

I. Site and company details

adfchbank.com (the “site”) is owned by ADFCH BANK LTD (“ADFCH”) and is the site which provides information on the company and the products and services offered by ADFCH and other members of the JD Euroway Group. ADFCH is a company incorporated in The Gambia in the Business Enterprise Zone (BEZ). The “JD Euroway Group” means JD Euroway, its subsidiaries, its holding companies and subsidiaries of those holding companies.

II. Use of this site

adfchbank.com provides you with information on the products and services offered by ADFCH and other members of the JD Euroway Group, and also provides you with links to the local websites of ADFCH and other ADFCH sub-sites (collectively “local site(s)”). Your use of this site is governed by these terms of use (“Terms of Use”) and our privacy policy and cookies policy. This is a legally binding agreement between you and ADFCH establishing the terms and conditions under which this site may be used. Your use of the site constitutes your acceptance of these Terms of Use.

III. Local sites

This site does not allow you to directly purchase our products and services. Please refer to your local site for further information on products and services offered in your relevant country. Your use of the local site(s) will be governed by both these site Terms of Use and the terms and conditions set out for the relevant local site. In the event of conflict between (1) these site Terms of Use, and (2) the local site’s terms and conditions, the local site’s terms and conditions shall prevail to the extent of such conflict with respect to your use of the local site(s).

IV. Products and services

The information and material on this site is not an offer, solicitation, invitation, advice or recommendation for products or services provided by any JD Euroway Group members. The full range of products or services may not be available in all countries. Use of the products or services described on this site may not be permitted in some countries and if in doubt, you should check with your local regulator or authority before requesting further information. These products and services may be withdrawn or amended at any time without prior notice.

Products and services are available only at the discretion of ADFCH or the relevant JD Euroway Group company or associate, subject to the individual contractual terms and conditions on which those products and services are offered (“Product Terms and Conditions”). In the event of conflict between (1) these site Terms of Use and/or the local site’s terms and conditions, and (2) the Product Terms and Conditions, the Product Terms and Conditions shall prevail.

V. Jurisdiction

ADFCH controls this site from Canada. ADFCH makes no representation that content on the Site are appropriate or available for use outside Canada. If you choose to access the site from other locations, you do so at your own risk. Transactions with any other ADFCH entity outside the Canada or other members of the JD Euroway Group outside Canada are not subject to Canada's regulatory regime for the conduct of investment business. The conduct of investment business with any ADFCH entity outside Canada or other members of the JD Euroway Group outside Canada is regulated by varying authorities and securities legislation in different jurisdictions as specified on the relevant local sites.

VI. Disclaimer

The material and information contained on this site and any local site(s) (collectively "ADFCH sites") are provided for general information only and should not be used as a basis for making business or investment decisions. Any information on the ADFCH sites should not be relied upon without consulting primary, more accurate or more up-to-date sources of information or specific professional advice, which we recommend you to obtain. Jd Euroway makes no representation or warranty of any kind, whether express, implied or statutory regarding the material and information contained or referred to on each page associated with the ADFCH sites.

No warranty is given that economic reporting information or data is accurate, reliable or up to date on the ADFCH sites. Geographic, political, economic, statistical, and exchange rate data are presented in certain cases in approximate, summary or simplified form and may change over time. Reliance has been placed by the editors on certain external statistical data which, though believed to be correct, may not in fact be accurate.

The ADFCH sites may contain articles and materials written by third party authors or contributors. All opinion or analysis expressed are those of the author (whether the author is from ADFCH or a third party contributor) and do not reflect the views of ADFCH. Nothing shall in the articles and materials should be construed as asserting or implying ADFCH's endorsement of the author's views.

ADFCH's inclusion of hyperlinks on the ADFCH sites does not imply any endorsement of the material on such sites. Any hyperlinks from Jd Euroway sites exists for information purposes and are for your convenience only. ADFCH is not responsible for the contents of third party websites. If you visit third party websites, then your rights and obligations while accessing and using those sites will be governed by the agreements and policies relating to use of those third party sites.

VII. Limitation of liability

ADFCH accepts no liability for any loss or damage (including special, incidental or consequential loss or damage) arising directly or indirectly from your use of the ADFCH sites, howsoever arising from, but not limited to:

- any defect, error, imperfection, fault, mistake or inaccuracy with ADFCH sites, its contents (including content from third party providers), associated services, or due to any unavailability of this site or any local site or any part thereof or any contents or associated services
- action taken, or not taken in reliance on material, content or information contained on the ADFCH sites
- any computer viruses, Trojan horses, worms, software bombs or similar items or processes arising from your use of the ADFCH sites. You click on any hyperlinks or download any software or data from the ADFCH sites at your own risk.

