

## **BAYPORT GROUP WEBSITE TERMS AND CONDITIONS**

### **1 INTRODUCTION**

1.1 These terms and conditions govern your use of the Bayport Group website.

The “Bayport Group” refers to Bayport Management Limited (“BML”) and any or all of its subsidiaries or affiliates as the context requires.

The “websites” includes the website situated at [www.bayportfinance.com](http://www.bayportfinance.com), [www.bayportbotswana.com](http://www.bayportbotswana.com), [www.kopabayport.co.tz](http://www.kopabayport.co.tz), [www.bayportuganda.com](http://www.bayportuganda.com), [www.bayportzambia.com](http://www.bayportzambia.com) and any applicable social media platforms and this expressly excludes any third party websites linked to the Bayport Group websites, and “website” shall mean any one of these as the context may indicate.

Please read the website terms and conditions in full before you use the website.

1.2 By accessing the websites, you agree to be bound by these terms and conditions with effect from the first time you access this website and each time thereafter.

1.3 The Bayport Group reserves the right, in its sole discretion, to amend these terms and conditions so please refer back to them in the future because by accessing the website you are bound to the version of the terms and conditions published on the website at the time of your visit to the website.

### **2 ACCESS TO THIS WEBSITE AND CONSENT TO USE OF PERSONAL INFORMATION**

2.1 It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access in order to access the website. It is your responsibility to ensure that all such hardware, software and facilities so procured by you are compatible with the website.

2.2 You will be able to access the majority of the websites without having to register any details with us.

2.3 To the extent that you register any of your personal information on the website, you consent to the Bayport Group and agents processing your personal information for purposes of (i) marketing Bayport Group products and services to you, (ii) contacting you in connection with any applications you may make for loans, credit facilities or insurance products or other financial services; and (iii) internal analysis and statistical reporting.

2.4 Personal information means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) information relating to the education or the medical, financial, criminal or employment history of the person;

- c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- d) the biometric information of the person;
- e) the personal opinions, views or preferences of the person;
- f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g) the views or opinions of another individual about the person; and
- h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

2.5 For more information regarding the collection and processing of personal information, please review our Bayport Group Website Privacy Policy.

### 3 USE OF WEBSITE

- 3.1 You may only access and use the websites in a lawful manner for your own private or educational purposes. You may not access or use the websites for any commercial or non-private/educational purpose without the prior written consent of the Bayport Group.
- 3.2 You may –
  - 3.2.1 print and download material from this website provided that you do not modify or amend any content without the Bayport Group’s prior written consent;
  - 3.2.2 cache this website provided that (i) such caching is for your own private or educational purpose; (ii) the cached content is not modified or amended in any way; and (iii) you will remove any cached content upon request therefore by the Bayport Group.
- 3.3 Material on this website may not be republished online or offline without the Bayport Group’s prior written consent.
- 3.4 With the exception of personal information (as set out above in clause 2.44 and Privacy Policy), any material you send or post to this website shall be considered non-proprietary and not confidential. Unless you advise to the contrary the Bayport Group will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- 3.5 When using this website, you shall not post or send to or from the websites any material –
  - 3.5.1 which you are not permitted to so post or send or for which you have not obtained all necessary consents, permits and/or licences;
  - 3.5.2 that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be

deemed a criminal offence, give rise to a civil liability, or is otherwise in contravention of any applicable laws; and

- 3.5.3 which is harmful in nature including, and without limitation, damaging code, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 3.6 Subject to any obligations required in respect of applicable laws relating to personal information, the Bayport Group shall not be liable for any material which you post or send to or from this website and reserves the right to remove or modify any such material.
- 3.7 The Bayport Group will –
  - 3.7.1 In accordance with all applicable laws, fully co-operate with any law enforcement authorities or court order requiring it to disclose the identity or other details of any person posting material to this website in breach of clause 3.5; and
  - 3.7.2 in addition to any other rights which it may have, including (without limitation) the right to lay criminal charges, be entitled to claim from you all damages, losses, liabilities and expenses incurred by the Bayport Group resulting from or attributable to a breach by you of these Terms and Conditions and/or applicable laws.
  - 3.7.3 You may only use the websites to browse the content, make legitimate payments (where applicable) and shall not use the websites for any other purposes, including without limitation, to make any speculative, false or fraudulent payment.
  - 3.7.4 The websites and the content provided in the websites may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.
  - 3.7.5 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited.
  - 3.7.6 Unauthorised use of the websites and/or the materials contained on this website may violate applicable copyright, trademark or other intellectual property laws or other applicable laws.

