Flag for potential collusion or matchfixing
Geographic anomalies (e.g., Nigerian account accessed from a blocked jurisdiction)	Freeze account pending investigation

5.2 RealTime Blocking

Certain highrisk transactions may be automatically blocked pending manual review. Examples:

- Deposit from a bank account that has already funded another account with the same device ID.
- Withdrawal request from a user who has not completed Tier 2 KYC.
- Attempt to withdraw to a crypto wallet address that is on a sanctions list.

5.3 Manual Review

Flagged transactions are reviewed by our AML Compliance Officer (or designee) within 24 hours. If suspicious, we may:

- Request additional information from the user (e.g., source of funds).
- Temporarily freeze the transaction or the entire account.
- File a Suspicious Transaction Report (STR) with the NFIU (see Section 6).

6. Suspicious Transaction Reporting (STR)

6.1 Internal Reporting Obligation

Any employee, contractor, or officer of PaddiPlay who suspects that a transaction may involve proceeds of crime or terrorist financing must immediately report that suspicion to the AML Compliance Officer (contact in Section 12).

6.2 Reporting to NFIU

The AML Compliance Officer will evaluate the internal report. If there are reasonable grounds to suspect money laundering or terrorist financing, we will file an STR with the NFIU within 7 days of forming the suspicion (or immediately if the transaction is urgent).

STR content:

- Subject's name, address, and account details.
- Description of the transaction(s) and why it is suspicious.
- Any supporting evidence.

6.3 TippingOff Prohibition

It is a criminal offence to tip off (inform) a person that a suspicious transaction report has been made or that an investigation is underway. PaddiPlay employees and contractors are strictly prohibited from disclosing STR filings to any third party (including the subject of the report), except as required by law.

7. Record Keeping

We retain all records related to AML/CFT for a minimum of 7 years after the business relationship ends or the transaction is completed, as required by Nigerian law.

Record Type	Retention Period
KYC documents (ID copies, verification results)	7 years after account closure
Transaction records (deposits, wagers, withdrawals)	7 years
Suspicious Transaction Reports (STRs) and supporting documents	7 years
AML training records for employees	5 years
Internal investigation reports	7 years

Records are stored securely (encrypted, accesscontrolled) and may be produced to regulators, law enforcement, or courts upon lawful request.

8. AML Compliance Officer

PaddiPlay has appointed a dedicated AML Compliance Officer (or, for smaller operations, a point person with AML duties). The officer is responsible for:

- Implementing and updating this policy.
- Receiving internal suspicious activity reports.
- Deciding whether to file STRs with the NFIU.
- Maintaining the AML recordkeeping system.
- Coordinating with regulators and law enforcement.
- Overseeing employee AML training.

Contact: [Name / Title] – [aml@paddiplay.com]

9. Employee Training

All employees (and relevant contractors) who handle financial transactions, user onboarding, or customer support receive AML/CFT training:

- **Initial training:** Within 30 days of hiring.
- **Refresher training:** Annually thereafter.
- **Specialised training:** For the AML Compliance Officer and senior staff.

Training covers:

- Indicators of money laundering and terrorist financing.
- How to identify suspicious transactions.
- Internal reporting procedures.
- The prohibition on tipping off.
- Consequences of noncompliance (including personal criminal liability).

We maintain records of all training sessions.

10. Independent Audit

At least annually (or more frequently if required by our licence), we engage an independent third party (e.g., external auditor or AML consultant) to review our AML/CFT program. The audit assesses:

- Effectiveness of policies and procedures.
- Compliance with regulatory requirements.
- Adequacy of training.
- Recommendations for improvement.

The audit report is provided to the Board of Directors and, upon request, to the NLRC and NFIU.

11. Penalties for NonCompliance

11.1 Internal Penalties

Failure by an employee or contractor to comply with this policy may result in disciplinary action, up to and including termination of employment or contract and referral for criminal prosecution.

11.2 For Users

Users who engage in or attempt to engage in money laundering or terrorist financing will have their accounts permanently banned, funds forfeited (to the extent permitted by law), and will be reported to the NFIU and law enforcement.

11.3 Regulatory Penalties

We, as an entity, face significant fines and possible loss of license for AML/CFT violations. It is therefore incumbent on every person associated with PaddiPlay to take this policy seriously.

12. Contact and Reporting Suspicious Activity

Internal reporting (employees): Email the AML Compliance Officer at [aml@paddiplay.com] or use the internal anonymous reporting channel (details available on intranet).

User reporting: If you suspect that another user is using the Platform for illegal purposes, please report it to [abuse@paddiplay.com] with subject "Suspicious activity".

Law enforcement / regulatory inquiries: All official inquiries must be directed to our legal department at [legal@paddiplay.com]. We will respond in accordance with applicable laws.

13. Review and Updates

This AML/CFT Policy is reviewed annually by the Board of Directors and updated as necessary to reflect changes in law, regulatory guidance, or our operations. The “Effective Date” at the top will be revised.

Users will be notified of material changes via inapp notification or email.

14. Governing Law

This policy is governed by the laws of the Federal Republic of Nigeria, including the Money Laundering (Prohibition) Act, the Terrorism (Prevention) Act, and the rules and regulations of the NFIU, CBN, and NLRC.

BY USING PADDIPLAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AML/CFT POLICY. ANY VIOLATION MAY RESULT IN ACCOUNT SUSPENSION, FORFEITURE OF FUNDS, AND CRIMINAL PROSECUTION.

