

LAST UPDATED: November 2023

BIGTREE BEVERAGES LIMITED

Terms of Use

ACCEPTANCE OF TERMS

By accessing or using the Site, you agree to and accept these Terms of Use as well as any additional rules that we may post on the Site. These Terms of Use provide for the terms and conditions of use of this site and also contain limitations of liability. We may make changes to these Terms of Use (and to any such additional rules) from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the "LAST UPDATED" legend above. Your access to or use of the Site following changes to these Terms of Use will constitute and reflect your acceptance of those changes.

This website from which you are accessing these Terms of Use ("Site") is created and maintained by Bigtree Beverages Limited (referred to below as "**Bigtree Beverages**," "**we**," and "**us**").

In the following Terms and Conditions, 'affiliated entities' means any direct or indirect parent, subsidiaries, sponsors, or affiliated companies of Bigtree Beverages Limited and shall include any authorized producers, partners or agencies of Bigtree Beverages Limited.

Your use of the Site is subject to the following terms and conditions ("Terms of Use").

1. INTENDED USE OF THE SITE

The Site, its features and its Content (as defined below) are for personal and non-commercial use only. You may not use or otherwise exploit the Site and/or any Content in connection with any business or commercial undertaking (whether or not for profit). Your use of the Site and/or Content must at all times comply with all applicable laws, rules and regulations. We welcome visitors to this Site of all ages. By accessing and/or using the Site, you affirm that you are of legal age to enter into these Terms of Use or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use.

2. CONTENT MADE AVAILABLE ON THE SITE

- 2.1. Bigtree Beverages Limited may make available via the Site content, including (but not limited to) information, comments, reviews, copy, product information and other texts, photos, pictures and other images, films, movies, music, video clips, news and press or media coverage and other audio files, software, applications or games (together referred to as "Content").
- 2.2. Neither we nor any of our affiliates nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access or use of this site, this site's content or any site linked to it including without limitation to any loss of profit, indirect or consequential loss.
- 2.3. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit to us through this website will become and remain our exclusive property including any future rights associated with such submissions, even if these terms and conditions are later modified or terminated.
- 2.4. This means that you disclaim any proprietary rights in such submissions, and you acknowledge our unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. This also means we have no obligation to keep your submissions confidential.
- 2.5. We reserve the right to make any changes and corrections to this site as and when we consider it appropriate and without notice.
- 2.6. The Content posted on this website is not intended to provide legal, accounting or tax advice and should not be relied upon in that respect. You should not act or rely on any information at the Site without seeking the advice of a professional. No representation or warranty is given with regard to its accuracy or completeness.

- 2.7 Please note that unauthorized use of the site or any content on the site (including without limitation any software made available through the site) may, in particular jurisdictions, result in monetary damages and other civil and criminal penalties including without limitation, for copyright and related intellectual property infringement.

3. TRADEMARKS AND COPYRIGHTS

- 3.1. We, our affiliated entities and/or our licensors own all Content made available through the Site. Such Content is subject to copyright, trademark or other intellectual property rights and laws. Unless expressly stated otherwise, you may not reproduce, modify, disseminate or otherwise exploit our Content in any way or form without our prior express approval.
- 3.2. In addition, you acknowledge that the Site itself is protected by copyright law. You further acknowledge that Bigtree Beverages Limited owns the trademarks "Bigtree Beverages", "Improving Lives" and all associated Bigtree Beverages trade names, service marks and logos. All other trademarks used on the Site are the property of their respective owners. Bigtree Beverages trademarks and Bigtree Beverages logos may only be used in conjunction with goods produced by Bigtree Beverages Limited or with the express prior approval of Bigtree Beverages Limited. For the avoidance of doubt, Bigtree Beverages' corporate logo may only be used by Bigtree Beverages Limited and related subsidiaries.
- 3.3. You are permitted to browse this site and to reproduce extracts by way of printing, downloading to a hard disk and by distribution to other people but, in all cases, for non-commercial, informational, personal purposes only or other permitted use. Specific terms of use will be provided for such permitted use of the content and these may place restrictions on your use of the Content, including (but not limited to) the number of times you can download the Content, what you may use the Content for and with how many devices you may access the Content. Prior to accessing such Content on the Site, you may be asked to affirmatively agree with the specific terms of use applicable to the Content.