#### **4 WEBSITE INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Bayport Group may make changes to the content on the websites at any time and without notice to you.
- 4.2 Nothing on the websites shall be construed as a solicitation or offer, or recommendation to engage in any transaction or to provide advice.
- 4.3 All intellectual property (whether registered or not) on the websites including, without limitation, copyright, software, information, graphics, design elements, text, formatting, logos, trademarks, icons and hyperlinks are owned by the Bayport Group or its licensors and must not be reproduced without the Bayport Group's and/or the licensor's prior written consent.

## 5 AVAILABILITY

- 5.1 Although the Bayport Group takes all reasonable steps to ensure that the websites are available 24 hours every day, this website may be unavailable as a result of maintenance, upgrades and/or other technical issues. The Bayport Group will not be –
- 5.1.1 obliged to notify you of any downtime or unavailability of the websites; and
  - 5.1.2 liable for any claims, losses, damages or expenses incurred by you if the websites are unavailable at any time.
- 5.2 The Bayport Group reserves the right, in its sole discretion, to terminate the websites or change the domain name or address of the websites without notice to you.

## 6 LINKS TO AND FROM OTHER WEBSITES

- 6.1 Any links to third party websites located on the websites are provided for your convenience only. The Bayport Group has not reviewed each third party website and has no responsibility for such third party websites or their content. If you choose to access a third party website linked to the websites, it is at your own risk.
- 6.2 The Bayport Group will not be liable to you for any claim whatsoever arising from or attributable to your use of any link/s on third party websites to access the websites.
- 6.3 You acknowledge and agree that the Bayport Group is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such website or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on external sites or resources.
- 6.4 If you would like to insert a link (including, without limitation, hyperlink, frame or metatag) to the websites, you must first obtain the prior written consent of the Bayport Group to do so, which consent the Bayport Group is entitled to withhold or refuse in its sole discretion. Any approval granted by the Bayport Group will be subject (in addition to any other conditions which the Bayport Group may impose) to the following conditions –
- 6.4.1 you may insert a link to a page on the website, but you may not replicate the whole or any part of the websites; and
  - 6.4.2 by inserting a link, you must not in any way imply that the Bayport Group is endorsing your website, any of its contents and/or any services or products which you may offer.
  - 6.4.3 you do not misrepresent your relationship with the Bayport Group or present any false information about the Bayport Group.
  - 6.4.4 you do not link from a website that is not owned by you;

6.4.5 your website must not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with applicable laws; and

6.4.6 you agree to fully indemnify the Bayport Group for any loss or damage suffered as a result of inserting or providing such a link.

## 7 **DISCLAIMER**

7.1 This website is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for purpose and non-infringement.

7.2 This website has not been specifically designed to meet any individual person's specific requirements.

7.3 The Bayport Group has taken all reasonable steps to ensure that the information on the websites is correct. However, the Bayport Group does not guarantee the correctness or completeness of material on the websites. The material on the websites may be out of date, or on rare occasions incorrect and the Bayport Group makes no commitment to ensure that such material is correct or up to date.

7.4 The material on the websites is provided without any warranties of any kind. To the maximum extent permitted by applicable law, the Bayport Group provides access and use of this website on the basis that it excludes all representations, warranties and conditions which but for these terms may have effect in relation to the websites.

7.5 Although the Bayport Group takes appropriate, reasonable technical and organisational measures to prevent (i) loss of, damage to or unauthorised destruction of personal information; and (ii) unlawful access to, collection or use of personal information, the Bayport Group does not warrant or represent that the websites are safe and secure.

7.6 The Bayport Group, the owner of this website, the authors of these contents and in general anybody connected to the websites in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

7.7 The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers will not be liable where, despite the Providers taking appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of personal information, you suffer any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents. The Providers cannot assume any obligation or responsibility.

