

ATLAS CONSULTANCY SERVICES LIMITED

WEBSITE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These terms and conditions govern your use of the ATLAS CONSULTANCY SERVICES LIMITED (“ACSL”) website situated at www.atlas.tz (“ACSL website”). Please read the website terms and conditions in full before you use this website.
- 1.2. **By accessing ACSL website, you agree to be bound by these terms and conditions.**
- 1.3. ACSL reserves the right, in its sole discretion, to amend these terms and conditions at any time without giving prior notice.

2. ACCESS TO ACSL WEBSITE

- 2.1. It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access in order to access this website. It is your responsibility to ensure that all such hardware, software and facilities so procured by you are compatible with this website.
- 2.2. You will be able to access the majority of this website without having to register any details with us. To the extent that you do register any of your personal details on this website, you consent to ACSL, its affiliates (being entities that control, are controlled by or are under common control with ACSL and agents using your details to contact you for purposes of (i) marketing to you, (ii) contacting you in connection with any applications you may make for loans or other related services; and (iii) internal analysis and statistical reporting.

3. USE OF ACSL WEBSITE

- 3.1. You may only access and use ACSL website in a lawful manner for your own private or educational purposes. You may not access or use this website for any commercial or non- private/educational purpose without the prior written consent of ACSL.
- 3.2. Material on this website may not be republished online or offline without ACSL’s prior written consent.

- 3.3. With the exception of personal and private information, any material you send or post to this website shall be considered non-proprietary and non-confidential.
- 3.4. When using this website you shall not post or send to or from this website any material:
 - 3.4.1. which you are not permitted to so post or send or for which you have not obtained all necessary consents, permits and/or licences;
 - 3.4.2. 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 the laws of the United Republic of Tanzania; and
 - 3.4.3. which is harmful in nature including, and without limitation, damaging code, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 3.5. ACSL 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.

4. ACSL WEBSITE INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. ACSL may make changes to the material on ACSL website at any time and without giving prior notice.
- 4.2. Nothing on ACSL website should be construed as a solicitation or offer, or recommendation, to acquire any product or service to engage in any other transaction, or to provide any professional advice or service.
- 4.3. All intellectual property (whether registered or not) on this website including, without limitation, copyright, software, information, graphics, design elements, text, formatting, logos, trademarks, icons and hyperlinks are owned by ACSL or its licensors and must not be reproduced without ACSL's and/or the licensor's prior written consent.

5. AVAILABILITY OF ACSL WEBSITE

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

6. LINKS TO AND FROM THIRD-PARTY WEBSITES

- 6.1.** Any links to third-party websites located on this website are provided for your convenience only. ACSL 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 this website, it is at your own risk.
- 6.2.** ACSL shall 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 this website.
- 6.3.** If you would like to insert a link (including, without limitation, hyperlink, frame or metatag) to this website, you must first obtain the prior written consent of ACSL to do so, which consent ACSL is entitled to withhold or refuse in its sole discretion. Any approval granted by ACSL will be subject (in addition to any other conditions which ACSL may impose) to the following conditions:
 - 6.3.1.** you may only insert a link to a page on this website but you may not replicate the whole or any part of this website;
 - 6.3.2.** by inserting a link, you must not in any way imply that ACSL is endorsing your website, any of its contents and/or any services or products which you may offer;
 - 6.3.3.** you do not misrepresent your relationship with ACSL or present any false information about ACSL and/or its subsidiaries;
 - 6.3.4.** you do not link from a website that is not owned by you;
 - 6.3.5.** 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 the laws of the United Republic of Tanzania; and

- 6.3.6.** you agree to fully indemnify ACSL for any loss or damage suffered as a result of inserting or providing such a link.

7. DISCLAIMER

- 7.1.** ACSL website is provided “as is” and has not been specifically designed to meet any individual person’s specific requirements.
- 7.2.** ACSL has taken all reasonable steps to ensure that the information on this website is correct. However, ACSL does not guarantee the correctness or completeness of material on this website. The material on this website may be out of date, or on rare occasions incorrect and ACSL makes no commitment to ensure that such material is correct or up to date. Opinions and any other contents on ACSL website are provided by us for personal use and informational purposes only and are subject to change at any time and without giving prior notice.
- 7.3.** The material on this website is provided without any warranties of any kind. To the maximum extent permitted by law, ACSL 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 this website.
- 7.4.** Although ACSL takes reasonable measures to ensure the safety and security of this website, ACSL does not warrant or represent that this website is safe and secure.

8. NO LIABILITY

- 8.1.** Neither ACSL, nor its affiliates and their respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering this website), 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 this website. This exclusion shall include, without limitation, servicing or repair costs and any other direct, indirect or consequential loss.
- 8.2.** To the maximum extent permitted by law, we will accept no liability in any event including (without limitation) for negligence, and/or for any damages or loss of

any kind, including (without limitation) direct, indirect, incidental, special or consequential damages, expenses or losses that may result to you or a third party arising out of, or in connection with:

- 8.2.1.** Your use or inability to use ACSL website, or your downloading of any material from the website or in connection with any error, omission, defect, computer virus (including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property, or system failure), loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damage, arising out of or in connection with the access of, use of, performance of, browsing in, or linking to other websites from this website or the material on such website.
- 8.2.2.** Any action based on the content of ACSL website or any use or application of the same or any error or omission relating to the transmission of the content of this website.
- 8.2.3.** For any misuse of the service or ACSL website by a third party, the ACSL shall not be held liable for the quality of service, any interruptions, malfunctions or disruptions from your internet service provider, telecommunications provider or any other third party.

9. DISCONTINUATION OF THE SERVICE

- 9.1.** ACSL reserves the right to modify, suspend or discontinue, temporarily or permanently, this website or any part of it, at any time and without giving prior notice.
- 9.2.** You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of this website.

10. GENERAL PROVISIONS

- 10.1.** The Laws of the United Republic of Tanzania shall govern these terms and conditions and you agree that the Courts of the United Republic of Tanzania shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this website and these terms and conditions. This website is designed for use in Tanzania mainland and Zanzibar only and is not directed to, nor intended for distribution to or use by, any person or entity in any jurisdiction or country where the publication or availability of

this website or such distribution or use would be contrary to local law or regulation.

- 10.2.** If you choose to access information on this website, it is your responsibility to comply with the applicable local, national or international laws and any use of this website outside the United Republic of Tanzania is entirely at your own risk.
- 10.3.** If any provision of this terms and conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 10.4.** ACSL 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 ACSL's rights under these terms and conditions are expressed for the benefit of the affiliates of ACSL and shall be capable of acceptance by them, whether expressly or tacitly.

11. COMMUNICATION WITH ACSL REGARDING THIS WEBSITE

- 11.1.** Any questions or comments about this website or these terms and conditions may be directed to us by email: director@atlas.tz by calling us on +255748500500, or by such other ways as described on ACSL website.