



Website Usage Terms



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Welcome to this C-NEST website. By accessing, browsing or using this website and all C-NEST owned and/or operated websites-, (the “C-NEST Websites”), you agree to comply with and be bound by the following Terms of Use (the “Terms”) and all terms and conditions incorporated by reference. Please review these Terms carefully before using the C-NEST Websites. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT USE THE C-NEST WEBSITES.

C-NEST may, without notice to you, at any time amend these Terms and any other information contained on the C-NEST Websites. Your continued use of the C-NEST Websites after any changes to these Terms have been posted will be considered your acceptance of those changes.

You agree that your use of the C-NEST Websites is on behalf of your company or another legal entity and you hereby represent and warrant that you are not a consumer.

1. SCOPE OF TERMS

These Terms apply to C-NEST Websites and to any secure areas of those websites. These Terms also apply to any and all online resources, materials, download areas, tools and interactive venues provided on the C-NEST Websites, including without limitation, blogs, community forums, chat rooms, discussion sites, service offerings information (hereinafter, “Online Mediums”), both now and in the future. C-NEST may also publish medium-specific terms of use, in which event these Terms shall remain in full force and effect to the extent that the Terms do not conflict with the medium-specific terms of use.

2. OWNERSHIP OF CONTENT

The C-NEST Websites; their past, present and future versions; all pages found within the C-NEST Websites; the material and information on the C-NEST Websites; all graphics, text, images, audio, videos, webinars, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any and all copyrightable material (including source and object code) and all other materials, including without limitation the design, structure, “look and feel” and arrangement of such content contained on the C-NEST Websites (hereinafter, the “Content”); trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, whether registered or not are owned, controlled or licensed by or to C-NEST, and are protected by intellectual property laws (the “Intellectual Property laws”), including but not limited to copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and other proprietary rights and unfair competition laws. In using the C-NEST Websites or the Content, you acknowledge and agree to abide by all applicable Intellectual Property laws, as well as any specific notices contained on the C-NEST Websites. All rights not expressly granted are reserved.

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Notice and takedown of material C-NEST encourages you to report material that you believe warrants removal from the C-NEST Websites, Online Mediums and Content based on applicable laws. If you would like to report such material for removal, please email us via our contact page. If you believe that any of the material on the C-NEST Websites infringes your copyright, please , please email us via our contact page to submit a Copyright Infringement notice. Following C-NEST’s receipt of your report of material that you believe warrants removal

or Copyright Infringement notice, as applicable, C-NEST will contact you as quickly as possible. C-NEST may request you provide additional information as necessary to investigate your specific report of material that you believe warrants removal and/or Copyright Infringement complaint.

3. COPYRIGHT

C-NEST retains copyright and/or applicable rights to all text and graphic images supplied on C-NEST Websites.

You may print and download the information on C-NEST websites for your own personal, non-commercial and educational use. Unless permitted by mandatory rules of law, you may not distribute any text or graphics featured on C-NEST Websites to others without the express written permission of C-NEST, "mirror" this information on your own site without permission from C-NEST, or modify or re-use in any way the text or graphics on this site.

You may not use the C-NEST Websites, Content or Online Mediums for any purpose or in any manner that infringes the rights of any third parties.

4. TRADEMARKS

The trademarks, service marks, logos, slogans and domain names ("Marks") referenced on the C-NEST Websites are either common-law trademarks or registered trademarks of C-NEST Botswana or its subsidiaries and are protected by trade mark and other laws in Botswana, the European Union and other countries, and international laws and treaties.

Use of C-NEST trademarks is prohibited unless expressly authorised by C-NEST. You are not permitted to use any Marks displayed on the C-NEST Websites, metatags or any other "hidden text" utilising Marks of C-NEST and its licensors, without the prior written permission of C-NEST or such third party who may own the Mark. Without the express prior written consent of C-NEST Botswana., no C-NEST Mark may be used in a manner that implies an affiliation with, approval by, endorsement of or sponsorship by C-NEST.

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The names of actual companies and products mentioned on the C-NEST Websites may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement or association with C-NEST. Nothing contained on the C-NEST Websites should

be construed as granting, by implication or otherwise, any licence or right to use any Marks displayed on the C-NEST Websites.

Logo Requests

C-NEST customers wishing to use the "C-NEST" logo must email us via our contact requesting permission.

