

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, BROWSING, REVIEWING, AND/OR USING THIS WEBSITE ("SITE"), YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY & DATA PROTECTION POLICY, AND YOU SHALL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING THE BOTSWANA DATA PROTECTION ACT (ACT 18 OF 2024). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE.

1. Introduction

These Website Standard Terms and Conditions ("Terms") govern your use of this website (the "Website"), including all pages and content contained herein. By using this Website, you expressly accept these Terms in full. **You must not use this Website if you disagree with any part of these Terms.** If you are under 18, you must ensure parental or guardian consent before using this Website.

2. Intellectual Property Rights

Other than content you own (as defined below), **CPCA Consulting** and/or its licensors own all intellectual property rights in this Website and all content therein. You are granted a limited, non-transferable, non-exclusive license to view and use this Website for personal, non-commercial purposes, subject to these Terms.

3. Restrictions

You are specifically restricted from:

- Publishing any Website material without prior written consent from CPCA Consulting;
- Selling, sublicensing, or otherwise commercializing Website content;
- Publicly performing or displaying Website content without authorization;
- Using this Website in a way that is harmful, unlawful, or violates any regulation (including the Data Protection Act);
- Engaging in data mining, scraping, or unauthorized data collection from this Website;

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Using this Website to send spam, malicious code, or unauthorized advertising.

We reserve the right to restrict access to certain areas of the Website at our discretion. Any login credentials provided are confidential and must be kept secure.

4. Your Content

"Your Content" means any data, text, images, video, or other material you upload or display on this Website. By providing Your Content, you grant **CPCA Consulting** a non-exclusive, worldwide, royalty-free license to use, store, and display such content for the purposes of operating the Website. You must ensure that Your Content does not infringe the rights of third parties or violate applicable laws.

5. Privacy & Data Protection

- Compliance with the Data Protection Act: CPCA Consulting processes personal data in accordance with the Botswana Data Protection Act (Act 18 of 2024).
- **Collection of Data:** We may collect and process personal data such as your name, contact details, IP address, and browsing data for legitimate business purposes, including service provision, security, and analytics.
- Your Rights: You have the right to access, rectify, erase, or restrict processing of your personal data, as well as to object to certain uses or request data portability. Requests can be made via [insert email/contact].
- **Consent & Cookies:** By using this Website, you consent to the use of cookies and tracking technologies, as described in our [Privacy Policy].
- **Cross-Border Transfers:** If we transfer your data outside Botswana, we ensure that appropriate safeguards are in place as required by law.
- **Data Security:** We implement technical and organizational measures to protect your data against unauthorized access or misuse.

For more details, please review our [Privacy Policy], which forms part of these Terms.

6. No Warranties

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This Website is provided "as is," and **CPCA Consulting** makes no representations or warranties of any kind, express or implied, regarding the Website or the information contained therein.

7. Limitations of Liability

To the maximum extent permitted by law, **CPCA Consulting** and its directors, officers, employees, or affiliates shall not be liable for any indirect, consequential, or special damages arising from your use of this Website.

8. Indemnification

You agree to indemnify and hold harmless **CPCA Consulting** against all claims, liabilities, damages, or expenses (including legal fees) resulting from your breach of these Terms.

9. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. Variation of Terms

CPCA Consulting may revise these Terms at any time. By continuing to use the Website after updates, you agree to be bound by the revised Terms.

11. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and **CPCA Consulting** with respect to your use of this Website.

12. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Botswana. You submit to the non-exclusive jurisdiction of the courts of Botswana for the resolution of any disputes.

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