

TERMS OF USE

These Terms of Use ("Terms") govern access to and use of the website and any associated digital platforms operated by Arcana Consulting Group and its affiliates ("ACG", "we", "us", or "our") (the "Site"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, you must not use the Site. We may amend these Terms from time to time. The version in force at the time of your use will apply.

1. Nature of the Site

The Site is provided for general informational purposes only. It is intended to give high-level insight into ACG's capabilities, perspectives, and areas of focus. Nothing on the Site constitutes:

- legal, investment, tax, accounting, or other regulated advice;
- an offer to provide services; or
- the creation of any client, advisory, fiduciary, or professional relationship.

You are responsible for obtaining appropriate independent advice before acting on any information available on the Site.

2. Intellectual Property

All content on the Site, including text, graphics, logos, designs, frameworks, methodologies, insights, and underlying materials (collectively, the "Content"), is owned by ACG or its licensors and is protected under applicable intellectual property laws. Except as expressly permitted in these Terms, you may not:

- reproduce, distribute, or publish any Content;
- modify or create derivative works;
- reverse engineer or attempt to extract underlying methodologies; or
- remove or alter any proprietary notices.
- All rights not expressly granted are reserved.

3. Permitted Use

ACG grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Site for your internal, non-commercial purposes, subject to these Terms. You may:

- view Content;
- download or print a single copy for personal reference,
- provided that all proprietary notices are retained.
- This licence automatically terminates if you breach these Terms.

4. Prohibited Conduct

You agree not to:

- use the Site for any unlawful purpose;
- access or use the Site in a way that could damage, disable, or impair its functionality;
- attempt to gain unauthorised access to any part of the Site or its systems;
- systematically extract, scrape, or harvest data from the Site;
- use the Content in a manner that competes with ACG's business, including developing or commercialising competing advisory products or services; or
- infringe any intellectual property or other rights of ACG or any third party.

5. User Submissions

Where the Site permits submission of information or materials ("Submissions"), you:

- represent that you have the right to provide such Submissions; and
- grant ACG a non-exclusive, worldwide, royalty-free licence to use, reproduce, and display such Submissions for purposes related to operating, improving, or promoting the Site.

You must not submit any material that:

- is unlawful, defamatory, or misleading;
- infringes third-party rights; or
- contains harmful or malicious code.
- ACG may remove any Submission at its discretion.

6. Third-Party Content and Links

The Site may contain links to third-party websites or include content provided by third parties.

- ACG does not control and is not responsible for:
- the content of such websites; or
- any loss or damage arising from their use.
- Use of third-party websites is at your own risk and subject to their terms.

7. Disclaimers

The Site and all Content are provided "as is" and "as available". To the maximum extent permitted by law, ACG:

- makes no representations or warranties of any kind, express or implied, including as to accuracy, completeness, or fitness for purpose; and
- does not warrant that the Site will be uninterrupted, secure, or free from errors.
- You acknowledge that any reliance on the Site or its Content is at your own risk.

8. Limitation of Liability

To the maximum extent permitted by law, ACG shall not be liable for any:

- indirect, incidental, consequential, or special damages;

- loss of profits, revenue, data, or business opportunities; or
- damages arising from your use of, or inability to use, the Site.

Where liability cannot be excluded, it shall be limited to the extent permitted by applicable law.

9. Indemnity

You agree to indemnify and hold harmless ACG and its affiliates, and their respective officers, employees, and representatives, from and against any claims, losses, or liabilities arising out of:

- your use of the Site; or
- your breach of these Terms.

10. Privacy

ACG's collection and use of personal information is governed by its Privacy Policy, which forms part of these Terms.

11. Suspension and Termination

ACG may, without notice, suspend or terminate your access to the Site if:

- you breach these Terms; or
- we reasonably consider it necessary to protect the Site or our interests.

12. General

- These Terms constitute the entire agreement between you and ACG regarding use of the Site.
- If any provision is found to be invalid or unenforceable, it shall be severed and the remainder shall remain in effect.
- No failure or delay by ACG to enforce any provision shall constitute a waiver.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of Zimbabwe.