



Terms & Conditions

B.I.C.B Limited trading as Bryte Risk Services Botswana

A Fairfax Company

Company: B.I.C.B Limited trading as Bryte Risk Services Botswana ('Bryte')
Registration No.: BW00000592304; VAT Registration No.: C000754501112
Directors: JE O'Neill (Non-Executive Chairman); A Masole (Resident Executive Director)*; E Gonsalves (Independent Non-Executive Director); S Ndzingo (Independent Non-Executive Director); Prof B Otlhogile (Independent Non-Executive Director); C Saungweme (Non-Executive Director)
Physical Address: 7th Floor, Building 2 (Fairscape Tower), Fairscape Precinct, Plot 70667, Gaborone, Botswana
Postal Address: PO Box 1221, Gaborone, Botswana
Contact Details: Head Office: Telephone + 26 7 363 5000
Website: <http://www.bryte.co.bw>

**Subject to regulatory approval*

Thank you for visiting our website. By using this Website, the user agrees to read, understand and abide by the terms and conditions mentioned herein. Our terms and conditions constitute a binding agreement and maybe enforced between Bryte and the User.

1. Definitions and Interpretation

- 1.1 "BRYTE" shall mean BICB Limited t/a Bryte Risk Services Botswana, an Authorised Non- Banking Financial Institution;
- 1.2 "Cybercrime Act" shall mean Cybercrime and Computer Related Crimes Act (Cap 08:06);
- 1.3 "User" means any person who enters or uses the Bryte website;
- 1.4 "ECT Act" means Electronic Communications and Transactions Act of 2014 ("the ECT Act");
- 1.5 "Data Message" shall have the meaning as defined in Section 2 of the ECT Act; and
- 1.6 "Information" means without being limited thereto, the news, publications, speeches, information relating to workshops or seminars, and the likes thereof published on the BRYTE website or provided through the BRYTE website.
References herein to the singular includes the plural and vice versa.

2. Website Information

This website provides, information, guidelines and services relating and incidental to BRYTE.

3. Changes to these Terms and Conditions

- 3.1 BRYTE may at any time, without notifying the User:
 - 3.1.1 change these terms and conditions;
 - 3.1.2 change the content and/or services available from the Website;
 - 3.1.3 discontinue any aspect of the Website or service(s) available from the Website; and/or
 - 3.1.4 change the software and hardware required to access and use the Website.
- 3.2 The user agrees that the terms and conditions enforced are those stated on the website as at the time the user is logged on to the Website.

4. Permissions

- 4.1 BRYTE permits the User to view, browse and use content of the BRYTE website, on condition that such content is used for personal and/or non-commercial purposes only.
- 4.2 The User is permitted to copy, download and print the content of the BRYTE website for purposes of executing, or with the intention to execute, a transaction between the User and BRYTE or any of its agents.
- 4.3 Users are explicitly prohibited from framing the BRYTE website, in any manner whatsoever, without the prior written consent of BRYTE. ("Frame" may be defined as a technique used to divide a web page into different parts such as a menu and separate content.)
- 4.4 Users may not sublicense any of the content available from the website nor assign, transfer or sublicense the rights pursuant to this Agreement.
- 4.5 Any content whatsoever taken from the Bryte website must be acknowledged and referenced accordingly.
- 4.6 All licenses and/or permissions granted are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by BRYTE at any time without giving reasons therefore at BRYTE's sole and absolute discretion.

5. Hyperlinks

- 5.1 BRYTE cannot guarantee that the hyperlinks, pointer or other linking functions ("Hyperlink") set out on the sites will be accurate at the time of your access. Moreover, the sites pointed at by Hyperlinks are developed and maintained by persons over whom BRYTE have no control.
- 5.2 BRYTE does not monitor the sites linked to our pages on the Internet, therefore, assumes no responsibility for the content of any sites referenced to by any Hyperlink or otherwise. BRYTE believe that their making Hyperlinks available to publicly accessible web pages and newsgroups is legally permissible and consistent with the common, customary expectations of those who make use of the Internet. You may not provide Hyperlinks to this web site without prior written consent of BRYTE.
- 5.3 The User is permitted to link to, but not replicate content contained in the BRYTE website.
- 5.4 The User may not display misleading or false information about BRYTE's services or products and may not imply that BRYTE is endorsing or sponsoring the User's website, or any services or products available from the website containing the hyperlink.
- 5.5 The User may not use BRYTE's logos or trademarks.

