

# TERMS AND CONDITIONS

Henley & Partners Group Holdings Ltd, Pendergardens Business Tower, Level 2, Saint Andrews Road, Paceville, Saint Julian's, Malta STJ 9023 (the "**Company**," "**H&P**," "**We**," "**Our**" or "**Us**") owns and operates a website located at <https://thepresidentslinks.com.na/> (the "**Site**"). The Site is an online application portal which enables you to apply for an exclusive residence by investment program (the "**Program**") in Namibia. Please read these terms and conditions carefully before using the Site, and keep them for your records. By accepting these terms and conditions, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions, as may be amended from time to time in accordance with these terms and conditions (collectively referred to as the "**Terms and Conditions**"). If you do not agree to the Terms and Conditions, do not use the Site.

## 1. Agreement

For the purpose of this Program, you (a) agree to these Terms and Conditions, instructions, rules and any additional policies of H&P, and (b) confirm that you have reached the legal age and are able to conclude a binding contract under applicable laws.

## 2. Changes to the Terms of Service

These Terms and Conditions may be changed as appropriate at H&P's discretion, and H&P shall publish the changes on this page. By accepting the changes, you shall be deemed to have agreed to such changes. You agree to regularly check this page for any updates. Changes shall not apply retroactively, and shall become effective no sooner than 14 days after they are posted. However, changes addressing new functions for the Site or made for legal reasons shall be effective immediately. If you do not agree to the modified Terms and Conditions, you must discontinue your use of the Site.

## 3. Program

### 3.1 Program Agreement

By applying to the Program, you acknowledge that We are the provider of the Site that receives and processes online applications to the Program from applicants to allow you to enroll in the Program and enter into the individual agreement.

### 3.2 Application procedure

(i) You may apply for the Program in this Site through your account and your application shall be processed directly by H&P.

(ii) We reserve the right to close the application process, at Our sole discretion, in the following circumstances, without limitation: (a) if the Program you have applied for is no longer available; (b) if We have identified a Program description error; or (c) if you have not complied in any way with these Terms and Conditions.

(iii) For the purpose of processing your application, you will be required to provide your

information and upload documents to your account or send the same to Us via an email. We will forward all required information and documents to the Ministry of Home Affairs and Immigration of the Republic of Namibia and the investment provider PRESIDENT'S LINKS ESTATE (PTY) LTD.

(iv) If the application is declined, We will close the application process.

(v) You enter into the individual agreement directly with PRESIDENT'S LINKS ESTATE (PTY) LTD.

(vi) At the very end of the application process, you will receive confirmation from the Ministry of Home Affairs and Immigration of the Republic of Namibia where the entire application process is successfully closed.

### **3.5 Customer service**

For assistance with questions regarding these Terms and Conditions (including any of the related policies) or other inquiries regarding the Site, you may first refer to the FAQ section of the Site or Contact by email at [enquiries@thepresidentslinks.com.na](mailto:enquiries@thepresidentslinks.com.na).

## **4. Termination**

H&P may, on reasonable grounds, terminate your registration or restrict your access to the Site at any time. Such reasonable grounds may include your failure to comply with these Terms and Conditions.

## **5. Intellectual Property Rights**

5.1 All text, formatting (including without limitation the selection, coordination and arrangement of materials on the Site), and the images, graphics, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information on this Site are subject to the intellectual property rights of H&P, its subsidiaries and affiliates (collectively "**Content**"). These materials may not be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you, unless expressly permitted under these Terms and Conditions.

5.2 The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "**Trademarks**") displayed on the Site are Trademarks of H&P and its third party alliance partners. Nothing contained on the Site should be construed as granting by implication or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of H&P or such third party that may own the Trademark.

5.3 Any unauthorized use of these materials will violate H&P's intellectual property rights and will be subject to H&P's full legal rights and remedies.

## **6. Use of the Site**

6.1 By consenting to the Terms and Conditions, you agree that: (i) you represent only yourself here and no other person; (ii) you will provide accurate information to H&P, including, but not limited to, information required to apply for the Program; (iii) you will not use the Site to reproduce, duplicate, copy, sell, resell, distribute, publish, or exploit for any commercial purpose the software, content, offers, experiences, products, or services provided by H&P or obtained through the Site without obtaining the express, prior written consent of H&P. This restriction includes any attempt to incorporate any information from the Site into any other directory, product, or service; (iv) you will provide for your own access to use the Site, including, but not limited to, obtaining and maintaining all telephone, computer hardware and software, and other equipment and paying all related charges; (v) you will not use the Site in any manner that adversely affects the availability of its resources to or enjoyment by other users or in any manner that could damage, disable, overburden, or impair H&P's or service provider's servers or networks; and (vi) you will not use the Site for any purpose that is unlawful or prohibited by the Terms and Conditions.

