

WEBSITE TERMS AND CONDITIONS OF USE

Effective Date: 1st May 2025



PREAMBLE

These Terms and Conditions of Use ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Baobab Technologies Company ("Company," "we," "us," or "our"), governing your access to and use of the website located at <https://www.baobabtechnologies.co.tz> ("Website"). By accessing, browsing, or interacting with the Website, you expressly acknowledge and agree to abide by these Terms in their entirety. If you do not accept any provision herein, you are expressly prohibited from using the Website.

ABOUT THE COMPANY

Baobab Technologies Company is a registered and publicly listed entity under the laws of the United Republic of Tanzania. Our principal offices are situated at Mpakani Centre, Mwenge, Dar es Salaam, Tanzania. The Website serves as a digital platform to provide information about our products, services, and technological solutions.

1. ACCEPTABLE USE OF THE WEBSITE

(a) **Lawful Compliance:** You are obligated to utilize the Website exclusively for lawful purposes, in strict adherence to these Terms, applicable national and international laws, regulations, and public norms. Prohibited activities include, but are not limited to, unauthorized access, data scraping, or actions that disrupt the Website's functionality.

(b) **Account Responsibility:** If you create an account, you assume full responsibility for maintaining the confidentiality of your login credentials and restricting unauthorized access. You agree to immediately notify us of any security breaches or unauthorized use of your account. All activities under your account are deemed your responsibility.

2. INTELLECTUAL PROPERTY RIGHTS

(a) **Ownership:** All content, materials, and features on the Website—including text, graphics, logos, images, audio/video clips, software, and design elements—are the exclusive property of Baobab Technologies Company or its licensors. These materials are protected under copyright, trademark, patent, and other intellectual property laws of Tanzania and applicable jurisdictions.

(b) **Permitted Use:** You are granted a limited, non-transferable, revocable license to access and use the Website's content for personal, non-commercial purposes. Unauthorized reproduction, distribution, modification, public display, or creation of derivative works without our prior written consent is expressly prohibited and may result in legal action.

3. USER-GENERATED CONTENT

(a) **Submission:** The Website may permit you to submit content, including comments, feedback, or other materials ("User Contributions"). By doing so, you grant the Company a perpetual, irrevocable, global, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate, distribute, and display such content across all media formats and channels, existing or future.

(b) **Representations:** You warrant that (i) User Contributions are original, accurate, and non-infringing; (ii) you hold all necessary rights to grant the above license; and (iii) such content complies with these Terms and applicable laws. We reserve the right to remove any User Contributions deemed inappropriate or violative of these Terms.

4. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BAOBAB TECHNOLOGIES COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL BAOBAB TECHNOLOGIES COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES) ARISING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania. Any disputes arising hereunder shall be exclusively resolved by the

competent courts of Tanzania. Users accessing the Website from other jurisdictions do so at their own risk and are responsible for compliance with local laws.

7. AMENDMENTS TO TERMS

We reserve the right to amend, modify, or update these Terms at our sole discretion, effective immediately upon posting the revised version on the Website. Your continued use after such changes constitutes unconditional acceptance of the updated Terms. You are advised to periodically review this page for the latest version.

8. CONTACT INFORMATION

For inquiries, clarifications, or concerns regarding these Terms, please contact us via:

- **Email:** info@baobabtechnologies.co.tz
- **WhatsApp:** +255 746 355 355

LAST UPDATED: 1st May 2025

By accessing or using the Website, you affirm that you have read, understood, and irrevocably agreed to be bound by these Terms and Conditions of Use.

