

ALTUS FINANCIAL SERVICE LTD

**TERMS AND CONDITIONS
FOR ZANGENA LOANS**

July, 2026

Table of Contents

1. INTRODUCTION	4
2. SCOPE	4
3. REPRESENTATIONS AND WARRANTIES	4
4. CREDIT FACILITY APPLICATION	5
5. DISBURSEMENT	5
6. LOAN CANCELLATION REQUEST	6
7. FEES AND INTEREST	6
8. REPAYMENT	6
9. TERMINATION	7
10. FORCE MAJEURE	7
11. DISCLOSURE OF INFORMATION, DATA RETENTION, AND USE OF DATA	8
12. ASSIGNMENT	9
13. COVENANTS	9
14. DEFAULT	10
15. CONTACT	10
16. LIMITATION AND EXCLUSION OF LIABILITY	10
17. ACCURACY OF REPRESENTATIONS	12
18. AMENDMENT	12
19. NON-WAIVER	12
20. VALIDITY, LEGALITY, AND ENFORCEABILITY	13
21. DISPUTE RESOLUTION	13
22. GOVERNING LAW AND JURISDICTION	13
APPENDIX – END-USER LICENSE	17

1. INTRODUCTION

- 1.1. Altus Financial Service Limited ("Altus") is a limited liability company duly incorporated and licensed in Zambia. Altus is primarily engaged in the business of providing Credit Facilities to individuals and Micro, Small and Medium Enterprises ("MSMEs").
- 1.2. Zamtel Mobile Money Limited ("ZMML") is a limited liability company duly incorporated and licensed in Zambia. ZMML is primarily engaged in the business of providing Mobile Money services to consumers, merchants and agents.
- 1.3. Zamtel Platform is any channel, such as USSD or a Mobile application, through which Zamtel Mobile Money customers can apply for a **Zangena Loan**.
- 1.4. All applications for a Credit Facility from Altus on the Zamtel Mobile Money platform as well as disbursements, are exclusively made, approved and disbursed electronically.
- 1.5. You (which expression shall apply to a natural or artificial person, depending on the context) have voluntarily applied for a Credit Facility or are considering applying for such a Facility from Altus using the Zamtel Mobile Money platform.
- 1.6. By using the Zamtel Platform and applying for the **Zangena Loan**, you agree to the terms of the End-User License Agreement and Altus's Privacy Policy set out in the Appendix to this document.

2. SCOPE

This document sets out the Terms and Conditions ("Ts & Cs") that will govern your relationship with Altus through the Zamtel Mobile Money USSD platform. The said Ts & Cs shall apply to you having applied for a **Zangena Loan** on the Zamtel Mobile Money offered by Altus to the full extent applicable, whether you have applied for a Credit Facility from Altus using the Zamtel Mobile Money Platform.

3. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to Altus as follows:

- 3.1. You are over 18 years and have legal capacity to enter into a Credit Facility Agreement (the "Agreement").

Terms and Conditions

- 3.2. You have personally accessed the Zangena loan offered by Altus through the Zamtel Mobile Money USSD menu, and fully understand what you are signing up for, including your obligations.
- 3.3. Where You have applied for a Credit Facility or intend to apply for a Credit Facility, the said application was or shall be personally initiated and concluded by You or a person authorized by You.
- 3.4. In the case of a business credit facility, the company is duly incorporated, and You are duly authorized by the company to apply for the credit facility. You (i.e., the individual applying for the credit facility on behalf of the company) agree that you will be personally liable for all obligations under the credit facility if you do not act with the authorization of the company.