Acceptable Use Policy (AUP) for PaddiPlay Social Wager

Effective Date:

Version: 1.0

Crossreference: This policy forms part of the PaddiPlay Terms of Service.

1. Overview and Purpose

PaddiPlay is a social wagering platform built on community, trust, and fair competition. This Acceptable Use Policy (“AUP”) defines the standards of conduct expected from every user when interacting with the Platform, including but not limited to wagering, social features (posts, comments, messages), profile content, and any other form of communication or behaviour on the Platform.

Violation of this AUP may result in content removal, account suspension, permanent ban, forfeiture of funds, and/or reporting to law enforcement or regulatory authorities (including NITDA, NLRC, EFCC, and Nigeria Police Force).

By using PaddiPlay, you agree to comply with this AUP. If you do not agree, you must stop using the Platform immediately.

2. Prohibited Content

You may not post, upload, share, or otherwise make available any User Content that:

2.1 Illegal Content

- Promotes, incites, or facilitates illegal activities (e.g., drug use, human trafficking, terrorism, fraud).
- Contains instructions for committing crimes (e.g., hacking, bombmaking).
- Infringes any thirdparty intellectual property rights (copyright, trademark, trade secret).

2.2 Hate Speech & Harassment

- Attacks, threatens, or demeans individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, age, or any other protected characteristic.
- Harasses, bullies, or intimidates another user (including repeated unwanted messages, threats, or doxxing – publishing private information without consent).

2.3 Violence & Harmful Content

- Depicts, glorifies, or encourages violence, selfharm, suicide, or cruelty to animals.
- Shows graphic or disturbing imagery (gore, mutilation) without appropriate context or warning (and even then, such content is generally not allowed).

2.4 Explicit Sexual Content

- Pornography, nudity (except in nonsexual contexts such as breastfeeding or art, but we reserve the right to decide).
- Sexually explicit language, solicitation, or content intended to sexually exploit minors.

2.5 Spam & Misleading Content

- Repetitive, irrelevant, or unsolicited messages (spam).
- Phishing attempts or deceptive links (e.g., fake login pages, misleading URLs).
- Impersonation of PaddiPlay staff, other users, or public figures.
- False information intended to manipulate wagers (e.g., fake injury reports).

2.6 Platform Manipulation

- Content designed to artificially inflate engagement (e.g., buying likes, comments).
- Coordinated inauthentic behaviour (e.g., using multiple accounts to upvote content or downvote others).

2.7 Malicious Code

- Links to malware, viruses, trojans, or any software that may harm the Platform or other users' devices.

3. Prohibited Behaviour (Actions)

You agree not to engage in any of the following conduct on or through the Platform:

3.1 Wagering Integrity Violations

- **Collusion:** Two or more users coordinating to guarantee a wager outcome (e.g., agreeing on which side to bet, then splitting winnings offplatform).
- **Matchfixing:** Manipulating any event outcome that affects a wager.
- **Insider betting:** Using nonpublic information (e.g., inside knowledge of a sports result before it is publicly announced) to place wagers.
- **Arbitrage abuse:** Exploiting differences in odds between PaddiPlay and external platforms to guarantee profit (if detectable).
- **Use of automated betting software (bots):** Any script or program that places wagers without human intervention.

3.2 Fraud & Financial Abuse

- **Deposit/withdrawal fraud:** Using stolen credit cards, chargeback abuse, or fraudulent bank transfers.
- **KYC impersonation:** Submitting false or thirdparty identification documents.
- **Promotion abuse:** Claiming referral or signup bonuses using fake accounts or selfreferrals.
- **Chargeback abuse:** Requesting a chargeback from your bank or card issuer after receiving a legitimate payout. This may result in permanent ban and debt collection action.

3.3 Harassment & Abuse of Staff

- Abusing customer support (e.g., threats, profanity, excessive contact).
- Filing false reports against other users or reporting the same issue repeatedly without new information.

3.4 Technical Abuse

- Attempting to reverse engineer, decompile, or disassemble any part of the Platform.
- Interfering with the Platform's operation (e.g., denialofservice attacks, SQL injection, scraping data).
- Creating multiple accounts to circumvent responsible gaming limits (deposit caps, selfexclusion) or bans.

3.5 OffPlatform Behaviour

- Encouraging others to violate this AUP on the Platform.
- Organising offplatform pools or bets that use PaddiPlay's branding without authorisation.
- Posting private communications (e.g., support chat logs) without PaddiPlay's permission.

4. Content & Behaviour Not Prohibited but Restricted

Some content is generally allowed but may be restricted or removed at our discretion if it becomes disruptive:

- **Strong language / profanity:** Allowed in moderation, but not when directed aggressively at another user.
- **Political or religious debate:** Allowed as long as it does not cross into hate speech or harassment.
- **Spoilers for events:** Allowed, but consider using a spoiler warning when discussing outcomes that might affect wagers.
- **Selfpromotion:** Limited to noncommercial personal promotion (e.g., your social media handle). Commercial advertising requires authorisation.

5. Consequences of Violation

PaddiPlay will enforce this AUP using a graduated response, depending on the severity and frequency of the violation.