7.8 The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **8 OUR RIGHTS**

- 8.1 The Bayport Group reserves the right to –
- 8.2 modify or withdraw, temporarily or permanently, the websites (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the websites; and/or
- 8.3 change these conditions from time to time, and your continued use of the websites (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the conditions have been changed. If you do not agree to any change to the conditions, then you must immediately stop using the websites.
- 8.4 We will use our reasonable endeavours to maintain the websites. These websites are subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the websites or because of a failure, suspension or withdrawal of all or part of the websites due to circumstances beyond the Bayport Group's control.

## **9 BAYPORT GROUP WEBSITE PRIVACY POLICY**

- 9.1 We are committed to protecting your privacy. This clause and our Bayport Group Website Privacy Policy apply to all the websites.
- 9.2 All the information gathered from the online forms on the websites are used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated herein or in the Bayport Group's Website Privacy Policy.
- 9.3 The websites may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access this website; the pages that you access while at the websites and the Internet address of the website from which you linked directly to the websites. This information is used to help improve this website, analyse trends, and administer the websites.
- 9.4 We may need to change this policy from time to time in order to address new issues and reflect changes on the website. We will post those changes to the website so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about the Bayport Group Website Privacy Policy, please contact us.
- 9.5 By using the websites, you signify your acceptance of this clause and our Privacy Policy. If you do not agree to these Terms and Conditions and / or the Website Privacy Policy, please do not use the websites. Your continued use of the websites following the posting of changes to these terms will mean that you accept those changes.

## **10 COOKIE/TRACKING TECHNOLOGY**

- 10.1 This website may use cookie and tracking technology depending on the features offered.
- 10.2 Cookie and tracking technologies are useful for gathering information such as browser type and operating systems, tracking the number of visitors to the websites, and understanding how visitors use the websites.
- 10.3 Cookies can also help customise the websites for visitors.
- 10.4 Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information.
- 10.5 Aggregate cookie and tracking information may be shared with third parties.

## **11 EXCLUSION OF LIABILITY**

Neither the Bayport Group and their respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering the websites), shall be liable or responsible to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using the websites. This exclusion shall include, without limitation, servicing or repair costs and any other direct, indirect or consequential loss.

## **12 DISPUTES**

- 12.1 If any dispute arises in connection with the websites and/or these Terms and Conditions, the parties shall attempt to settle such dispute or difference, and, failing such settlement within a period of 20 (twenty) business days, the said dispute or difference shall on written demand by any party be submitted to arbitration in accordance with relevant arbitration rules and in the relevant country which has jurisdiction to adjudicate the matter.
- 12.2 The provisions of this clause 12 shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

## **13 MONITORING**

The Bayport Group has the right, but not the obligation, to monitor any activity and content associated with the websites. The Bayport Group may investigate any reported violation of these conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the websites).

## **14 CONSENT**

You understand that all the designs and trademarks are registered to the Bayport Group and hereby accept the terms and conditions. You undertake not to copy/duplicate the trademarks and designs directly or indirectly in any way and understand the legal limitations thereof. Should you be found to be in violation of the foregoing you understand that you will be held liable for all legal costs incurred by the Bayport Group for any civil action or any legal action deemed necessary against you.

## **15 GENERAL PROVISIONS**

- 15.1 These terms and conditions, as amended from time to time by the Bayport Group in its sole discretion, constitute the entire agreement between you and the Bayport Group in relation to the subject matter of the terms and conditions.
- 15.2 No failure or delay to exercise any of the Bayport Group's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of these terms and conditions or prejudice the Bayport Group's rights to take subsequent action against you.
- 15.3 If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by the law.
- 15.4 The provisions of these terms and conditions must be read in conjunction with the privacy policy pertaining to the websites and such Bayport Group Website Privacy Policy shall be deemed to be incorporated herein.
- 15.5 The Bayport Group shall be entitled to cede, assign and transfer any of its rights and obligations under these terms and conditions without obtaining your consent and without notice to you. Any of the Bayport Group's rights under these terms and conditions are expressed for the benefit of the affiliates of the Bayport Group and shall be capable of acceptance by them, whether expressly or tacitly.

## **16 LAW AND JURISDICTION**

- 16.1 The Bayport Group and users of the websites are subject to rules, regulations, professional standards and reporting requirements in the countries where the Bayport Group operates.
- 16.2 Therefore, in addition to these Terms and Conditions, there may be additional local law requirements governing the processing personal information. To the extent that there is any conflict between these Terms and Conditions and any local law requirement, The Bayport Group shall ensure that the local law requirements are met.