4. CREDIT FACILITY APPLICATION

- 4.1. You shall correctly and fully complete all required digital Know Your Customer ("KYC"), Know Your Business ("KYB"), and any other application form(s).
- 4.2. Altus shall provide You with a pre-agreement disclosure statement (the "Disclosure Statement") which summarizes the important terms of the Agreement before the Agreement is concluded.
- 4.3. Where your application is successful, Altus shall make available to you an amount not exceeding the Commitment Amount. You may draw down any amount under the Credit Facility up to the Commitment Amount, while the Agreement is in effect.
- 4.4. You shall make only one drawdown request at a time; where the amount drawn down is still outstanding, you may not make another drawdown request. If you breach this provision, Altus reserves the sole right to terminate the Agreement, and any amounts, including interest and any fees you owe Altus, shall be immediately payable. Altus shall not in any way be liable to You for such termination. All losses and damages suffered by You before, during and after the said termination shall wholly be borne by You.

5. DISBURSEMENT

- 5.1. Altus shall transfer the amount requested to You on the Zamtel Mobile Money only to the account or channel (collectively the "Account") You provide during the application stage, provided that You own the Account. Altus reasonably expects the transfer to be effected no later than one business day following the date on which the Agreement is

concluded. The Agreement shall only take effect after the amount requested has been successfully disbursed (hereinafter referred to as the "Effective Date").

- 5.2. Where You do not receive the disbursement within the timeframe stipulated in clause 5.1, You are required to notify Altus within three (3) days following the date on which the amount should have been disbursed. Such notification may be done in person at Altus's offices or via email to customerservice@altus.co.zm, or by contacting our customer support phone number **0760 668 918**.
- 5.3. Where Altus receives such notification as specified in clause 5.2, Altus reserves the right to request evidence in support of Your claims and may choose to make changes to Your repayment schedule at its sole discretion.

6. LOAN CANCELLATION REQUEST

6.1. You have the right to make a written cancellation request not later than 24 hours after disbursement. Such a request may be made in person at Altus's offices or via email to customerservice@altus.co.zm

6.2. Altus shall accept this request only after full repayment of the full outstanding principal issued to the customer, inclusive of accrued interest and fees, where applicable.

7. FEES AND INTEREST

7.1. The Credit Facility may attract a commitment and other fees (the "Fees") specified in the Disclosure Statement and the Agreement. You can review the specific loan terms during the application process, and accept them.

7.2. The amount drawn down, along with any capitalized fees (collectively referred to hereinafter as the "Principal") shall attract an interest rate specified in the Agreement, computed as simple interest (hereinafter referred to as the "Interest") for the period during which the amount drawn down remains outstanding.

8. REPAYMENT

8.1. The principal shall become due in full, together with the Fees and the Interest (collectively referred to hereafter as "Repayment Amount"), on the dates set out in the repayment schedule of the Agreement.

8.2. You shall be responsible for ensuring that the Repayment Amount is paid to Altus by the due date specified in the Agreement. Any payment actually received by Altus after the due date, even if initiated and completed by You (but not received by Altus) before the due date, may constitute a late payment at Altus's sole discretion.

8.3. Altus only accepts electronic forms of payment from your Zamtel Money wallet.

8.4. You may be required to complete an irrevocable direct debit mandate form, formally instructing your bank or electronic money operator to transfer money to Altus's advised account until the Repayment Amount is fully paid off.

8.5. Where You are required to issue a direct debit mandate in favour of Altus, the mandate shall lapse upon Altus receiving all amounts due and owing under the Agreement.

8.6. Altus shall be responsible for verifying receipt of Your repayment and notifying You if repayment has not been made. The said notification may be via any of the following methods: face-to-face communication, phone call, text message, email, or Your status as presented within the Altus app or through any social media platform.

8.7. Any Repayment Amount, comprising the Principal, the Fees, and the Interest (whether in full or in part), that remains unpaid after each due date shall attract a daily interest rate only applicable to the amount overdue, for each day that amount remains unpaid. Further loan disbursements shall be halted until all outstanding loans are fully repaid and a lien shall be placed on the relevant mobile money account to automatically deduct any future credits.

8.8. In the event You become bankrupt, the Agreement shall lapse and any amounts payable by You or due Altus hereunder shall become immediately due and payable in full.

