

## Terms and Conditions of using BizFundi

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Last updated: May 17, 2018

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the [www.bizfundi.or.tz](http://www.bizfundi.or.tz) website and the Bizfundi mobile application (together, or individually, the "Service") operated by International Executive Service Corps ("us", "we", or "our").

These terms and conditions apply to the Site, and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference them

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing the Site, you confirm your understanding of the Terms and Conditions. If you do not agree to these Terms and Conditions of use, you may not use this website. The Site reserves the right to change, modify, add, or remove portions of these Terms and Conditions of use at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions of use regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions of use constitutes your implicit acceptance of those changes.

### Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may request to opt out of receiving any, or all, of these communications from us by contacting us by email at [bizfundi@iesc.org](mailto:bizfundi@iesc.org) with the word "unsubscribe" in the subject line.

### Site Content & Usage

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without providing any notice to you. Content

provided on this site is solely for informational purposes only. Submissions or opinions expressed on this Site are those of the individual(s) posting such content and do not reflect our opinions. Certain services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you thereby agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.

Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be held responsible for or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. During the registration process you agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

**By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.**

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

**In this regard thus** Anything that you submit to the Site and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You may

not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions or else face legal repercussions. We may, but shall not be obligated to, remove or edit any Submissions

International Executive Service Corps has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of International Executive Service Corps or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

### **Site Accessibility**

Our aim is to ensure accessibility to the website at all times, however, we make no representations of that nature and reserve the right to terminate the website at any time and without notice. By agreeing to the stipulated terms and conditions, You accept that service interruption may occur in order to allow for website improvements, scheduled maintenance or may also be due to outside factors beyond our control

### **Permitted and Prohibited Uses**

You may use the Service for the sole purpose of sharing and exchanging ideas with other Users. You may not use the Service to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the United Republic of Tanzania, any rules of any national or other securities exchange, and all applicable rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the Service any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

You are strictly prohibited from communicating on or through the Service any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You also are expressly prohibited from distributing Users' personal information to third-party parties for marketing purposes. We shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and we reserve the right to terminate or suspend your access to and use of the Website and to suspend or revoke your membership in the consortium without refund of any membership dues paid.

We note that unauthorized use of Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. We reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and We will fully cooperate with any authorities investigating violations of these laws.

### **User Breach**

Please report any recurring problems, offensive content and policy breaches to us. We work to ensure that all posted content does not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate.

### **Accounts**

When you create an account with us, you guarantee that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian and

that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

We grant you a non-transferable, revocable and non-exclusive license to use the Site, in accordance with the Terms and Conditions described herein, for the purpose of shopping for personal items sold on the Site. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

### **Cookies**

We employ the use of cookies. By using Bizfundi's website you consent to the use of cookies in accordance with Bizfundi's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies

### **Intellectual Property**

BizFundi is committed to respecting, adhering to and upholding all applicable IPRs and encourages its users to respect them as well

All intellectual property rights, whether registered or unregistered, in the Site, information content on the Site and all the website design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain our property. The entire contents of the Site also are protected by copyright as a collective work under Tanzania copyright laws, The United States of America and international conventions ratified. All rights are thereby reserved.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of International Executive Service Corps.

All intellectual property rights are reserved. You may view and/or print pages from <http://www.bizfundi.or.tz> for your own personal use subject to restrictions set in these terms and conditions. You must not:

- Republish material from <http://www.bizfundi.or.tz>
- Sell, rent or sub-license material from <http://www.bizfundi.or.tz>
- Reproduce, duplicate or copy material from <http://www.bizfundi.or.tz>
- Redistribute content from Bizfundi (unless content is specifically made for redistribution).

### **Notification Of Possible Copyright (Intellectual Property) Infringement**

In the event you believe that material or content published on the Website may infringe on your copyright or that of another, please contact us. In this instance:

- All IPR infringement claims made for the same user within five days of first complaint count as one complaint. The first complaint is considered.
- IPR holders must provide proof of the IPR infringed when raising a complaint against another user
- Where a user has received one or more infringement warnings, BizFundi has the right to refuse or restrict this user's participation on the site and affiliated BizFundi channels.
- In case of serious non-compliance, BizFundi has the right to immediately deactivate the user account without any notice
- Warnings are cumulatively counted on a six-month basis, which means that all infringements are on record for 182 days after the first infringement, except where the user account has been deactivated.

