

Terms and Conditions ZAMTRANSACT SERVICES LIMITED

ZAMTRANSACT SERVICES LIMITED (hereinafter the "Company") is a Zambian Firm that owns and operates the brand "MONE" (www.mone.co.zm). ZAMTRANSACT SERVICES LIMITED is registered in Zambia with company number 120241007760. The Company's registered office is located at PLOT NO. 87/A/D GREAT EAST ROAD / SILVEREST EXTENSION Chongwe Lusaka Province. Please refer to the website of the Company for more information.

1. INTRODUCTION

Here are some definitions that you can find in the Terms and Conditions (Terms of Use): Applicable law means the legislation of Zambia, Terms and Conditions and regulations promulgated by a local, municipal, state or other governmental body or any of its representatives or departments, as well as any regulatory or administrative institution regulating the relevant relations of the parties rights, obligations and obligations under this agreement, as appropriate. User means an individual who uses or otherwise obtains access to the Software and/or uses other Services in accordance with these Terms of Use. Legal agreements mean documents that relate to your use of the services offered by ZAMTRANSACT SERVICES LIMITED. Service or Services means primarily a Service or Services for the provision of products, replenishment of wallet accounts of Users, but may also include other services posted on the site in accordance with these Terms of Use. Website means the Website at ZAMTRANSACT SERVICES LIMITED — The Easiest Way To Add Funds To Your Wallet and all related subdomains of the website. MONE means the services of company for the purchase of products and (or) replenishment of wallet accounts of Users. These Terms (hereinafter referred to as the "Terms of Use") are a legal document establishing your rights and obligations as a User of Company registered under the number 120241007760 in accordance with the legislation of Zambia, with the Legal address: PLOT NO. 87/A/D GREAT EAST ROAD / SILVEREST EXTENSION Chongwe Lusaka Province. Please read the content of the Terms of Use carefully.

2. TERMS OF USE; YOUR ACCOUNT, ACCEPTANCE OF AGREEMENTS

2.1 www.mone.co.zm is an online service (hereinafter referred to as "MONE") offered by ZAMTRANSACT SERVICES LIMITED for the purchase of products. By accepting the Terms, you become a ZAMTRANSACT SERVICES LIMITED User (hereinafter referred to as the "User"). This agreement comes into force after you accept the Terms. You do not have the right to become a User if you are under the age of 18. MONE is not intended for persons under the age of 18, and ZAMTRANSACT SERVICES LIMITED will not intentionally collect personal data from individuals under this age. Additional age restrictions may apply in your country.

2.2 Party to the agreement in all situations, interaction with the MONE is carried out within the framework of contractual relations with ZAMTRANSACT SERVICES LIMITED. Unless otherwise stated in this document or at the time of the transaction, all transactions with respect to any Services (as defined below) in the MONE are made in ZAMTRANSACT SERVICES LIMITED.

2.3 Product. Content and Services As a User, you can access certain services, software products and content available to Users, or buy certain products (see below) in the MONE. The term "Content and Services" in this Agreement means any other software products, content and updates that you download or access using the MONE.

2.4 Acceptance of agreements. Your order through the MONE is an offer by ZAMTRANSACT SERVICES LIMITED to conclude an agreement on the delivery of the ordered products in exchange for the specified price or replenishment of wallet accounts of Users.

When you place an order at the MONE, we send you a message confirming receipt of your order and containing the details of your order (hereinafter referred to as "Order Confirmation"). Order confirmation is a confirmation that we have received your order.

In the case of products, we accept your offer and conclude a deal on the product you ordered only after the payment has been made and we will send you products and an email confirming the shipment (hereinafter referred to as "Confirmation of Dispatch").

You agree to receive invoices electronically.

2.5 Payment processing. The processing of payments related to the purchase of products offered on the MONE is carried out directly by ZAMTRANSACT SERVICES LIMITED.

3. CHANGES IN THE TERMS OF USE

ZAMTRANSACT SERVICES LIMITED reserves the right to change, supplement or delete the Terms of Use at any time, at its sole discretion, by posting an updated version on its Website and/or other ZAMTRANSACT SERVICES LIMITED Products. By continuing to use the Services, you will be deemed to have accepted such changes. If at any time you do not agree with any part of the current version of the Terms of Use or with any other policy of ZAMTRANSACT SERVICES LIMITED related to your use of the Services, then you must stop using the Services. In accordance with Applicable Law, ZAMTRANSACT SERVICES LIMITED may make changes to the Services at any time or terminate your access to the Services at any time without notice and without refunds of any kind. You understand and hereby agree that ZAMTRANSACT SERVICES LIMITED may terminate or restrict your use of the Services for any reason and without notice or compensation.