Level	Violation Example	Potential Consequences
Minor	Firsttime profanity directed at no one, minor spam, posting mildly offtopic content	Warning (inapp or email), content removal, temporary (17 day) restriction on posting.
Medium	Repeated minor violations, harassment (nonsevere), posting moderately offensive content, one instance of collusion (attempted)	Content removal, temporary suspension (730 days), loss of posting or messaging privileges.
Severe	Hate speech, doxxing, threats of violence, deposit fraud, confirmed collusion, use of bots	Permanent ban from the Platform, forfeiture of wallet balance, all pending wagers voided with refunds to other participants.

Criminal	Child sexual abuse material (CSAM), money laundering, fraud against PaddiPlay, illegal gambling operation	Immediate permanent ban, forfeiture of all funds, reporting to law enforcement (EFCC, Nigeria Police, NITDA, NFIU).
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Important: We reserve the right to bypass warnings and apply severe consequences immediately for egregious violations.

6. Reporting Violations

If you encounter content or behaviour that you believe violates this AUP, please report it using the following methods:

- **Inapp reporting:** Tap the "Report" button on the offending post, comment, or user profile.
- **Email:** info@paddiplay.com (or paddiplay01@gmail.com marked "Abuse").
- **Contact support via the app** (ticket system).

When reporting, please provide:

- Your username and a link/screenshot of the violating content.
- A brief description of why you believe it violates this AUP.
- Any additional evidence (e.g., conversation threads).

We will review reports within 24 hours (business days) and take appropriate action. You may not receive a detailed response due to privacy, but we will act.

7. Appeals Process

If your content was removed or your account was suspended / banned and you believe it was in error, you may appeal by contacting info@paddiplay.com or via the support ticket system. Your appeal must include:

- Your username and the specific action you are appealing.
- An explanation of why the decision was incorrect, with any supporting evidence.
- Your acknowledgment that the appeal decision is final.

We will respond within 7 days (business days). If the appeal is successful, we will restore your content or account (with any applicable warnings). If the appeal is denied, you may reappeal only if you have new evidence.

No thirdparty representation – appeals must be submitted by the affected user.

8. Enforcement Discretion and Updates

PaddiPlay reserves the right to take any action we deem reasonably necessary to enforce this AUP or to protect the safety, integrity, or reputation of the Platform and its users. This includes investigating potential violations and cooperating with law enforcement.

We may update this AUP from time to time. Changes will be effective upon posting to the Platform or via notification to you (see Terms of Service Section 13). Your continued use after changes constitutes acceptance.

9. Contact for Legal or Regulatory Inquiries

If you are a law enforcement officer or regulatory authority (e.g., NITDA, NLRC, EFCC) seeking information regarding a user's violation of this AUP, please contact our legal department at:

Email: legal@paddiplay.com

Address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Phone: +234 (Legal)

We will respond to valid legal requests in accordance with Nigerian law.

BY USING PADDIPLAY, YOU AGREE TO ABIDE BY THIS ACCEPTABLE USE POLICY. IGNORANCE OF THIS POLICY IS NOT AN EXCUSE FOR VIOLATION.

Cookie Policy for PaddiPlay

Effective Date:

Version: 1.0

Crossreference: This policy forms part of the PaddiPlay Privacy Policy and Terms of Service.

1. Introduction

PaddiPlay Social Wager ("**PaddiPlay**", "**we**", "**us**", or "**our**") uses cookies, web beacons, local storage, and similar tracking technologies (collectively, "Cookies") to provide, secure, and improve our Platform, personalise your experience, analyse usage, and for marketing purposes (where you consent).

This Cookie Policy explains:

- What Cookies are.
- What types of Cookies we use and why.
- How you can control or disable Cookies.
- Your consent obligations under Nigerian law (NDPA/GAID).

By continuing to use our Platform after seeing our cookie banner (or by adjusting your browser settings), you consent to our use of Cookies as described in this policy, except where we have obtained separate consent for nonessential Cookies. You may withdraw your consent at any time.

2. What Are Cookies?

Cookies are small text files that are placed on your device (computer, smartphone, tablet) when you visit a website or use an app. They are widely used to make online services work efficiently, remember your preferences, and provide information to the operators of the service.

Similar technologies we use:

Technology	Description
Local storage	Similar to cookies but can store larger amounts of data locally on your device; used for user preferences and offline caching.

Session storage	Data stored only for the duration of your browsing session; deleted when you close the browser or app.
Web beacons (pixel tags)	Tiny invisible images or scripts that help us understand whether you have viewed certain content or opened an email.
SDKs (Software Development Kits)	Used in our mobile app to collect analytics and crash reports.

3. Types of Cookies We Use

We classify Cookies into the following categories. The specific Cookies we use may change as we update our Platform, but the categories and purposes will remain consistent.

3.1 Strictly Necessary Cookies (Essential)

These Cookies are required for the Platform to function and cannot be turned off in our systems. They are usually set in response to actions you take (e.g., logging in, filling in forms, setting privacy preferences). You can block them by changing your browser settings, but parts of the Platform may then not work.

Cookie Name	Purpose	Duration
session_id	Identifies your current session to keep you logged in and maintain your navigation state.	Session
csrf_token	Protects against crosssite request forgery attacks.	Session
auth_token	Stores authentication credentials (encrypted) to keep you signed in.	Up to 30 days (or until logout)
cookie_consent	Records your cookie preferences (which categories you have accepted).	12 months
rate_limit	Prevents abuse by tracking request frequency from your device.	1 minute to 1 hour

3.2 Functional Cookies (Preferences)

These Cookies enable the Platform to remember choices you make (e.g., your language preference, feed filter settings, dark mode) and provide enhanced, more personal features.