Users whose accounts have been deactivated for IPR infringements are banned from the site and can face further legal charges and or actions if they attempt to create a new account under a different name

### **User Comments**

This Agreement shall begin on the date hereof.

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Bizfundi does not screen, edit, publish or review Comments prior to their appearance

on the website and Comments do not reflect the views or opinions of Bizfundi, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Bizfundi shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Bizfundi reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy;
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Bizfundi a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### **Links to Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by International Executive Service Corps

International Executive Service Corps has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that International Executive Service Corps shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

- Search engines;
- News organizations;
- Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations: the Tanzania Communications and Regulatory Authority (TCRA) , the Registrar of NGOs, commonly-known consumer and/or business information sources dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [bizfundi@iesc.org](mailto:bizfundi@iesc.org).



Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Bizfundi's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

### **Removal of links from our website**

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Termination**

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part.

Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination. If you

are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices of operating the Site, your sole and exclusive remedy is to discontinue using the Site.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indemnification**

You agree to defend, indemnify and hold harmless International Executive Service Corps and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content.

Users agree that BizFundi shall be held free from any liability in contract, pre-contract or other representations, in tort, including, without limitation, negligence, or otherwise out of or in connection with the terms and conditions for any economic losses, such as, but not limited to profits, anticipated savings, revenues, contracts or general business; loss of goodwill or reputation; and any special or indirect losses suffered or incurred by any of the parties arising out of or in connection with the provisions of any matter under these terms and conditions.

Users accept that BizFundi will not be held responsible or liable for any loss of content or materials uploaded or transmitted through the website and accept no liability of any kind for any loss or damage from action taken or taken in reliance of material or information contained on the site. Users accept that Bizfundi does not guarantee continuous, uninterrupted or secure access to our services, and operation of the website may be interfered with by numerous factors outside of our control. In addition, the Site and the services are provided "as is, where is" and as and when available, and to the extent permissible by law all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation, any terms as to skill and care or timeliness of performance, are excluded.

### **Limitation Of Liability**

In no event shall International Executive Service Corps, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on

the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

By agreeing to these terms and conditions, you agree to indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless and not liable from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

### **Disputes' Resolutions**

If a dispute/misunderstanding arises between you and us, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and us agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services in accordance with one of the subsections below or as we and you otherwise agree amicably and in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as arbitration with Litigation being the last resort.

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Tanzania in English and governed by Tanzanian laws pursuant to the Arbitration Act Cap 15 R.E 2002 of Tanzania, as amended, replaced or re-enacted from time to time. The Arbitrator shall be a person who is legally trained and who has experience in the information technology field in Tanzania and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

### **Information Privacy , Protection and Security**

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We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in our accompanying Privacy and Confidentiality Policy. We view protection of users'

privacy as a very important community principle. We store and process your information on computers that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles.. If you object to your information being transferred or used in this way please do not use our services.

### **No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

If any portion of these Terms and Conditions is held by any court of law or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any other section listed in this document.

### **Governing Law**

These Terms and Conditions shall be interpreted and governed by the laws in force in the United Republic of Tanzania. Subject to the Disputes Resolution section above, each party hereby agrees to submit to the jurisdiction of the courts of Tanzania and to waive any objections based upon venue

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Notices and Amendments**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

We shall send notices to you by email to the email address you provide to Bizfundi during the registration process. Notice shall be deemed given and received 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to you by registered mail shall be deemed to have been received by that party three days after the date of mailing

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Miscellaneous provisions**

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that mandate for such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions to any third party is prohibited unless agreed upon in writing by the seller. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions to any third party.

### **Contact Us**

If you have any questions about these Terms, please contact us at [bizfundi@iesc.org](mailto:bizfundi@iesc.org).

### **Disclaimer**

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT. WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN OR APPEARING ON THE WEBSITE. YOUR PARTICIPATION IN THE WEBSITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH US, OUR EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE, BY YOUR USE OF THE WEBSITE, THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

OUR TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE WEBSITE WILL NOT EXCEED TEN THOUSAND TANZANIAN SHILLINGS

(TZS 10,000). USER AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT WE WOULD NOT PROVIDE THE WEBSITE ABSENT SUCH LIMITATION.