4. PRIVACY NOTICE

4.1 Your privacy is important to ZAMTRANSACT SERVICES LIMITED. Our Privacy Policy explains how ZAMTRANSACT SERVICES LIMITED processes your personal data and protects your privacy, as well as lists other common methods of information processing. Please remember that you must provide us with truthful, accurate, up-to-date and complete information. By downloading or installing the Software or using the ZAMTRANSACT SERVICES LIMITED Website or Products, or by providing information to ZAMTRANSACT SERVICES LIMITED in any other way, you agree to all actions taken by us with respect to your information in accordance with the Privacy Policy. You should also read our Cookie Policy on how you can manage your online privacy when using the Services.

4.2 By accessing the Website and/or starting to use the ZAMTRANSACT SERVICES LIMITED Software or Services, you acknowledge and agree that ZAMTRANSACT SERVICES LIMITED may keep records of your actions or content in accordance with applicable data privacy laws. ZAMTRANSACT SERVICES LIMITED may also disclose these actions or content in connection with providing the services to you if required by law or if we believe in good faith that this action is reasonable and necessary to (a) comply with the law or an injunction; (b) ensure compliance with these Terms of Use; (c) address allegations that your actions related to the Services infringe upon the rights of third parties.; or (d) protect the rights, property or safety of ZAMTRANSACT SERVICES LIMITED, its users or the public.

5. SERVICES

To use our Services, you must read and agree to our Terms of Use, which describe your rights and obligations. This is important both for us and for you, because a clear understanding of the terms of use of our Services allows you to avoid misunderstandings.

5.1 Website. You can perform a number of operations using the Site, such as (a) ask questions to our specialists; (b) subscribing to news or performing other actions. Any of these actions implies the transfer of your personal data to ZAMTRANSACT SERVICES LIMITED, so before you start entering your data, carefully read our Privacy Policy.

5.2 Software means software, applications, content and other digital materials that ZAMTRANSACT SERVICES LIMITED is authorized by the relevant Software developer or publisher to offer to Users for different purposes.

6. ORDER

6.1 By placing an Order with ZAMTRANSACT SERVICES LIMITED, you confirm that your transaction will be carried out with us. You also acknowledge that after we have successfully verified the authenticity and sufficiency of the information provided by you, we will then purchase products from the developer for the sole purpose of immediately reselling them to you for the amounts specified and agreed upon when sending your Order, as well as replenish your wallet accounts.

6.2 We will start processing your order after your purchase is approved. Orders are usually processed instantly, but can take up to 2-5 days depending on the payment method you choose.

6.3 As soon as your Order is processed, we will send you a confirmation email (if possible) using the email address provided to us by you or the developer.

6.4 This confirmation email will serve as your electronic purchase receipt and will contain information about your Order. In case you buy a product, you will first receive a receipt, and then we will send you an email confirming the order.

6.5 If ZAMTRANSACT SERVICES LIMITED is unable to provide you with a product (for example, because it is no longer available, or because of an error in the price), ZAMTRANSACT SERVICES LIMITED will notify you by email, and we will not process your Order. If you have already paid for the product and it is not available, we will refund you the full amount as soon as possible and will not bear any additional responsibility in front of you.

7. PRICING

The price of your product(s) will be indicated considering all applicable taxes and the cost of electronic transmission to the addresses provided by you at the time of purchase and based on the data provided by you.

8. ANTI-FRAUD POLICY

We are attentive to any facts indicating the presence of fraud. We reserve the right to refuse access to our servers if we establish a fact indicating illegal use of the Software, or any other actions aimed at obtaining a product for which the user has no right to claim. Please note that blocked users do not have the rights to demand a refund of the purchased product or any other refund.

9. TERMS OF REFUND

9.1. According to the general Terms of Use, a refund of funds paid for products is not allowed.

9.2. In the event that you forgot to deactivate the subscription for products, a refund is not allowed.

9.3. Refunds for purchased products are only granted in cases of technical issues and when the user provides evidence of the inability to utilize the products.

10. LIMITATION OF LIABILITY

10.1 ZAMTRANSACT SERVICES LIMITED in no way excludes or limits our liability to you. To the extent permitted by law, our total liability to you in respect of any foreseeable damages arising under or in connection with these Terms of Use, whether as a result of contract, tort (including negligence), breach of statutory duties or otherwise, under no circumstances shall exceed a) the total cost of the product, or b) \$150 or the equivalent amount in any other available currency, whichever is less.