C-NEST channel partners may use the channel partner tier logo as specified in their agreement with C-NEST and according to specific guidelines and other partner program resources provided to channel partners.

5. YOUR USE OF THE C-NEST WEBSITES

Privacy Policy

C-NEST's privacy policy, as it may change from time to time, applies to the collection and use of personal data and is made a part of these Terms by this reference. The privacy policy is available on the same C-NEST Website that features these Terms.

Password Protected Areas

Access to and use of password protected areas of the C-NEST Websites is restricted to authorised users only. You agree that you: (i) will provide current, complete and accurate identification, contact and other information about you as you may be prompted by the registration process on the C-NEST Websites; (ii) are responsible to maintain, keep current and update any registration data and other information you provide to C-NEST; (iii) are entirely responsible for maintaining the security of your password, identification and account and for any and all activity that occurs under your account; and (iv) will notify C-NEST immediately of any unauthorised access or use of your account or password or any other breach of security. You understand that any person with your password will be able to access your account and any registration data, including, without limitation access to your servers and applications accessible through your account. You accept sole risk of unauthorised access to your account. To the full extent permitted by law C-NEST will not be liable to you for any loss you may incur as a result of someone else using your password or account with or without your knowledge. You may be held liable for losses incurred by C-NEST or any other user or visitor to the C-NEST Websites due to someone else using your password or account because of your non-performance under these Terms. You may not use anyone else's account at any time, without the permission of the account holder.

Content you Submit

At C-NEST we love hearing from you. Blogs, community forums, chat rooms and other discussion sites may be made available to our customers and users. You acknowledge and

agree, that any content you, as a user, may submit via the Online Mediums will become public information and it shall be deemed to be provided on a non-confidential basis, except for resumes submitted solely for consideration for employment with C-NEST which may be shared within C-NEST on a “need to know” basis. You should always use caution when submitting personal data about yourself or third parties in any Online Mediums. Without prejudice to the limitations of use of your personal data as set out in C-NEST’s Privacy Policy, as it may change from time to time, C-NEST is free to use or disseminate such contributed content on an unrestricted basis for any purpose, and you grant C-NEST an irrevocable, worldwide, perpetual, royalty-free licence to use, reproduce, modify, adapt, incorporate, transmit, display, publish, post, resell and otherwise distribute such Submission and contributed content (including, without limitation, creative ideas, suggestions, materials, names, voices, likeness and other personal data contained in your Submission) in any form and media now known or which shall become known in the future for any purposes whatsoever, including without limitation, using such information, ideas, inventions and creative ideas for development, marketing and promotional purposes, without any notice or compensation to you.

C-NEST is under no obligation to use the contributed content and your Submissions and may remove any such content or Submission at any time at its sole discretion. C-NEST reserves the right to terminate your access to Online Mediums at any time, without notice, for any reason whatsoever.

You represent and warrant that you own or otherwise have permission to submit any such materials and grant C-NEST the rights described herein.

No Unlawful or Prohibited Use. You agree not to upload, post or otherwise transmit via the Online Mediums any content that: (i) is misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable; (ii) constitutes unauthorised disclosure of personal or confidential information; (iii) infringes any patent, trade mark, trade secret, publicity right, privacy right, copyright or other intellectual property or any rights of any party; (iv) contains viruses, Trojan horses, Worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware designed for phishing and with a view to compromise the data security and integrity, and obtain sensitive personal or financial information.

You also agree not to use the C-NEST Websites or Online Mediums to: (i) impersonate an employee or a representative of C-NEST, its divisions and subsidiaries; (ii) misrepresent your identity or affiliation with a person or entity; (iii) send bulk mail, spam, “chain letters” and other unsolicited and unauthorised communication; (iv) attempt to gain unauthorised access to any portion or feature of the C-NEST Websites or any other system or networks connected to the C-NEST Website or any other services offered through the C-NEST Websites, and/or other accounts not belonging to you, or violate security of any portion of the C-NEST Websites, by hacking, password mining or any other means; (v) obtain or attempt to obtain any information, materials or documents not purposely made available through the C-NEST Website or Online

Mediums through any means; (vi) attempt to interfere with the proper working of the C-NEST Websites or any transaction being conducted on the C-NEST Websites or to restrict or inhibit any other user from accessing or using the C-NEST Websites, by means of hacking or defacing any portion of the C-NEST Websites; (vii) violate any applicable local, national or international law.