- 5.6 The User's website may not contain any inappropriate content, deemed incongruous as per BRYTE's policy.
- 5.7 All hyperlinks to link to the BRYTE website must link to the home page. Express permission is required from BRYTE for any link beyond the home page.
- 5.8 Permission to link to the BRYTE website shall not create an employer/employee, agency or partnership relationship between the User and BRYTE and does not authorise the User to incur any liability on behalf of BRYTE.
- 5.9 BRYTE reserves its right to cancel consent to the link at any time.

6. Intellectual Property Rights

- 6.1 All intellectual property on the BRYTE website, including but not limited to content, trademarks, domain names, patents, designs, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to BRYTE and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the limited rights licensed to the User in this agreement, all other rights to intellectual property on the BRYTE website are expressly reserved.
- 6.2 Users agree not to use the trade name BRYTE as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to BRYTE at the cost of the user.

7. Software and Equipment

It is the responsibility of the User to acquire and maintain change, at his/her own expense, the computer hardware, system and information security, software, lines and access accounts to access the Internet and the BRYTE website and/or download content from this website.

8. Privacy Policy

- 8.1 This privacy policy forms part of these Terms and Conditions of Use. BRYTE takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy Policy. Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you.
- 8.2 Your use of our website signifies your consent to us collecting and using your personal information as specified below.
- 8.3 BRYTE may electronically collect, store and use the following personal information of Users which includes but is not limited to:
 - 8.3.1 name and surname;
 - 8.3.2 contact numbers;
 - 8.3.3 non-personal browsing habits and click patterns;
 - 8.3.4 e-mail address;
 - 8.3.5 IP address;
 - 8.3.6 User's password.
- 8.4 BRYTE may use personal information or any other requested information that the User provides or that is obtained by BRYTE for the following:
 - 8.4.1 To submit information about Bryte services/products to the User; or
 - 8.4.2 To fulfill Bryte's agreement with the User; or
 - 8.4.3 To register the User with Bryte website and to administer our website services; or
 - 8.4.4 To identify the User when accessing and utilising the Bryte website; or
 - 8.4.5 To ensure that the User's requested services are delivered
 - 8.4.6 For assessment and analysis of non-personal statistical information
- 8.5 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 8.6 BRYTE may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
 - 8.6.1 BRYTE shall not disclose personal information from Users unless the User consents thereto.
 - 8.6.2 BRYTE shall disclose information without the User's consent only through due legal process.
 - 8.6.3 BRYTE may compile, use and share any information that does not relate to any specific individual.
- 8.7 If disclosed to a third party for storage purposes the third party shall sign a non-disclosure agreement with BRYTE.
- 8.8 BRYTE owns and retains all rights to non-personal statistical information collected and compiled by BRYTE.
- 8.9 Whenever you use BRYTE'S website, complete an application form, contact us electronically or use one of the services or facilities offered by us we will collect your personal information
- 8.10 The information we maintain concerning our clients is stored in databases that have built-in safeguards to ensure its privacy and confidentiality

9. Security

- 9.1 BRYTE shall take all reasonable steps to secure the content of the BRYTE website and the information provided by and collected from Users from unauthorised access and/or disclosure. BRYTE does, however, not make any warranties or representations that content shall be safe and secure.
- 9.2 Users may not deliver or attempt to deliver, intentionally or negligently, any damaging code, such as computer viruses, to the BRYTE website or the server and computer network that support the BRYTE website.
- 9.3 Notwithstanding criminal prosecution, any person who delivers any damaging code to the BRYTE website, intentionally or negligently, shall, without any limitation, indemnify and hold BRYTE harmless against any and all liability, damages and losses BRYTE and its partners / affiliates may suffer as a result of such damaging code.

- 9.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the BRYTE website and BRYTE reserves the right to claim damages any and all persons concerned with a security failure or breach.
- 9.5 Users may not interfere with data or services in any way to cause data or services to be modified, destroyed or otherwise rendered ineffective.
- 9.6 Any User who commits any of the offences detailed in the Cybercrime Act (accessible at www.elaws.gov.bw/default.php?UID=602) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by BRYTE.