Cookie Name	Purpose	Duration
language	Remembers your preferred language (English, Pidgin, Yoruba, Hausa, Igbo).	12 months

feed_filter	Stores your feed filter settings (e.g., “show only wagers from friends”).	30 days
theme	Remembers if you prefer light or dark mode.	12 months
recent_wagers	Stores recently viewed wagers for quick access.	7 days

3.3 Analytics / Performance Cookies

These Cookies help us understand how visitors interact with our Platform by collecting and reporting information anonymously. They allow us to measure and improve performance, fix bugs, and prioritise feature development.

Cookie Name	Purpose	Duration
_ga (Google Analytics)	Distinguishes unique users.	2 years
_gid (Google Analytics)	Distinguishes users within a short time window.	24 hours
_gat (Google Analytics)	Throttles request rate.	1 minute
mixpanel_id	Identifies unique users for Mixpanel analytics.	12 months
sentry_trace	Helps track errors and performance issues (Sentry).	90 days

We use the aggregated data from these Cookies to improve the Platform. Where required by law, we ask for your consent before placing these Cookies.

3.4 Marketing / Advertising Cookies (Future Use – OptIn Only)

These Cookies may be used (with your explicit consent) to deliver advertisements more relevant to you and your interests. They also remember that you have visited our Platform and may be used to limit the number of times you see an ad.

Currently, PaddiPlay does not serve thirdparty ads. If we decide to do so in the future, we will first obtain your clear consent via a cookie banner and update this policy.

Cookie Name (example)	Purpose	Duration
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_fbp (Facebook Pixel)	Delivers personalised ads on Facebook / Instagram.	3 months
_gcl_au (Google Ads)	Conversion tracking and ad retargeting.	90 days

Note: These Cookies are **not** active on the Platform until you opt in.

3.5 ThirdParty Cookies

Some Cookies are placed by thirdparty services that we integrate into the Platform. We do not control these Cookies directly, but we only work with providers that respect user privacy and comply with Nigerian law.

Provider	Purpose	Privacy Link
Google Analytics	Analytics and performance	Google Privacy Policy
Mixpanel	Product analytics	Mixpanel Privacy Policy
Sentry	Error tracking and performance monitoring	Sentry Privacy Policy
Flutterwave / Paystack	Payment processing (may set Cookies for fraud prevention)	Flutterwave Privacy
Firebase	Push notifications and analytics	Firebase Privacy

These third parties may also use Cookies for their own purposes (e.g., fraud detection). We encourage you to review their privacy policies.

4. How Long Do Cookies Stay on Your Device?

Type	Duration
Session Cookies	Deleted when you close your browser or app.
Persistent Cookies	Remain on your device for a fixed period (see tables above) or until you delete them.

We do not use Cookies with a lifespan longer than 2 years, except where required for security (e.g., auth token may last up to 30 days).

5. Your Consent and Control

5.1 Cookie Banner (OptIn for NonEssential Cookies)

When you first visit our Platform, you will see a cookie banner that:

- Explains we use essential and optional Cookies.

- Asks for your consent to use Analytics and Marketing Cookies.
- Allows you to accept all, reject all, or customise your preferences.

You may change your preferences at any time via the “Cookie Settings” link in the footer of our website or within the mobile app’s settings menu.

5.2 Browser and Device Controls

Most browsers allow you to:

- See what Cookies are stored and delete them individually.
- Block thirdparty Cookies.
- Block all Cookies (including essential ones – note that this may break Platform functionality).
- Enable “Do Not Track” (DNT) signals. While we respect DNT, our Platform does not currently change behaviour in response to DNT because of the varied interpretation of DNT.

5.3 How to Disable Cookies

- **Google Chrome:** Settings → Privacy and security → Cookies and other site data.
- **Mozilla Firefox:** Options → Privacy & Security → Cookies and Site Data.
- **Safari:** Preferences → Privacy → Cookies and website data.
- **Microsoft Edge:** Settings → Cookies and site permissions → Manage and delete cookies.

For mobile devices, you may reset your advertising ID (iOS: Settings → Privacy → Advertising → Reset Advertising Identifier; Android: Settings → Google → Ads → Reset advertising ID).

5.4 Consequences of Disabling Cookies

If you disable essential Cookies, the Platform may not function correctly (e.g., you may be logged out unexpectedly, unable to place wagers). If you disable analytics Cookies, our ability to improve the Platform may be impaired, but core features will still work.

6. Updates to This Cookie Policy

We may update this Cookie Policy from time to time to reflect changes in our Cookie practices, legal requirements, or the services we offer. The “Effective Date” at the top of this page will be revised. Material changes will be notified to you via inapp notification or email, where required by law.

Your continued use of the Platform after the effective date constitutes acceptance of the updated Cookie Policy. If you do not agree, please disable Cookies (as described above) or stop using the Platform.

7. Contact Us

If you have any questions about our use of Cookies or this Cookie Policy, please contact:

PaddiPlay

Email: [dpo@paddiplay.com] (Data Protection Officer)

Address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Phone:

For cookiespecific technical issues, you may also email [cookie@paddiplay.com].

BY USING PADDIPLAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS COOKIE POLICY AND CONSENT TO OUR USE OF COOKIES AS DESCRIBED (EXCEPT WHERE YOU HAVE OPTED OUT OF NONESSENTIAL COOKIES).