6.2 You are entirely responsible for maintaining the security and confidentiality of your account, user name and password, and you are responsible for all activities and conduct by you or anyone else that are conducted through your account. You agree to notify H&P immediately of any unauthorized use of your account or any other breach of security. H&P or agents will not be liable for any loss or damages of any kind that may arise as a result of someone else using your password or account, either with or without your knowledge; however, you may be held liable for any losses incurred by H&P or another party due to someone else using your account or password where you knew or should reasonably have known that such use was occurring or where such use occurred due to your negligence, misconduct or failure to take reasonable measures to maintain the security and confidentiality of your account, user name and password.

6.3 We are granting you a limited, nonexclusive, revocable license for you to view print or download the application (and the Content thereof) from the Site for your own personal use and strictly for the purpose of completing your application process. You are not granted the right to license, republish, distribute, copy, assign, sublicense, transfer, sell, prepare derivative works or adaptations or other non-personal use any Content on the Site.

6.4 You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

6.5 H&P retains the right to deny access to this Site to anyone without notice for any material violation of any of these Terms and Conditions, including any use rights, or for any inappropriate use of the Site.

## **7. Third Party content and links to other web sites**

The Site may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that H&P is not responsible for the content or availability of any such sites.

## **8. Disclaimer of warranty**

8.1 H&P will use reasonable efforts to ensure that all material on this Site is correct. H&P will not guarantee accuracy and does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information contained in this Site.

8.2 The Site, the offers and all content contained herein are provided to you "as is," and "as available," and to the extent permitted by law, all warranties and guarantees, express, implied or imposed by law, are hereby disclaimed, including any warranty or guarantee of merchantability, goods being of acceptable quality, title/non- infringement, quality of information, or fitness for a particular purpose.

8.3 To the extent permitted by law, as between you and H&P, no information obtained by you from H&P through the Site shall create any warranty not expressly stated herein. To the extent permitted by law and except to the extent that the relevant fault or defect has been caused by H&P's gross negligence or unlawful conduct: (a) H&P disclaims all warranties and guarantees regarding the availability of the Site, that the Site will operate error-free, that the offer terms and conditions or details are accurate, that defects will be corrected or that the site is free of viruses or other harmful components; (b) your use of this Site is at your own risk; (c) any content downloaded or otherwise obtained through this Site is provided at your own risk; and (d) you are solely responsible for any damage to your computer system or any data loss that may result from your use of the Site, including without limitation, damage resulting from computer viruses. If any jurisdiction does not allow the exclusion of implied warranties or statutory guarantees, the above exclusions will not apply to you to extent that such laws apply to these Terms and Conditions.

## **9. Disclaimer of Damages and Limitation of Liability**

9.1 To the extent permitted by law and except to the extent that the relevant damage of loss has been caused by gross negligence or unlawful conduct on the part of H&P, its business partners, employees, representatives or their respective affiliates, in no event shall H&P, its business partners or their respective affiliates be liable for any indirect, special, punitive, exemplary, consequential damages whatsoever, property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, without regard to the form of action (including but not limited to contract, negligence, or other tortious actions) arising out of or in connection with your use or access of the site, offers or its content, even if H&P or its business partners, employees, representatives or affiliates have been advised of the possibility of such damage or loss.

9.2 Except in respect of any rights or remedies you may have under any laws (including any statutory guarantees) or in any other circumstances where H&P is not able to exclude or limit its liability, in no event shall H&P's total liability to you for all damages, losses, and causes of action, whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the amount paid by you, if any, for accessing or participating in any activity related to the Site.

## **10. Indemnification**

You agree to defend, indemnify, and hold H&P, its subsidiaries and affiliates, and their respective directors, officers, employees, and agents harmless against all claims and expenses, including, but not limited to, attorney's fees, arising out of, or in connection with: (a) any breach of these Terms and Conditions by you; (b) any fraud, misconduct, or negligence by you; and (c) any violation of any applicable law or regulation by you.

## 11. Disputes and complaints

If a dispute arises between you and the Company, or you wish to file a complaint regarding the Company, such disputes or complaints can be reported to [enquiries@thepresidentslinks.com.na](mailto:enquiries@thepresidentslinks.com.na).

## 12. Miscellaneous

12.1 These Terms, their subject matter, and their formation are governed by Maltese law. You hereby agree that the courts of Malta shall have exclusive jurisdiction in any such matters.

12.2 These Terms and Conditions may not be assigned by you. H&P may assign its rights and obligations set forth in these Terms and Conditions at any time.

12.3 Should any part or provision of these Terms and Conditions be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

12.4 Except as provided herein, these Terms and Conditions constitute the entire agreement between you and H&P pertaining to their subject matter. Certain provisions of these Terms and Conditions may be superseded or added to by designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within this Site.

12.5 H&P's failure to enforce any provision of these Terms and Conditions or any additional terms shall not restrict H&P's ability or right to enforce such provision at a later time.

12.6 These Terms and Conditions and any related documents may be accepted in electronic form (e.g. by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and H&P.