TERMS AND CONDITIONS OF USE of www.twapewa.com.na

Welcome to www.twapewa.com.na (also referred to as "The Site"), it's services and its affiliates ("Twapewa Kadhikwa " (also referred to "TK") or "Twapewa Kadhikwa Institute of Entrepreneurship & SME Development "(also referred to as "TKI" or "TK Institute") provide website features and other products and services to you when you visit our website.

By making use of the <u>www.twapewa.com.na</u> , you agree to these conditions. Please read them carefully.

We offer a wide range of Services, and sometimes additional terms may apply. When you use a Twapewa Kadhikwa Service (for example, Our Profile, Speaking Engagements, Videos, Your Media Library etc.) you also will be subject to the guidelines, terms, and agreements applicable.

PRIVACY OF PERSONAL INFORMATION

Please review our Privacy Notice, which also governs your use of our services, to understand our practices.

We know that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly.

- Informational collected on this site will be treated as strictly confidential and will not be shared with third parties for illegal activities.
- We collect your personal information in order to provide and continually improve our products and services.
- We use your personal information to operate, provide, develop, and improve the products and services that we offer. These purposes include:
 - Purchase and delivery of products and services. We use your personal
 information to take and handle orders, deliver products and services, process
 payments, and communicate with you about orders, products and services, and
 promotional offers.
 - Provide, troubleshoot, and improve our Services. We use your personal information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of our Services.
 - Recommendations and personalization. We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with our Services.
 - Comply with legal obligations. In certain cases, we collect and use your personal information to comply with laws.
 - Communicate with you. We use your personal information to communicate with you in relation to our Services via different channels (e.g., by phone, e-mail, WhatsApp, Social Media etc.)
 - Advertising. We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads.

- Fraud Prevention and Credit Risks. We use personal information to prevent and detect fraud and abuse in order to protect the security of our customers and others. We may also use scoring methods to assess and manage credit risks.
- Information about our customers is an important part of our business, and we are not in the business of selling our customers' personal information to others. You might need to supply us with the following information;
 - your name, address, and phone numbers;
 - payment information;
 - your age;
 - your location information;
 - your IP address;
 - people, addresses and phone numbers listed in your Addresses;
 - e-mail addresses of your friends and other people;
 - content of reviews and e-mails to us;
 - information and documents regarding identity
 - corporate and financial information;
 - credit history information
- We design our systems with your security and privacy in mind.
- Advertising. Third-Party Advertisers and Links to Other Websites: Our Services may
 include third-party advertising and links to other websites and apps. Third-party
 advertising partners may collect information about you when you interact with their
 content, advertising, and services. If you have any questions as to how we collect and
 use your personal information, please contact us on admin@twapewa.com.na
- Are Children Allowed to Use Our Services? We do not sell products for purchase by or to children. If you are under 18, you may use our Services only with the involvement of a parent or guardian. We do not knowingly collect personal information from children under the age of 13 without the consent of the child's parent or guardian.

ELECTRONIC COMMUNICATIONS

When you use our Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through our other Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHTS

All content included in or made available through any TK or TKI Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of TK or the TK Institute or its content suppliers and is protected by the Republic of Namibia and international copyright laws. The compilation of all content included in or made available through

any TK Services is the exclusive property of TK or the TK Institute and protected by the Republic of Namibia and international copyright laws.

TRADEMARKS

Graphics, logos, page headers, button icons, scripts, and service names included in or made available through any TK Services are trademarks or trade dress of the TK Institute in the Republic of Namibia and other countries. TK or TKI trademarks and trade dress may not be used in connection with any product or service that is not TKI's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits our establishment or Twapewa Kadhikwa herself. All other trademarks not owned by TK that appear in any TK or TKI Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by TK or TKI.

PATENTS

One or more patents owned by TK or TKI apply to the TK Services and to the features and services accessible via the TK or TKI Services. Portions of the TK Services operate under license of one or more patents.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, TK or its content providers grant you a limited, non-exclusive, nontransferable, non-sublicensable license to access and make personal and non-commercial use of the TK or TKI Services. This license does not include any resale or commercial use of any TK Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any TKI or TKI Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by TK or its licensors, suppliers, publishers, rightsholders, or other content providers. No TK or TKI Service, nor any part of any TK or TKI Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of TK or TKI. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of TK or TKI without express written consent. You may not use any meta tags or any other "hidden text" utilizing TK or TKI's name or trademarks without the express written consent of TK or TKI. You may not misuse the TK or TKI Services. You may use the TK or TKI Services only as permitted by law. The licenses granted by TK terminate if you do not comply with these Conditions of Use or any Service Terms.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of

intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. www.twapewa.com.na reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant us and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assumes no liability for any content posted by you or any third party.

INTELLECTUAL PROPERTY COMPLAINTS

The Site respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please contact us at admin@twapewa.com.na for Making Claims of Copyright Infringement.

RISK OF LOSS

All purchases of physical items from The Site are made pursuant to a courier or shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT DESCRIPTIONS

The Site attempts to be as accurate as possible. However, The Site does not warrant that product descriptions or other content of any TKI Service is accurate, complete, reliable, current, or error-free. If a product offered by The Site itself is not as described, your sole remedy is to return it in an unused condition.

PRICING

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on The Site and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product on The Site.

With respect to items sold on The Site, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our e-catalog may be mispriced. If the correct price of an item sold on The Site is higher than our stated price, we will, at our discretion,

either contact you for instructions before couriering or shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

We generally do not charge your credit card until after your order has entered the courier or shipping process or, for digital products, until we make the digital product available to you.

You are responsible for any fees that are payable including any processing or other fees charged by the issuing bank/payment provider

RETURNS, REFUNDS AND TITLE

The Site does not take title to the refunded item. Once a payment has been made for a product or service, no refund will be awarded. For disputes or more information about our returns and refunds, please contact us at admin@twapewa.com.na

EXPORT POLICY

You must comply with all Namibian or other export and re-export restrictions that may apply to goods and services.

OTHER BUSINESSES

We provide links to the sites of affiliated companies and certain other businesses. If you purchase any of our products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from www.twapewa.com.na. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). WE do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SITE & TK OR TKI SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE & TKI SERVICES ARE PROVIDED BY TKI ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. THE SITE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE TKI SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY OF OUR SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE SITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SITE DOES NOT WARRANT THAT OUR SERVICES,

INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE TKI SERVICES, THE SITE'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY TKI SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY OF OUR SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

DISPUTES

Any dispute or claim relating in any way to your use of any of ours Service, or to any products or services sold or distributed by TK or TKI or through www.twapewa.com.na will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any of our Services, you agree that you are adhering to the laws of the Republic of Namibia, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and TK or TKI.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our pricing policy. These policies also govern your use of our Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your intellectual property rights have been infringed, please submit your complaint via email. This may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims. Contact us on admin@twapewa.com.na

Written claims concerning copyright infringement must include the following information:

A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

OUR ADDRESS

No. 2412, Omongo Street, Wanaheda

Windhoek, Namibia

P O Box 20425

Windhoek, Namibia

OUR CONTACT DETAILS

admin@twapewa.com.na | twapewa@xwama.com

+264 811242363 | +264 811624748 | +264 811429111

www.twapewa.com.na