4. CONTENT YOU SHARE WITH US

- 4.1. We may include features on the Site that allow you to share your Content with us and other users of the Site. These features may include links to or live content reposting from multiple social media platforms or sources, owned or operated by us or our affiliates, sponsored content or endorsed content providers. Please note that by sharing Content through the Site, your Content may become publicly accessible. You grant to Bigtree Beverages Limited and its affiliated entities a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, without compensation to you: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, such Content, in any media now known or hereafter developed, for Bigtree Beverages Limited and/or the affiliated entities' business purposes, and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law.
- 4.2. The foregoing licenses shall survive any termination of your use of the Site, as further described below.
- 4.3. For all of the Content you share through the Site, you represent and warrant that you have all rights necessary for you to grant these licenses, and that such Content, and your provision or creation thereof through the Site, complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, and is in addition free from viruses and other malware. You further, to the extent permissible by law, irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each item of user content that you submit. Please note that we do not solicit or encourage submissions of Content containing ideas or suggestions relating to the Site, our business or our affiliated entities' businesses. If you send us any ideas or suggestions, regardless of the topic, we and our affiliated entities will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

5. RULES OF CONDUCT

- 5.1. In using the Site, you agree to comply with the following **"Rules of Conduct"** as updated from time to time by us. Bigtree Beverages will fully cooperate with any law enforcement authorities and/or court order requesting or directing Bigtree Beverages to disclose the identity of anyone that has engaged in any violation of the Rules of Conduct, including (but not limited to) anyone that has posted information or materials in violation of the Rules of Conduct, and Bigtree Beverages reserves the right to moderate (including the removal of) any such information or materials at any time from this Site. While we may monitor and moderate your Content submitted via the Site, we are under no obligation to do so and assume no responsibility or liability arising from the Content, nor for any error, defamation, omission, falsehood, obscenity, profanity, danger, or inaccuracy contained in any user-generated Content on the Site.
- 5.2. You are prohibited from posting or transmitting, through or in connection with the Site:
- i. Any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
 - ii. Any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
 - iii. Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation; and
 - iv. Any material non-public information about a company without the proper authorization to do so.
- 5.3. In addition, you will not:
- i. Use the Site for any fraudulent or unlawful purpose;
 - ii. Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site;
 - iii. Impersonate any person or entity, including any of our (or our affiliated entities') representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement or posting you make;
 - iv. Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
 - v. Access or use the Site through any technology or means other than those expressly designated by us (including, unless expressly designated by us, television set top boxes, television game consoles, digital video recorders or players, or video screens packaged and marketed as television sets);
 - vi. Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site);
 - vii. Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent;
 - viii. Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
 - ix. Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site;
 - x. Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site;
 - xi. Frame or mirror any part of the Site without our express prior written consent;
 - xii. Create a database by systematically downloading and storing all or any Site content; or
 - xiii. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent.

6. LINKS

The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. **YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES IS AT YOUR OWN RISK.**

7. DATA PROTECTION

Bigtree Beverages Limited treats data protection with the utmost seriousness. Please see our Privacy Policy <http://www.bigtreebev.com/privacy-policy> and Cookie Policy <http://www.bigtreebev.com/cookie-policy> for information on how we process or use your personal data.