Data Retention & Deletion Policy for PaddiPlay

Effective Date: [Insert Date]

Version: 1.0

Crossreference: This policy forms part of the PaddiPlay Privacy Policy and Terms of Service. It should be read together with our AML/CFT Policy and Dispute Resolution Policy.

1. Purpose and Scope

PaddiPlay Social Wager ("**PaddiPlay**", "**we**", "**us**", or "**our**") collects and processes personal data, financial records, and activity logs to operate the Platform, comply with legal obligations, and ensure fair play. This Data Retention & Deletion Policy explains:

- How long we keep different categories of data.
- When and how we delete or anonymise data.
- Your rights to request deletion of your personal data.
- Our obligations to retain certain data even after a deletion request.
- The secure destruction methods we use.

This policy applies to all data controllers and processors operating on behalf of PaddiPlay.

2. Principles

We follow these core principles for data retention and deletion:

Principle	Description
Lawfulness	We retain data only for as long as necessary to fulfil the purposes for which it was collected, or as required by law.
Minimisation	We do not retain data "just in case". Retention periods are tied to specific legal or business needs.
Security	Data retained is stored securely (encryption, access controls). Old data is deleted or anonymised using secure methods.
Transparency	We clearly inform you of our retention periods and deletion processes.
Accountability	We document retention schedules, deletion logs, and respond to deletion requests in a timely manner.

3. Data Retention Schedule

Below are the retention periods for the main categories of data we process.

3.1 User Account Data

Data Type	Retention Period	Justification
User profile (name, email, phone, PPID, display name)	5 years after account closure	Legal retention for NLRC and AML purposes; potential for account reactivation.
Account login history (IP address, timestamps)	2 years	Security audits and fraud investigation.
KYC documents (ID scans, NIN, BVN, selfie, proof of address)	5 years after account closure	AML/CFT regulatory requirement (Money Laundering Act).
KYC verification results (status, provider reference)	5 years after account closure	Audit trail for compliance reviews.
Selfexclusion records	Permanent (or until user requests deletion, if allowed)	Responsible gaming – must be enforced indefinitely to prevent account reopening.
Deposit limit settings	5 years after account closure	Audit of responsible gaming controls.

3.2 Financial Data

Data Type	Retention Period	Justification
Transaction records (deposits, withdrawals, stakes, winnings, commissions, refunds)	7 years	Mandatory under NLRC regulations, AML/CFT, and tax laws.
Wallet balance snapshots (daily or monthly)	7 years	Financial audit trail.
Payment processor references / transaction IDs	7 years	Reconciliation and dispute resolution.
Bank account details (account name, number, sort code)	7 years after last transaction	For handling refunds or tracing payments.
Crypto wallet addresses	7 years after last transaction	Same as above.

3.3 Wagering & Social Activity Data

Data Type	Retention Period	Justification
Wager records (title, outcomes, stakes, participants, outcome resolution)	7 years after wager resolution	Dispute resolution, NLRC audits, fraud investigation.
User posts, comments, likes	Indefinite while account active; 30 days after account closure (unless deleted earlier by user)	Social functionality; user can delete own content at any time. After closure, we may anonymise but retain for legal defence.
Private messages	2 years after last message	Privacy balance; long enough to resolve disputes but not indefinite.
Dispute records (including evidence, admin notes)	7 years after final resolution	Legal defence and regulatory audits.

3.4 Technical & Log Data

Data Type	Retention Period	Justification
IP addresses, device identifiers (e.g., advertising ID)	2 years	Security monitoring, fraud detection.
Session logs (login, logout, actions)	2 years	Debugging and abuse investigation.
Error logs (e.g., server errors, API failures)	90 days	Debugging and performance improvement. Older logs aggregated.
Chat / support ticket transcripts	3 years after closure of ticket	Customer service quality and dispute evidence.

3.5 Marketing Data

Data Type	Retention Period	Justification
Email address for marketing (consentbased)	Until consent withdrawn or account closed	Marketing permission.
Optout records (unsubscribe requests)	Permanent (kept to ensure no further marketing)	Legal requirement to honour opt-outs.

3.6 Backups

Backups (daily, weekly, monthly) may contain data beyond the retention periods listed above. We apply the following rules:

- Backups are retained for a maximum of **90 days**.
- When restoring from backup, we may temporarily have “expired” data, but it will be deleted promptly.
- Anonymised or aggregated backups may be kept longer for analytical purposes.

4. Data Deletion Methods

When data reaches the end of its retention period, or when a user requests deletion, we use the following secure methods:

Storage Type	Deletion Method
Relational databases (PostgreSQL)	Hard delete (SQL DELETE) after confirming no legal hold; or anonymisation where retention is required (e.g., posts anonymised to “Deleted User”).
Document stores (MongoDB)	Same as above.
File storage (S3, cloud buckets)	Permanent deletion using secure erase (or versioning disabled). Overwritten to prevent recovery.
Backups	Natural expiry (backups rotate on 90day cycle). Old backups automatically deleted.
Logs (ELK, CloudWatch)	Automated deletion policies by age; logs older than retention period are purged.
Redis cache	TTL expiry; manual flush when appropriate.

Anonymisation: Where we are required to retain data but no longer need to identify you (e.g., for statistical analysis), we will irreversibly anonymise the data by removing or hashing all direct identifiers (name, email, phone, PPID, IP address, device ID).