10. Disclaimer and Limitation of Liability

- 10.1 BRYTE (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature (including but not limited to, direct, indirect, special, incidental or consequential) incurred by whomever and resulting directly or indirectly from:
 - 10.1.1 access to the BRYTE website;
 - 10.1.2 access to websites linked to the BRYTE website;
 - 10.1.3 inability to access the BRYTE website;
 - 10.1.4 inability to access websites linked to the BRYTE website;
 - 10.1.5 content available on the BRYTE website;
 - 10.1.6 services available from the BRYTE website;
 - 10.1.7 downloads and use of content from the BRYTE website; and
 - 10.1.8 any other reason not directly related to BRYTE's gross negligence.
- 10.2 BRYTE disclaim all liability for any direct and/or indirect loss, damage, injury or expenses however caused, arising from the use of or reliance in any manner whatsoever, on the Information on this site.
- 10.3 The Information is distributed, transmitted and/or disseminated in good faith, without any guarantees and/or warranties of whatsoever nature including the correctness or accuracy thereof either expressed or implied.
- 10.4 Information, ideas and opinions expressed on the BRYTE website should not be regarded as professional advice or the official opinion of BRYTE and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the BRYTE website.
- 10.5 BRYTE does not make any warranties or representation that content and services available from the BRYTE website will in all cases be true, correct or free from any errors. BRYTE shall take all reasonable steps to ensure the quality and accuracy of content available from the BRYTE website.
- 10.6 BRYTE does not make any warranties or representations that the BRYTE website shall be available at all times. Users acknowledge that the BRYTE website may be unavailable due to updates or other causes beyond the reasonable control of BRYTE.
- 10.7 If any User uses content from the BRYTE website in breach of the provisions detailed herein:
 - 10.7.1 BRYTE reserves the right to claim damages from the User and/or institute criminal proceedings against the user;
 - 10.7.2 BRYTE shall not be liable, in any manner whatsoever, for and the User indemnifies BRYTE against any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

11. Report Incorrect Data

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the BRYTE website to BRYTE

12. Interception of Communications

The User agrees to BRYTE's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the BRYTE website, its staff and employees.

13. Applicable and Governing Law

This Website shall be governed by the laws of the Republic of Botswana.

14. Capacity to Conclude Agreement

The User declares to BRYTE that it has the necessary legal capacity to enter into and be bound by the terms and conditions of this Website. If the User is a minor then the User maintains that he/she has obtained the necessary permission from his/her guardian to contract hereto are bound by the terms and conditions stipulated herein.

15. Electronic Mail (E-Mail) Legal Notice

- 15.1 This e-mail legal notice is enforceable and binding on the recipient / addressee.
- 15.2 This e-mail transmission contains confidential information, which is the property of the BRYTE. No person, other than the recipient (so indicated by the sender) may use or disclose the contents of this message, links or attachments hereto, to any person whatsoever. Unauthorised disclosure and/or use may result in civil and criminal liability.
- 15.3 The information in this e-mail or attachments thereto is intended for the attention and use of the addressee only. If you are not the intended addressee/recipient, you are hereby notified that any disclosure, copying or distribution of the contents of this email transmission or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should you have received this e-mail in error, please delete and destroy it and any attachments thereto immediately. At no time may you act on the information contained therein.
- 15.4 The e-mail address of the sender may not be used, copied, sold, disclosed or incorporated into any database or mailing list for spamming and/or other marketing practices without the prior consent of BRYTE.
- 15.5 Under no circumstances shall BRYTE or the sender of this e-mail be liable to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, business interruption, loss of programs or other data

on information handling systems or otherwise, even if BRYTE or the sender of this e-mail have been expressly advised of the possibility of such damages.

- 15.6 Any agreements concluded with BRYTE by using electronic correspondence shall only come into effect once BRYTE indicated such contract formation in a follow up or return communication in accordance with present legislation
- 15.7 Correspondence sent to BRYTE shall be regarded as having been received in accordance with applicable present legislation
- 15.8 No warranties are made or implied that any employee and/or contractor of BRYTE is authorised to create and send this communication.
- 15.9 BRYTE reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this e-mail message and all e-mail messages sent as reply messages to the e-mail address of the sender.
- 15.10 BRYTE retains the copyright to all e-mail messages and attachments sent from its communications systems. The recipient / addressee is hereby licensed to open and read the message and/or attachments only – all other rights are reserved unless so indicated by the sender.
- 15.11 The views and opinions expressed in this e-mail message do not necessarily reflect the views and/or opinions of BRYTE. If this e-mail message is used for purposes unrelated to the official business of BRYTE, BRYTE shall not be liable for any damage or loss caused by the contents of this message and the sender shall take full responsibility therefore in his/her sole and personal capacity.
- 15.12 The law of the Republic of Botswana shall govern this e-mail message and legal notice.
- 15.13 This e-mail legal notice shall at all times take precedence over any other e-mail disclaimer(s) received by employees or contractors utilising the communications facilities of BRYTE.