



BRITISH AMERICAN TOBACCO KENYA

CONDITIONS OF WEBSITE USAGE POLICY

Policy issued on 23rd April 2020

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1. Overview

- 1.1 These conditions of Website Usage Policy (Policy) applies to all British American Tobacco Kenya plc. website visitors.

2. The Company and User Obligations

- 2.1. This website (site) is operated by British American Tobacco Kenya plc and the Company intends to be bound by the terms herein.
- 2.2. If you do not agree to be bound by these Terms of Use you should not access or view this Site.
- 2.3. Any enquiries or complaints which you have in relation to this Site should be addressed to the Company Secretary British American Tobacco Kenya plc, P.O Box 30000 -00100 Nairobi.
- 2.4. British American Tobacco Kenya plc are committed to protecting the privacy rights and freedoms of users of this Site. We want to provide a safe and secure user experience. Click here to view the Privacy Policy.
- 2.5. Cookie Policy 'Cookies' are small data files that are sent to your browser from a web server and stored on your device's hard drive. To access our Cookie Policy please click on <http://www.batkenya.com/>. References in these Terms of Use to 'cookies' also includes other means of automatically accessing or storing information on your device.
- 2.6. Links to external websites. This Site includes links to external websites which are subject to their own terms and conditions and privacy policies. We are not responsible for the content of these external websites and we recommend that you familiarize yourself with the terms and conditions of such sites before you access the sites. These links are provided solely for your convenience. No endorsement of any party, products or services is expressed or implied and accordingly neither British American Tobacco Kenya plc nor any member of the British American Tobacco Group accepts any liability for the accuracy of, or otherwise in relation to, any content or the security of any activity carried out on such other websites.
- 2.7. You acknowledge and agree that the British American Tobacco Kenya plc are not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such linked websites. Your use of such websites is at your sole risk. If you choose to access external websites using links provided on this Site, these websites may set a cookie. British American Tobacco Kenya plc does not have any control over the use of such cookies and you should refer to the terms and conditions of use and cookie policy of the particular third party website for further information.

3. Financial information

- 3.1. The information, materials and data provided on this website are for general information purposes. They do not directly or indirectly constitute investment advice nor are they an invitation, offer, solicitation, inducement or recommendation to acquire or dispose of any investment or to engage in any other transaction in the companies mentioned, including investing in shares or other securities, or any other products or services or otherwise dealing in these or entering into a contract with British American Tobacco Kenya plc or any other company.
- 3.2. The information, materials and data provided should not be relied upon in connection with any investment decision. They may contain forward-looking statements regarding the performance and financial condition of British American Tobacco Kenya plc or any other company. Similarly, the past performance of British American Tobacco Kenya plc or any other company referred to on the website cannot be relied upon as a guide to its future performance. Actual results may differ materially from such forward-looking statements because of various risks, uncertainties and other factors. For example, rates of exchange may cause the value of underlying investments or products to go up or down and tax arrangements may change. All stock market-based investment is exposed to a degree of risk and the price of shares and the income derived from them can go down as well as up and investors may not recoup the amount originally invested. You should always seek appropriate professional advice in relation to such matters.
- 3.3. Please see also the general disclaimer of liability under paragraph 4.8 of the section headed 'General Provisions' below.

4. General Provisions

- 4.1 This site is provided to you free of charge, without any warranties or guarantees unless specifically stated. The information contained in this site is intended for general information purposes only.
- 4.2 Except as expressly provided for on this site, neither British American Tobacco Kenya plc nor any other member of the British American Tobacco group is responsible for the content or use of any web pages or any messages sent or received by you.
- 4.3 All copyright, trademarks and other intellectual property rights used as part of this site are vested in British American Tobacco Kenya plc, other members of the British American

Tobacco group and/or its licensors. You acquire no rights in the site other than the limited right to use the site in accordance with these terms of use.

- 4.4 You shall not use this site for any illegal purposes and in particular agree that you shall not send, use, copy, post or allow any posting which is defamatory or obscene or which is abusive, indecent or in breach of the privacy of any person. You agree not to send any unsolicited promotional or advertising material, spam or similar materials or any volume messages which may interfere with the operation of this site or with the enjoyment of this it by other visitors.
- 4.5 British American Tobacco Kenya plc reserves the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of this site and to restrict or prohibit access to it.
- 4.6 You hereby agree to indemnify British American Tobacco Kenya plc against any costs, claims, losses and damages (including legal fees) incurred by or awarded against British American Tobacco Kenya plc as a result of your misuse of this site or your breach of these terms of use.
- 4.7 If you are in breach of these terms British American Tobacco Kenya plc may suspend or block your access to this site and refuse to provide you with any further access to it.
- 4.8 British American Tobacco publishes this website "as is" and "as available" without any warranty of any kind, express or implied, as to the operation of the website, the accuracy of the information or the products or services referred to on the website (in so far as such warranties may be excluded under any relevant law). Except in the case of personal injury or death caused by its negligence or for fraud, to the extent permitted by law, neither British American Tobacco Kenya plc nor any other company in the British American Tobacco group shall be liable for any losses or damage whether in contract, tort (including negligence) or otherwise and whether direct or indirect (including, without limitation, direct or indirect loss of profits), consequential, incidental or special that may result from access or use of this website, howsoever arising. Your sole remedy is to discontinue using this website.
- 4.9 If any part of these terms of use is found to be unenforceable as a matter of law, all other parts of these terms of use shall not be affected.
- 4.10 These terms of use govern our relationship with you and represent our entire agreement with you.

5. Roles and Responsibilities

It is the responsibility of the Management to ensure that:

5.1 Stakeholders are aware of this policy;

5.2 That the policy is implemented in accordance with the Law.

6 Interpretation

In circumstances where the terms of these Policies and Procedures differ from newly enacted laws, regulations or standards governing the Company, the law, regulation or standard will take precedence over these policies and procedures until these policies and procedures are amended to conform to the law, regulation or standard.

7 Related Documents

7.1 Principles of Engagement

7.2 Standards of Business Conduct

8 Review

This policy shall be reviewed every two years by the Audit Committee who shall recommend any proposed changes to the Board for approval.

Policy Approval:

This policy was reviewed and adopted by the Board of the Company on 23rd April 2020 for immediate implementation.