5. User Requests for Deletion (“Right to be Forgotten”)

Under the Nigeria Data Protection Act and GAID, you have the right to request deletion of your personal data.

5.1 How to Request

- Send an email to [privacy@paddiplay.com] with the subject “Request for Deletion”.
- Include your full name, PPID, and email address associated with your account.

- We may ask you to verify your identity (e.g., by responding to a code sent to your registered email/phone).

5.2 Scope of Deletion

We will delete all personal data we hold about you, except data we are legally required to retain (see Section 6). This includes:

- Profile information.
- KYC documents (unless retained under legal obligation).
- Transaction history (but anonymised versions may be kept for statistical purposes).
- Posts and comments (anonymised to “Deleted User”).

5.3 Timeline

We will complete the deletion within 30 days of receiving a valid, verified request. If the request is complex or we need to consult legal, we may extend by a further 30 days (with notification).

5.4 Consequences of Deletion

- Your account will be permanently closed.
- You will not be able to log in or recover the account.
- Any remaining wallet balance will be paid out to you (if above minimum withdrawal amount) before deletion, provided no fraud or dispute is pending.
- If you later wish to use PaddiPlay, you must register a new account (subject to then applicable terms).

6. Legal Holds: When We Cannot Delete Immediately

We may need to retain your data beyond the normal retention periods or despite a deletion request in the following circumstances:

Reason	Retention Duration
Ongoing dispute (wager outcome, payment, chargeback)	Until dispute is fully resolved and any appeal period expired.
Active investigation by PaddiPlay or law enforcement	Until investigation concludes or we are instructed to release hold.
Legal obligation (e.g., court order, regulatory audit)	For the period specified by law or order.
Tax / audit requirement	As required by tax authorities (typically 67 years).
Debt collection	Until debt is settled or statute of limitations expires (6 years).

If a legal hold applies, we will notify you (unless prohibited by law). Once the hold expires, we will delete the data as per this policy.

7. Automated Deletion Processes

We implement automated deletion jobs to enforce retention periods:

Process	Frequency	Description
User account data expiry	Weekly	Identify accounts closed >5 years ago and delete residual personal data.
Transaction log purge	Monthly	Delete logs older than 7 years (after verification that no hold applies).
Session log purge	Daily	Delete session logs older than 2 years.
Error log purge	Daily	Delete error logs older than 90 days.
Backup rotation	Daily	Remove backups older than 90 days.
Anonymisation of old activity	Monthly	Anonymise posts/comments for accounts closed >30 days.

All deletions are logged (deletion log) and reviewed by the Data Protection Officer periodically.

8. Data Subject Rights Regarding Deletion

You have the right to:

- Request deletion of your data (as above).
- Request information about how long each category of data will be kept.
- Request that we restrict processing (e.g., stop using your data for marketing).
- Object to processing based on legitimate interests (e.g., profiling for fraud detection). We will balance your interests against our legitimate need to prevent fraud.

To exercise these rights, contact [privacy@paddiplay.com].

9. Employee and Contractor Data

Employee and contractor personal data (HR records) is retained according to a separate internal policy, generally:

- Employee records: 7 years after termination.
- Recruitment data (unsuccessful candidates): 6 months.

Contact [hr@paddiplay.com] for the full internal policy.

10. Breach of This Policy

Any employee or contractor who intentionally destroys data subject to a legal hold, or who fails to implement deletion procedures, may face disciplinary action up to and including termination and legal liability. Users who request deletion but have pending disputes will be informed of the hold.

11. Data Protection Officer / Compliance Organisation

Our Data Protection Officer (DPO) or external Data Protection Compliance Organisation (DPCO) oversees this policy and ensures compliance with Nigerian data protection law. Contact:

Email: [dpo@paddiplay.com]

Address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

12. Changes to This Policy

We may update this Data Retention & Deletion Policy from time to time. The “Effective Date” at the top will be revised. If we make material changes (e.g., significantly shorter or longer retention periods), we will notify you via inapp notification or email.

Your continued use of the Platform after the effective date constitutes acceptance of the updated policy.

13. Contact for Deletion Requests

For deletion requests or questions about data retention:

Email: [privacy@paddiplay.com]

Subject line: “Deletion Request” or “Retention Inquiry”

Phone:

Please allow up to 30 days for a response.

BY USING PADDIPLAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS DATA RETENTION & DELETION POLICY.

Dispute Resolution & Refund Policy for PaddiPlay

Effective Date:

Version: 1.0

Crossreference: This policy forms part of the PaddiPlay Terms of Service and should be read in conjunction with our Privacy Policy and Acceptable Use Policy.

1. Overview

PaddiPlay is committed to fairness and transparency. Despite our best efforts, disagreements may occasionally arise regarding wager outcomes, payment processing, or other Platform issues. This Dispute Resolution & Refund Policy explains:

- How to raise a dispute.
- The process for investigating and resolving disputes.
- When refunds are issued.

- How chargebacks are handled.
- Your rights and obligations during a dispute.

By using PaddiPlay, you agree to follow the procedures set out in this policy before taking any legal action (see Section 12 for arbitration clause).

2. Types of Disputes

We categorise disputes into three main types:

Type	Examples
Wager Outcome Disputes	You believe the outcome of a wager was incorrectly resolved (e.g., wrong team declared winner, evidence ignored).
Payment Disputes	Deposit not credited, withdrawal delayed or missing, incorrect amount deducted, duplicate transaction.
Account & Other Disputes	Account suspension or closure, KYC rejection, content removal, alleged violation of policies.

