Ticano Group is registered at Unit A5, Grand Union Building, CBD, Gaborone.

# Copyright

Copyright in the content of and the publications in this website are owned by Ticano Group or its licensors.

You may download and temporarily store one or more of the pages of this website for the purposes of viewing them. You may also print any of the publications in this website so long as each copy is a complete copy, no amendment is made to it and it is for use only within your organization.

Any other storage, copying, transmission or distribution of the content of or the publications in this website is prohibited without the consent of Ticano Group. Please address requests to the Gaborone office.

# Linking

Electronic links to this site are prohibited without the consent of Ticano Group. Please address requests to the Ticano Group office or email info@ticanogroup.com.

Every effort has been taken to ensure the accuracy of the information on this website, and the internet links established here. However, because of the nature of the medium and the risks of interruption and disruption, any and all liability which might arise from your use or reliance on the information or links contained on the website is excluded.

We do not endorse or accept any responsibility for any content on or software downloaded from any website linked from this website.

# **Governing Law**

This legal notice and all issues regarding this website are governed by the Laws of Botswana and any disputes arising hereunder will be subject to the exclusive jurisdiction of the courts of Botswana. If you experience any problems with this site, please email <a href="mailto:info@ticanogroup.com">info@ticanogroup.com</a>

# **Privacy Policy**

Ticano Group ("We", "Us" and "Our") are committed to protecting and respecting your privacy. All personal data provided by you through <a href="www.ticanogroup.com">www.ticanogroup.com</a> or through our online invoice-discounting platform (our sites) is dealt with in accordance with the Data Protection Act.

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting our sites you are accepting and

consenting to the practices described in this policy. If you do not accept these terms, you should not register your personal details or continue to use our sites.

# Information we may collect from you

Information we may collect from you includes the following:

- Information you give us. You may give us information about you by filling in forms on our sites or by corresponding with us by phone, e-mail or otherwise, including results of any surveys we carry out. This also includes information you provide when you register with us, sign up to an event or to receive our newsletters, or when you report a problem with our sites. The information you give us may include your name, address, e-mail address, phone number, passwords, financial information, personal descriptions, as well as any identification documents and photographs.
- Information we collect about you. With regard to each of your visits to our sites we may automatically collect the following information:
- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL)
  clickstream to, through and from our sites (including date and time); products you viewed
  or searched for; page response times, download errors, length of visits to certain pages,
  page interaction information (such as scrolling, clicks, and mouse-overs), and methods
  used to browse away from the page and any phone number used to call our customer
  service number.
- Cookies and tracking.
- Information we receive from other sources. We may receive information about you if you use any of the other websites we operate or the other services we provide. We are also working closely with third parties (including, for example, business partners, subcontractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

You acknowledge that the information provided by you in any manner may amount to personal or sensitive data under the Act and by continuing to use our sites you give consent to your data being processed as set out in this statement.

#### **Cookies**

Our sites uses cookies to distinguish you from other users of our sites. This helps us to provide you with a good experience when you browse our sites and also allows us to improve our sites. By continuing to browse the sites, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

# We use the following cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our sites. They include, for example, cookies that enable you to log into secure areas of our sites.
- Analytical/performance cookies. They allow us to recognise and count the number of
  visitors and to see how visitors move around our sites when they are using it. This helps
  us to improve the way our sites work, for example, by ensuring that users are finding
  what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our sites. This enables us to personalise our content for you, greet you by name and remember your preferences.
- Targeting cookies. These cookies record your visit to our sites, the pages you have visited and the links you have followed. We will use this information to make our sites and the advertising displayed on them more relevant to your interests. We may also share this information with third parties for this purpose.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our sites.

#### Uses made of the information

Information we hold about you may be used in the following ways:

- to improve our sites and to ensure that content from our sites is presented in the most effective manner for you and for your computer.
- to administer our sites and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to allow you to participate in any interactive features of our service, when you choose to do so:
- as part of our efforts to keep our sites safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our sites about services that may interest you or them;
- to notify you about changes to our service;
- to verify your identity in order to prevent and detect money laundering and crime; and
- to carry out regulatory checks.

# Disclosure of your information

We may share your personal information with any member of our group, which means any subsidiaries, ultimate holding company and its subsidiaries. We may share your information with selected third parties including:

- Advertisers and advertising networks that require the data to select and serve relevant adverts to you that you request from us or that we think may be of interest to you.
- Analytics and search engine providers that assist us in the improvement and optimisation of our sites.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Ticano Group or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Ticano Group, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

# Where we store your personal data

By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

# Your rights

Our sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. We reserve the right to make a small administrative charge to cover our costs of doing this.

# Changes to our privacy policy

We reserve the right to modify this privacy statement or any part of it at any time and any changes will be posted on the sites.

#### Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be sent to <a href="mailto:legal@ticanogroup.com">legal@ticanogroup.com</a>.

#### Terms of Use

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

#### Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website <a href="www.ticanogroup.com">www.ticanogroup.com</a> or through our online invoice-discounting platform (our sites), whether as a guest or a registered user. Use of our sites includes accessing, browsing, or registering to use our sites.

By using our sites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our sites.

#### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our sites:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our <u>Cookie Policy</u>, which is incorporated into our Privacy Policy, and which sets out information about the cookies on our sites.

#### Information about us

www.ticanogroup.com and our online invoice-discounting platform are sites operated by Ticano Group ("We", "Us" and "Our"). We are a private limited company registered in Botswanaand have our registered office and principal place of business at Unit a5, Grand Union Building, CBD, Gaborone.

# **Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

# **Changes to our sites**

We may update our sites from time to time, and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our website, or any content on them, will be free from errors or omissions.

## **Accessing our sites**

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at legal@ticanogroup.com.

# **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.

You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### No reliance on information

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

# Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by laws of Botswana.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on them, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any content displayed on our sites.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on it, or on any sites linked to it.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### Viruses

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites is stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will

co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

# Linking to our sites

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other website, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our sites other than that set out above, please contact <a href="legal@ticanogroup.com">legal@ticanogroup.com</a>.

# Third party links and resources in our sites

Where our sites contain links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources.

## Applicable law

Please note that these terms of use, its subject matter and its formation (and any non-contractual disputes or claims), are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### Contact us

To contact us, please email info@ticanogroup.com.

Thank you for visiting our sites.