

# Terms of use and Privacy Policy

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**EFFECTIVE YEAR:** 2009

**PERTAINS TO:** All Employees/website users

Welcome to our website. This is a legally binding agreement between you (either an individual or a single entity), referred to herein as "YOU" and Favorite Group Limited, referred to herein as "FGL". This Website "<https://favoritegroup.co.tz/>." and all documents and any services offered through the Website included in it are referred to herein as the "SERVICES" or the "DOCUMENTS". Opening, signing up, logging in, or using all or any portion of this website indicates your acceptance of all the terms and conditions of this Terms of use and Privacy Policy referred to herein as "TU&PP" and that this agreement is equivalent to a written agreement signed by you. By selecting the box "I AGREE" or performing a similar electronic function, such as opening this website, you are providing your acceptance of the terms of this agreement. This agreement is enforceable against you and any legal entity that obtained the website. If you do not agree to the terms of this agreement, please do not use this Website.

The use of our website is restricted unless you agree with these terms.

## 1. Acceptance of Terms

By accessing or using the Website, you agree to be bound by these Terms and Conditions, as well as any additional terms and conditions that apply to specific services or features offered through the Website. If you decline to be bound by these Terms and Conditions, the use of this website is prohibited.

## 2. Use of the Website

You agree to use the Website only for lawful purposes and in accordance with these Terms and Conditions. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to any part of the Website or any systems or networks connected to the Website.

## 3. Proprietary rights

FGL and its Agents and successors retain all title, ownership, and intellectual property rights in the content, features, and functionality of the Website, including but not limited to texts, graphics, logos, images, audio clips, video clips, software, and other materials, are owned by Favorite Group Limited or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

## 4. Privacy

- Your use of the Website is subject to our Privacy Policy, which is incorporated into these Terms and Conditions by reference. Please review our Privacy Policy carefully to understand how we collect, use, and disclose information about our users.

- **PERSONAL INFORMATION.** During the installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalize certain Documents, send you FGL information via email or mail, and customize some information presented to you through the Software. For example, you may be asked for your state/city/country, which could be used by the Software to provide you with locally relevant Documents and/or related products. All personal and billing information if any is transmitted using the secure protocol. Both personal and non-personal information collected by the Software is safeguarded according to the highest privacy and data protection standards adopted worldwide, and will not be shared or given without your consent as described in our Privacy Policy (available at ("<https://favoritegroup.co.tz/>").

## **5. Disclaimer of Warranties**

All the contents, documents and services offered by the Website is provided on "as is" and "as available" basis, without any warranties of any kind, either express or implied. Favorite Group Limited disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **6. Limitation of Liability**

In no event shall Favorite Group Limited be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Website or any services offered through the Website, whether based on warranty, contract, tort (including negligence), or any other legal theory.

## **7. User Restricted Behaviour**

The following behaviour are unacceptable for users of our website. Prohibited behaviors includes but not limited to the following:

- Harassing or abusing other users
- Violating the rights of other users
- Committing copyright infringement against the site owners or any third-party on the site
- Hacking user accounts
- Committing fraudulent acts
- Posting material that may be deemed inappropriate or offensive

## **8. Changes of the Terms and Conditions**

Favorite Group Limited reserves the right to modify or revise these Terms and Conditions at any time, without prior notice. Any changes to these Terms and Conditions will be effective immediately upon posting on the Website. Your continued use of the Website following the posting of any changes constitutes acceptance of those changes.

## **9. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

## **10. Limitation of Liability**

**EXCEPT AS REQUIRED BY LAW, FGL AND ITS EMPLOYEES, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS TU & PP OR THE USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED.**

## **11. Contact Us**

If you have any questions about these Terms and Conditions, please contact us at [**+255 683 383 132/ info@favoritegroup.co.tz**].

By using Favorite Group Limited's website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.