Separate procedures apply to each type (see below).

3. Wager Outcome Disputes

3.1 Time Limit

You must raise a dispute regarding a wager outcome within 24 hours of the outcome being officially declared on the Platform. After 24 hours, the outcome is considered final, and no dispute will be accepted.

3.2 How to Raise

- Go to the wager detail page.
- Click "Report Issue" or "Dispute Outcome".
- Select the reason for dispute from the dropdown (e.g., "Incorrect result", "Evidence is wrong", "Event postponed/cancelled").
- Provide a clear explanation and attach any supporting evidence (screenshots, links to official results, videos).
- Submit the dispute. You will receive a dispute reference number.

3.3 Evidence Required

To be considered, your dispute must include verifiable evidence. Examples of acceptable evidence:

- Official result from the event organiser (e.g., league website, election commission).
- Screenshots or screen recordings showing the outcome.
- Links to reliable thirdparty sources (e.g., BBC Sport, ESPN, official social media accounts).

- For custom or private wagers, any evidence agreed upon by participants before the wager started (e.g., “We will use Twitter poll results”).

Evidence that is fabricated, manipulated, or from unreliable sources will be rejected.

3.4 Investigation Process

1. **Acknowledgment:** Within 12 hours, our admin team will acknowledge receipt of the dispute via inapp notification and email.
2. **Investigation:** Our team will review the wager details, the evidence provided, and any relevant data (e.g., thirdparty data feeds, timestamps). We may request additional information from you or other participants.
3. **Decision:** We will issue a final decision within 7 days of the dispute being raised. In complex cases, we may take up to 14 days, and we will notify you of the extension.
4. **Notification:** You will receive the decision via inapp notification and email.

3.5 Possible Outcomes

Decision	Description	Effect
Uphold (Result Stands)	The original outcome is correct.	No changes. Winnings/losses remain.
Reverse	The original outcome was incorrect; the opposite outcome (or a different outcome) should have won.	All stakes and winnings are recalculated. Winners receive correct payouts.
Partial Refund	The wager outcome is unclear or cannot be verified conclusively.	Each participant receives their original stake back, after deducting the platform commission (if any).
Void Wager	The event did not occur, was cancelled, or results are unavailable.	All stakes refunded in full (no commission deducted).

Our decision is final and binding on all participants of that wager, subject only to the arbitration provision in Section 12.

3.6 Costs of Dispute

We do not charge a fee for raising a dispute. If we determine that you have raised a dispute in bad faith (e.g., frivolous, repetitive, without evidence), we may suspend your right to raise disputes for a period of time or permanently.

4. Payment Disputes

4.1 Deposit Not Credited

If you made a deposit but the funds do not appear in your wallet after 30 minutes (or the time stated by the payment processor):

1. **Do not** attempt to deposit again (to avoid duplicate charges).

2. Contact our support team via the inapp chat or email [payments@paddiplay.com] with:
 - Your PaddiPlay username.
 - Deposit amount and date/time.
 - Payment method (bank transfer, card, USSD, crypto).
 - Screenshot of the transaction receipt or blockchain transaction ID.
3. We will investigate with the payment processor. If we confirm the deposit was successful, we will credit your wallet within 48 hours.
4. If the deposit failed and the funds were not deducted (or were refunded), we will notify you to try again.

4.2 Withdrawal Delayed or Missing

If a withdrawal request has been “processing” for longer than the stated time (bank: 24 hours, crypto: 12 hours, airtime: 30 minutes):

1. Contact support with your withdrawal reference number and screenshot of the withdrawal request.
2. We will check the status with the payment provider.
3. If the withdrawal was processed by us but not received by you, we will initiate a trace. If the funds are lost due to an error on our part or our provider’s part, we will reimburse you within 7 days.
4. **Note:** Withdrawals may be delayed if additional KYC checks are required (e.g., large withdrawal amount). We will notify you if this is the case.

4.3 Incorrect Amount Deducted or Credited

If the amount of a transaction does not match your records:

1. Do not spend or withdraw the erroneous amount (if it is a credit).
2. Contact support immediately with transaction details and screenshots.
3. We will investigate and correct the error. If we mistakenly credited you extra funds, we reserve the right to reverse the excess. If we underpaid, we will pay the difference.

4.4 Resolution Time

Most payment disputes are resolved within **7 days**. Complex cases (e.g., blockchain irregularities, bank errors) may take up to 30 days.

5. Account Disputes

5.1 Suspension or Ban

If your account has been suspended or banned and you believe it was in error:

1. Check your email for a notification explaining the reason (e.g., violation of Acceptable Use Policy, suspected fraud).
2. Submit an appeal to [appeals@paddiplay.com] within **14 days** of the suspension. Your appeal must include:
 - Your username and the date of suspension.
 - A detailed explanation of why you believe the decision was incorrect.
 - Any supporting evidence (e.g., proof of identity, evidence that you did not violate the policy).

3. We will review your appeal and respond within **7 days**. The review will be conducted by a separate team not involved in the original decision (where possible).
4. If the appeal is successful, your account will be reinstated. If unsuccessful, you may escalate to arbitration (see Section 12).