6. OTHER TERMS AND CONDITIONS

Your Purchase of Services and Services Availability

Specific terms and conditions apply to your purchase of services from C-NEST and to specific portions or features of the C-NEST Websites. C-NEST's obligations with regards to its services offered on the C-NEST Websites are governed solely by such terms and conditions and nothing contained on the C-NEST Websites or in these Terms shall be construed to alter terms and conditions that are specific to services. The materials on the C-NEST Websites with respect to services may be outdated and C-NEST makes no commitment to update such material. Not all services mentioned in these materials will be available in your country and such references do not imply that C-NEST will make available such services in your country. Please consult C-NEST locally for information regarding the availability of particular service offerings in your country.

Promotions

The C-NEST Websites may contain or offer promotions or other similar features, which may be subject to a separate set of rules that describe the promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements in connection with the applicable contest or promotion.

7. LINKING TO C-NEST WEBSITES

We greatly appreciate your efforts in letting your clients know about us. You may link to the C-NEST Websites by using a text link and linking to a C-NEST Websites homepage. Linking directly to any other webpage or content within the C-NEST Websites is prohibited without C-NEST's prior written permission. C-NEST only consents to links in which the link and the pages that are activated by the link do not: (i) duplicate the website content; (ii) frame or create any other border around any content on the C-NEST Websites or any pages on the C-NEST Websites or use other techniques that alter in any way the visual presentation or appearance of any content within the C-NEST Websites; (iii) misrepresent your relationship with C-NEST or otherwise create a false affiliation, connection or association with C-NEST; (iv) imply that C-NEST approves or endorses you, your website, or your services or product offerings; (v) present a false or misleading impression about C-NEST or otherwise damage the goodwill associated with the C-NEST name or Marks; (v) use C-NEST Marks in page text, metatags and/or hidden text for purpose of gaining higher rankings from search engines; (vi) utilise C-NEST name,

Marks, colours, logos or any other brand features of C-NEST, nor your relationship with C-NEST for purposes of or in any manner which intentionally gives rise to advertising or publicity without C-NEST's prior written permission. As a further condition to being permitted to link to the C-NEST Websites, you agree that C-NEST may at any time, in its sole discretion, terminate permission to link to the C-NEST Websites. In such event, you agree to immediately remove all links to the C-NEST Websites and to cease using any C-NEST Marks. C-NEST reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other website reached by links to or from the C-NEST Websites.

Except for the link logos as provided by C-NEST, you may not use the C-NEST corporate logo or any other brand feature to link to C-NEST.

8. LINKS TO THIRD PARTY WEBSITES

The C-NEST Websites may contain links and references to non-C-NEST websites and resources ("Linked Websites") and are provided for convenience only. If you decide to leave C-NEST Websites and access Linked Websites, you do so at your own risk and C-NEST will have no liability arising out of or related to such Linked Websites and/or their content or any damages or loss caused or alleged to be caused by or in connection with any purchase or use of any such content, goods or services available on or through any such Linked Website. C-NEST has not reviewed the Linked Websites and C-NEST is not responsible for the content, accuracy or opinions expressed on these websites. Inclusion of these links on C-NEST Websites does not apply approval or endorsement by C-NEST of the Linked Websites, their entities or products and services. Please understand that the Linked Websites, even if they contain a C-NEST logo, are independent websites, and C-NEST does not control the content on that Linked Website. Additionally, C-NEST is not a party to or responsible for any transaction you may enter into with any such third party, even if you learn of such third party from C-NEST, by way of reference or link provided on the C-NEST Websites.

9. FORWARD-LOOKING STATEMENTS

All statements on the C-NEST Websites other than statements of historical fact are statements that could be deemed forward-looking statements, including, but not limited to, any projections of financial information; any statements about historical results that may suggest trends for our business; any statements about operational improvements or third party data that may suggest trends for our business or industry; any statements of the plans, strategies, and objectives of C-NEST for future operations or service offerings; any statements of expectation or belief regarding future events, potential markets or market size; technology developments, and any statements of assumptions underlying any of the items mentioned. Risks, uncertainties and assumptions include the possibility that expected benefits from our operational improvements or service offerings may not materialise. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties that involve risks, many of which are beyond our control and not guarantees of future performance. If such risks or uncertainties materialise or such assumptions prove incorrect, the results of C-NEST could

differ materially from our current expectations as a result of many factors, including but not limited to: the unpredictable nature of our rapidly evolving market and quarterly fluctuations in our business; the effects of competition; and any adverse changes in our indirect channel relationships. Except as required by law, C-NEST assumes no obligation to update these forward-looking statements publicly, or to update the reasons, and actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