VIII. Email subscription service

We may, at our discretion, provide a service whereby you can request to subscribe to and receive e-mail alerts relating to products, services or information offered by ADFCH or other third parties (“Subscription Service(s)”). Your use of the Subscription Services will be governed by the separate terms and conditions for use of those services. Your confirmation of subscription to the Subscription Services constitutes acceptance of their terms and conditions of use.

ADFCH does not guarantee that any e-mails from the ADFCH Sites will be sent to you or received by ADFCH nor does ADFCH warrant the privacy and/or security of e-mails during internet transmission.

IX. Personal data

Any personal data you submit when requesting to subscribe to the Subscription Service(s) will be handled by the JD Euroway Group for the purpose of providing you with information about products, services or information you have requested and in accordance with our privacy policy and cookie policy. By requesting to subscribe to the Subscription Service(s) you confirm that you have read and understood the privacy policy and cookie policy and consent to the JD Euroway Group handling and disclosing your personal data, including sensitive personal data, as outlined. The privacy policy and cookie policy may be amended or replaced from time to time and it is your responsibility to check for any updates.

X. Security

It is your responsibility to ensure that any user ID and/or password used by you in connection with this site or the local sites or any service provided by means of this site is kept secure, and that no person or entity other than you obtains access to that user ID and/or password, including logging off from any local sites securely to prevent any unauthorised access to your confidential information.

XI. Intellectual property rights

All rights (including, but not limited to, copyright) in and to the contents (including, but not limited to, trademarks, text, graphics, images, links and sounds) contained on the ADFCH sites is owned by or licensed to ADFCH or other members of the JD Euroway Group, and may not, unless expressly permitted on the ADFCH sites, be copied, modified, downloaded, distributed or published in any way without the prior written consent of ADFCH, other members of the JD Euroway Group or its licensors, as the case may be. If any content on the ADFCH sites is permitted for use, you shall comply with all terms of use, conditions, guidelines, or restrictions that apply to that content.

“ADFCH BANK LTD”, “ADFCH” are registered trademarks, logos and service marks of JD Euroway and no permission or licence is granted to use any such trademarks, logos or service marks without the prior written consent of JD Euroway.

In relation to any information or material you submit to ADFCH using this site and/or to our social media accounts, you hereby grant to ADFCH or other members of the JD Euroway Group a worldwide, royalty-free, perpetual, irrevocable, sub-licensable right and licence to use such information or material for any purpose it deems appropriate, including without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable law. You represent and warrant that such information or material you submit does not infringe the rights of any other third party.

You agree that JD Euroway shall not be under any obligation of confidentiality to you regarding any such information or material submitted to it using this site and/or our social media accounts unless otherwise agreed in a separate direct contract between you and JD Euroway or required by law.

XII. Social media and online interaction guidelines

Guidelines

ADFCH and other members of the JD Euroway Group may operate social media accounts and pages either on or off our corporate websites as channels to engage with our customers, clients and communities. Use and engagement on these social media channels will be governed by the terms of use of those specific accounts and pages.

We encourage your participation and communication through our social media channels, and request that you follow our online interaction guidelines set out below:

- Use of offensive, aggressive, denigrating, irrelevant or inappropriate language is not permitted. These posts will be removed
- We reserve the right at our discretion to remove comments or posts that veer away from the topic in discussion, that are not related to Jd Euroway, or that appear to be spam
- We will take appropriate action against persons who break these guidelines repeatedly

- We do not endorse or take responsibility for content posted by third parties on our social media channels, also known as user generated content (UGC). This includes texts added and uploaded or linked files such as images, video, audio, documents
- You should not post any sensitive data, such as personal details, account numbers.

Social media plug-ins

Social media plug-ins are software codes / scripts that enable specific functionality on social media platforms. The most common example is a Share or Like button. The ADFCH Sites may contain plug-ins to social networks including, but not limited to, Facebook, Twitter, Google Plus and LinkedIn. If you choose to click on one of the links from these plug-ins, your browser connects to the servers of the relevant sites for the transmission of the web page content associated with the plug-in and for us to track and analyse its usage. If you are registered on the relevant social network and logged into your respective account the social network receives the information that the web pages visited by you whilst you are logged in. If you are not registered with the social network or you are logged out before you visit our online services, your IP address will be known by the social network but not your name or other detail about you.

XIII. Modification

ADFCH reserves the right in its discretion to change without prior notice any information or material contained on the site and the terms and conditions under which this site is used.

XIV. Termination

ADFCH may terminate this agreement, your access to this site and use of any service at any time.

XV. Governing law

These terms of use shall be governed by and construed according to England & Wales laws. Any dispute, controversy or claim arising out of or in connection with these terms of use shall be subject to the non-exclusive jurisdiction of the Quebec courts.