5.2 KYC Rejection

If your KYC application is rejected:

1. You will receive a reason (e.g., "Document unclear", "Age verification failed", "NIN/BVN mismatch").
2. You may submit a new KYC application with corrected or better quality documents.
3. If you believe the rejection was erroneous (e.g., your documents are correct but the system failed), contact [kyc@paddiplay.com] for a manual review.

5.3 Content Removal

If your post, comment, or profile was removed and you believe it did not violate our Acceptable Use Policy:

1. Contact support or email [moderation@paddiplay.com] with the content ID and reason for appeal.
2. A moderator will review the decision and respond within 48 hours.

6. Refunds

6.1 When Refunds Are Issued

We issue refunds only in the following circumstances:

Scenario	Refund Policy
Wager cancelled before lock (e.g., not enough participants)	All stakes refunded in full (no commission).
Wager voided due to event cancellation or unverifiable outcome	All stakes refunded in full (no commission).
Technical error prevented you from placing or joining a wager (e.g., server downtime)	Refund of any incorrectly deducted stakes; no compensation for lost potential winnings.
Deposit processing error causing duplicate charge	Refund of the duplicate amount only.
Withdrawal never received (fault of PaddiPlay or its payment processor)	Reimbursement of the missing withdrawal amount.
User error (e.g., wagered on wrong outcome by mistake)	No refund. Wagering is final once confirmed.
Change of mind	No refund. Wallet balance may be withdrawn (subject to withdrawal policy), but stakes placed cannot be refunded.

6.2 Partial Refunds from Disputes

As described in Section 3.5, a dispute may result in a partial refund if the outcome cannot be conclusively determined.

6.3 How Refunds Are Processed

- Refunds are always returned to your PaddiPlay wallet, unless you request otherwise and we agree.
- You may then withdraw that balance according to our normal withdrawal procedures.
- Refunds are generally processed within 48 hours of the decision.

7. Chargebacks

7.1 What Is a Chargeback?

A chargeback occurs when you (the user) instruct your bank or card issuer to reverse a transaction that you made on PaddiPlay, typically claiming that the transaction was unauthorised or that goods/services were not received.

7.2 Our Chargeback Policy

We treat chargebacks as a serious violation of these Terms. When you deposit funds, you have authorised that transaction. By later filing a chargeback, you may be committing fraud.

If we receive a chargeback notice:

1. **Immediate freeze** of your PaddiPlay account (all wagering, deposits, withdrawals suspended).
2. **Investigation:** We will review the transaction and any associated wagers or withdrawals.
3. **If the chargeback is invalid (e.g., you did receive the service, or you withdrew the funds):**
 - We will deduct the chargeback amount from your wallet balance (including any locked/escrow funds).
 - If insufficient balance exists, you will owe us the difference, and we may pursue debt collection.
 - Your account will be permanently banned.
 - We may report the incident to law enforcement (EFCC, Nigeria Police) for fraud.
4. **If the chargeback is valid (e.g., genuine unauthorised transaction due to a security breach not caused by you):**
 - We will refund the amount to the card issuer and release the freeze. However, note that most unauthorised transactions result from you sharing your login details, which remains your responsibility.

7.3 Avoiding Chargebacks

- Keep your login credentials secure.
- Use strong, unique passwords and enable twofactor authentication.
- Contact support first if you have any issue with a transaction – a chargeback should be a last resort.

8. Escalation to Arbitration

If you are not satisfied with the resolution of a dispute after exhausting our internal process (e.g., you appealed a wager outcome decision, and it was upheld, or you appealed an account ban and it was denied), you may escalate the matter to **binding arbitration** as described in the Terms of Service (Section 9.3).

Important: You may not file a lawsuit in court (except for injunctive relief) – arbitration is the exclusive remedy for disputes not resolved internally.

The arbitration will be conducted in Port Harcourt, Rivers State, Nigeria, in English, by a single arbitrator. The arbitrator's award may be entered as a judgment in any court of competent jurisdiction.

9. Good Faith and Abuse of Process

We expect users to raise disputes in good faith. The following actions are considered abuse:

- Raising a dispute without any evidence.
- Raising the same dispute multiple times after a final decision.
- Threatening a chargeback to pressure us into a favourable decision.
- Knowingly providing false evidence.

We may suspend or ban users who abuse the dispute process and may recover any costs incurred (e.g., chargeback fees, arbitration filing fees) from the user.

10. Data Retention for Disputes

We retain all records relating to disputed wagers, payments, and account actions for a minimum of **7 years** from the date of final resolution, as required by regulatory and legal obligations.

11. Changes to This Policy

We may update this Dispute Resolution & Refund Policy from time to time. The "Effective Date" at the top will be revised. Material changes will be notified to you in advance where required by law. For ongoing disputes, the policy in effect at the time of the dispute shall apply.

12. Contact for Disputes

For any dispute raised according to this policy, or for questions regarding the process:

PaddiPlay Social Wager – Dispute Resolution

Email: [disputes@paddisplay.com]

Address: 75, Jetty Road, Abuloma, Port Harcourt, Rivers State, Nigeria

Phone: [Insert support number]

For arbitration requests, please also copy [legal@paddisplay.com] with the subject line "ARBITRATION DEMAND".

BY USING PADDIPLAY, YOU AGREE TO FOLLOW THE DISPUTE RESOLUTION PROCEDURES IN THIS POLICY AND ACKNOWLEDGE THAT ARBITRATION IS THE EXCLUSIVE REMEDY FOR RESOLVING DISPUTES NOT SETTLED INTERNALLY.