8. LIABILITY

- 8.1. While we endeavour to maintain the information on this site accurate and up-to-date, you acknowledge that this site and all content, information and materials made available through this site are provided to you “as is” without any express warranties or representations of any kind. Bigtree Beverages, its affiliated entities and their respective licensors disclaim all statutory and implied representations, warranties, terms and conditions with respect to this site and all content, information and materials made available through this site, including without limitation implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- 8.2. We do not promise that this site, nor any information, content or materials made available through this site, will be accurate, reliable, complete, error free or compatible with any particular hardware or software. Without limiting the foregoing, Bigtree Beverages, its affiliated entities and their directors, officers, employees, agents, representatives, licensors, subsidiaries and providers make no representation or warranty (a) regarding the statements, acts or omissions of any third parties; (b) that this site and/or any of its features will be available on a timely basis, or that access to this site and/or any of its features will be uninterrupted or secure; (c) that defects or errors will be corrected; or (d) that the site or the servers or networks through which the site is made available are secure or free of viruses or other harmful components.
- 8.3. Neither Bigtree Beverages nor its affiliated entities, nor any of its agencies, nor any other party involved in creating, producing, or delivering the site, is liable for any direct, incidental, consequential, indirect, or punitive damages or losses arising out of or in connection with your access to, or use of, the site, its features or any content made available through the site, even if advised in advance of such damages or losses, to the extent permitted by applicable law.
- 8.4. Our maximum liability for all damages, losses and causes of action, whether in contract, tort (including without limitation negligence) or otherwise shall be the total amount paid by you to us for any products purchased from the site. It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

9. INDEMNITY

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Bigtree Beverages, its affiliated entities, and any other party involved in creating, producing or delivering the Site, and their respective directors, officers, employees, agents, shareholders, licensors and representatives, from and against all claims, losses, costs and expenses (including without limitation attorney’s fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation of these terms of use by you or through any account you create in connection with the Site or (c) any allegation that any Content that you make available or create through the Site, infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

10. RIGHT TO RESTRICT OR TERMINATE ACCESS TO THE WEBSITE

You agree that we may terminate your access to or use of the Site or any portion thereof, at any time, if you breach these Terms of Use, or we reasonably believe that you have breached these Terms of Use, subject to any restrictions placed on our exercising of such rights under applicable law. Upon any such termination, your right to access and use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice to you. You further agree that neither we nor our affiliated entities will be liable to you or any third party for any termination of your access to or use of the Site.

11. CONTACT

This Site is operated by
Trade Kings Group
(For an on behalf of Bigtree Beverages Limited)
Plot No. 29381
Nampundwe Road
Light Industrial Area
P.O. Box 30824
Lusaka
Zambia

12. INFORMATION OR COMPLAINT

If you have a question or complaint regarding the Site or these Terms of Use, please send an email to info@tradekings.co.zm. You may also contact us by writing to Public Relations and Corporate Affairs, Trade Kings Group, Plot No. 29381, Nampundwe Road, Light Industrial Area, P.O. Box 30824, Lusaka, Zambia or by calling us at +260 211 286 117/27. Please note that email communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.

13. GOVERNING LAW

Except to the extent expressly provided, these Terms of Use shall be governed by and construed in accordance with the laws of Zambia, without regard to its choice of law provisions. You agree to the exclusive jurisdiction by courts located in Zambia, and you hereby waive any jurisdictional, venue or inconvenient forum objections to such courts.

14. MISCELLANEOUS

- 14.1. If any provision of these Terms of Use shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.
- 14.2. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchise or franchisee relationship between you and us. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent.
- 14.3. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.
- 14.4. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- 14.5. These Terms of Use, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and us relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.
- 14.6. Notices to you may be made by posting a notice (or a link to a notice) to the Site, by email, or by regular mail, in our discretion. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 14.7. We will not be responsible for failures to fulfil any obligations due to causes beyond our control. You agree that our licensors who make their Content available to us in connection with the Site are third-party beneficiaries under these Terms of Use with the right to enforce the provisions of this Agreement that directly concern their content. Notwithstanding the immediately preceding sentence, our right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Use is not subject to the consent of any third party.

14.8. Subject to clauses herein you may print, download or otherwise retain a copy of these Terms of Use (and of any revised version) for your records.