10. DISCLAIMER OF WARRANTIES

The following applies to the fullest extent permitted by applicable law:

Your use of and access to the C-NEST Websites, Online Mediums and Content posted by C-NEST, its divisions, subsidiaries or user generated content posted by third parties is at your sole risk. The C-NEST Websites, Online Mediums and Content are provided for informational purposes only on an "AS IS" and "AS AVAILABLE" basis without any express or implied warranty of any kind, including warranties of merchantability, non-infringement, or fitness for any particular purpose. C-NEST makes no representations, warranties or guarantees as to the quality, suitability, truth, accuracy or completeness of the Content. C-NEST further makes no representations, warranties or guarantees that the quality and reliability of any information, and hosting services obtained from the C-NEST Websites, Online Mediums and/or Content will meet your expectations and requirements, be virus-free, or perform error- and damage-free. To the fullest extent permitted by law, you assume all risk and responsibility for any loss or damage whatsoever to your computer system, data and business arising out of your use of the C-NEST Websites, Online Mediums and/or Content.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, you expressly understand and agree that C-NEST and any contributor to the user-generated content via Online Mediums ("C-NEST Licensors") SHALL NOT BE LIABLE to you for:

- 1) any loss or damage which you may incur, including without limitation as a result of any reliance placed by you on the accuracy, completeness or suitability of the Content, or any changes C-NEST and C-NEST Licensors may make to the C-NEST Websites, Online Mediums and Content, or any temporary interruption or permanent cessation in the provision of the Online Mediums and Content, or, if applicable, your failure to safeguard your account details or passwords;
- 2) any loss or damage which you may incur as a result of your leaving the C-NEST Websites and accessing Linked Websites. This includes without limitation any loss or damage that you may incur as a result of any reliance placed by you on the accuracy, completeness or suitability of the content on Linked Websites;

3) to the full extent permitted by law, any damages whatsoever, including without limitation direct, indirect, special, incidental, consequential damages arising out of or in connection with your use of, your inability to use, or results of the use of the C-NEST Websites, Online Mediums and Content and any Linked Websites (including without limitation for loss of or damage to business, revenues, goodwill or data) even if C-NEST and C-NEST Licensors had previously been advised of, or reasonably could have foreseen, the possibility of such loss or damages, however they arise, whether in breach of contract, negligence or other tortious action. Nothing in these Terms shall exclude or limit liability to a greater extent than is permitted by applicable law and nothing in these Terms shall exclude or limit liability for fraud, fraudulent misrepresentation, or for death or personal injury caused by negligence.

12. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify and hold C-NEST, its subsidiaries, affiliates, shareholders, officers, directors, agents, employees and representatives and C-NEST Licensors, their subsidiaries, affiliates, shareholders, officers, directors, agents, employees and representatives harmless from any claims and demands, including reasonable attorneys' fees, made by any third party arising from or relating to: (i) your use of and access to the C-NEST Websites, Online Mediums and Content; (ii) content you submit, post, transmit or otherwise make available via the C-NEST Websites and Online Mediums; (iii) your violation of these Terms or C-NEST Websites' specific Terms and Conditions. This indemnification obligation will survive the termination of your C-NEST account or these Terms

13. GENERAL

The Terms constitute the entire agreement between you and C-NEST relating to your use of and access to the C-NEST Websites and Online Mediums and Content. You may also be subject to Online Medium or Content specific terms of use. Where these Terms intend to create any right for any third party to rely upon these Terms in any way and/or where specific clauses of these Terms are considered to be so called "third party stipulations" and such are accepted by the respective third party, such third party shall not become a party to the agreement between you and C-NEST. The laws of Botswana shall govern any action related to the Terms and your use of the Online Mediums and Content, without regard to the choice of law rules. In any dispute between you and C-NEST, you agree to submit to the non-exclusive jurisdiction of the courts located in Botswana. In the event of any violations of the Terms, C-NEST reserves the right to disable your access to the C-NEST Websites, Online Mediums and Content and seek all remedies available by law and in equity.

Thank you for reading through these Terms. Now please enjoy our C-NEST Websites.

