

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.byafrika.co> (the service plans on this "Site"). This Site is owned and operated by ByAfrica Limited. This site is an offers B2B services to thriving organisations looking for international business and investment opportunities across global and emerging markets.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### Intellectual Property

All content published and made available on our Site is the property of ByAfrica Limited and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

### Age Restrictions

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

### Acceptable Use

As a user of our Site service plan, you agree to use our Site legally, not to use our Site for illegal purposes, to:

Harass or mistreat other users, or partners of our organisation;

Violate the rights of other users or partners of our Site;

Violate the intellectual property rights of the Site owners or any third party to the Site;

Hack into the account of another user, partner's data shared with you as we execute your service plan.

Act in any way that could be considered fraudulent;

Post any material that may be deemed inappropriate or offensive; or

Unauthorized attempt to sell products or services to other subscribers or partners introduced to through our ecosystem or network.

If we believe you are using our Site illegally or engaging in unauthorized business or transactions with any subscribers, or partners from our website, ecosystem, or network in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend, or terminate your access to our Site as well as the underlying transaction or service agreement. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### Accounts

When you purchase any of our service plans, an account is automatically created on our Site for you, for which you agree to the following:

You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and

All personal information you provide to us through your account is up-to-date, accurate, and truthful, and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to provide the services that match the description of the service plan you order on our Site

The following services are available on our Site:

- Owners Gate
- Standard
- Standard Premium
- Premium

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we

cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Subscribers can cancel their subscriptions at any time, their current plan will run until the initial date of expiry at purchase.

### Payments

We accept the following payment methods on our Site:

Credit Card;

PayPal;

Debit; and

Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union, you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at [advise@byafrika.co](mailto:advise@byafrika.co) or by post at ByAfrica, Fashviart, Level 39, One Canada Square, London, E14 5AB, United Kingdom. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

The agreed percentage payment or business/investment/project equity monetary value as ByAfrica's retained remuneration as a long-term success partner for services provided per the separate service contract.

#### Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any additional fees because of the reimbursement.

#### Refunds

##### Refunds for Services

We provide refunds for services sold on our Site as follows:

Subscribers are entitled to a 70% refund only within 14 days of plan purchase.

### Guarantees

The following guarantees apply to our Site:

All business and investment opportunities vetted and introduced to you via the ByAfrica ecosystem and network are duly vetted and trusted, hence engaging our company responsibility to ensure that our subscribers are not exposed or fall victim to any fraudulent business activities.

### Consumer Protection Law

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### Limitation of Liability

ByAfrica Limited and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site or opportunities outside our services framework.

### Indemnity

Except where prohibited by law, by using this Site and services you indemnify and hold harmless ByAfrica Limited and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

### Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and ByAfrica Limited are unable to resolve any dispute through informal discussion, then you and ByAfrica Limited agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and ByAfrica Limited.

Notwithstanding any other provision in these Terms and Conditions, you and ByAfrica Limited agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

#### Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

#### Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

#### Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

[advise@byafrica.co](mailto:advise@byafrica.co)

ByAfrica, Level 39, One Canada Square, London, E14 5AB, United Kingdom You can also contact us through the feedback form available on our Site.

Effective Date: 4th day of September, 2024

**Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: <https://www.byafrika.co>

Address: ByAfrica, Level 39, One Canada Square, London, E14 5AB, United Kingdom  
Email: [advise@byafrika.co](mailto:advise@byafrika.co)

I hereby give notice that I cancel my contract of sale of the following goods or services:

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Ordered on: \_\_

Received on: \_\_

Customer name: \_\_\_\_\_

Customer address:

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Signature (only required if you are returning a hardcopy of this form):

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Date: \_\_