10.2 ZAMTRANSACT SERVICES LIMITED supplies Goods and/or services only for home and private use. You agree not to use the Goods and/or services for any commercial, business or resale purposes, and ZAMTRANSACT SERVICES LIMITED is not liable to you for any lost profits, business losses, business interruption or loss of business opportunities.

11. THIRD-PARTY SERVICES

These Terms of Use apply to our Services and apply to all our Users. Our Site may contain links to third-party websites and services that are not owned or controlled by ZAMTRANSACT SERVICES LIMITED, and we cannot control and will not be responsible for the content, privacy policies or practices of any third-party websites or services. By using the Website, you release ZAMTRANSACT SERVICES LIMITED from any liability arising from your use of any third-party website or third-party services or interactions with any third party.

12. REPRESENTATIONS AND WARRANTIES

12.1 ZAMTRANSACT SERVICES LIMITED declares and guarantees to you that we will take all necessary actions to resolve your problem in good faith. All disputes related to the refunds will be resolved as soon as possible.

12.2 Please note that ZAMTRANSACT SERVICES LIMITED is not a Software developer and cannot influence the quality of the Software or guarantee that it will meet any of your expectations. The Software is provided "as is" and on an "as available" basis without any warranties or conditions.

12.3 Any announcements, statements and promises made by the Software Developer in relation to the Software, including but not limited to the content, release date, availability of the Software, are the sole responsibility of the developer for the implementation. You should be aware of the possible risks that the Software Developer may not provide the Software of appropriate quality on time, or otherwise fail to meet your expectations, even if these expectations are based on announcements, statements or promises made by the software developer himself. In all such cases, claims and refund requests should be sent directly to the software developer.

13. DAMAGES

By accessing, registering, using or downloading our Services, you agree to indemnify, protect and hold harmless ZAMTRANSACT SERVICES LIMITED, its officers, employees, agents, directors, subsidiaries, affiliates, successors, suppliers or licensors from any liability, loss, claim or expense related to: (a) any claim, caused by your violation of the Terms of Use, including, but not limited to, claims arising from a violation of your statements or guarantees made in accordance with these Terms of Use; (b) your use and/or access to the Website (or any use or access by a third party); (c) violation by you of any rights of third parties, including, but not limited to, any copyrights, property, moral rights or privacy rights; or (d) unavailability of the Website, Products and/or Software of ZAMTRANSACT SERVICES LIMITED.

14. DISPUTES

14.1 These Terms of Use are governed by the laws applicable in Zambia and should be interpreted accordingly, without prejudice to any other mandatory provision of the law more favorable to the User applicable in the country of the User's habitual residence.

14.2. In case of any disagreements, claims, actions or disputes arising in connection with the purchase of products or violation, application, interpretation or validity of these Terms of Use, the party claiming the dispute must first try in good faith to resolve such dispute by contacting the other party via official e-mail and submitting a written notice describing the facts and circumstances of the dispute (including any relevant documentation) and allowing the receiving party 30 days response period from the date of initial contact. The notice must be submitted to the following address: info@mone.co.zm

14.3 Unless you specify otherwise in your notice, ZAMTRANSACT SERVICES LIMITED will respond to it using your last known e-mail address and/or the e-mail address the notice was received from.

14.4 If ZAMTRANSACT SERVICES LIMITED is unable to resolve the dispute, you and ZAMTRANSACT SERVICES LIMITED agree that the parties must resolve their dispute through judicial proceedings in the competent court of Zambia.

15. TERM AND TERMINATION OF THE CONTRACT

These Terms of Use are valid until their termination. You may terminate these Terms of Use at any time after notifying ZAMTRANSACT SERVICES LIMITED. ZAMTRANSACT SERVICES LIMITED has the right to terminate these Terms of Use set forth in this document for violation of these Terms of Use by you or on its own initiative. (i) Upon termination of these Terms of Use for any reason, Section 4 (Privacy notice), Section 12 (Representations and Warranties), Section 13 (Damages) remain in force. ii) Termination of these Terms of Use is without prejudice to any rights or obligations accumulated at the date of termination. As soon as the termination takes effect, all rights shall terminate in accordance with these Terms of Use. After the termination of these Terms of Use, you must stop any use of the Website, Products and/or Software of ZAMTRANSACT SERVICES LIMITED.