9. TERMINATION

9.1. Altus reserves the right to, in its sole discretion, terminate Your application process or the Agreement at any time before the Effective Date.

9.2. Altus also reserves the right, in its sole discretion, to terminate the Agreement if it is unable to disburse the amount requested due to inaccurate bank or mobile account details provided by You or due to a system failure on the part of Your bank or telecommunication company or due to any other reason attributable to a third party unrelated to Altus.

- 9.3. Upon such termination or cancellation, Altus shall in no way be liable to You for any loss or damage deriving from the termination.

10. FORCE MAJEURE

- 10.1. In the event of force majeure, which includes war, civil insurrection, natural disasters, pandemic or any other event which is legally accepted as a force majeure event, which prevents You from fulfilling your repayment obligations under the Agreement (hereinafter referred to as a "Force Majeure Event"), the interest accrued on the outstanding amounts owed to Altus shall be suspended for the duration of the Force Majeure Event provided that You formally notify Altus about the occurrence of the Force Majeure Event within ten (10) business days of the occurrence of the Force Majeure Event.
- 10.2. Altus shall have the right to determine whether a Force Majeure Event notified by You qualifies as a Force Majeure Event for the Agreement. Where Altus does not accept that an event notified by You qualifies as a Force Majeure Event, Altus shall formally notify You accordingly and, in such event, Your obligations under the Agreement shall continue unabated.
- 10.3. In the event of a Force Majeure Event, or the actions or inactions of a third party not under the direct control of Altus, which prevents or frustrates Altus from the effective discharge of any of its obligations under the Agreement, Altus shall not be liable to You for any additional obligations save for the discharge of such obligations as are required to be provided by Altus under the Agreement after such Force Majeure Event or third party action or inaction has been remedied PROVIDED THAT any liability of Altus shall not be excluded by willful acts of negligence on the part of Altus acting alone without attribution of any part of such willful acts of negligence to any third party not under the direct control of Altus.

11. DISCLOSURE OF INFORMATION, DATA RETENTION, AND USE OF DATA

- 11.1. You agree that Altus may:
- 11.1.1. disclose any information required to be disclosed under the Credit Reporting Act, 2018 (Act No. 8 of 2018), the regulations thereto, and any other legal and regulatory requirement, to credit bureaus.
 - 11.1.2. query third parties for Your information for KYC purposes and for purposes of aiding Altus to decide in respect of Your application.

- 11.1.3. report to the appropriate authorities in the case of suspected fraud or unlawful activity, and Altus shall cooperate with the lawful authorities in respect of any investigation into any suspected unlawful activity of You.
- 11.1.4. disclose any of your KYC/CDD and loan details, including but not limited to outstanding loan amounts due to Altus, to individuals you have provided as your reference, whether or not such persons have agreed to be your reference.
- 11.1.5. disclose any KYC/CDD details, outstanding amounts, and other loan details to any of Your relatives in the event You become deceased, pursuant only to a request made by Your relatives to pay off the outstanding amounts, and upon production of a death certificate.
- 11.1.6. In accordance section 22 of the Financial Intelligence Centre Act (No. 46 of 2010, as amended)'maintain records of your transactions and other records required by Act(including your personal data) as obligated by law, for a period of at least ten (10) years from the date of the transaction, after the end of your business relationship with Altus, and from the date the report was made to the Financial Intelligence Centre, as the case may be.
- 11.1.7. Use your data for the purposes indicated in Altus's Privacy Policy Statement, including for marketing purposes and showing other customers who have your contact that you are registered with Altus.
- 11.2. You agree to hold Altus harmless from any claims, demands, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in connection with such disclosures, except in the case of negligence or fraud on the part of Altus.

12. **ASSIGNMENT**

Altus reserves the right to assign its rights, or any part thereof, under the Agreement to third parties ("Third Party Assignees") having provided reasonable notification of same, PROVIDED THAT any such assignment by Altus to Third Party Assignees shall not be invalidated only by reason that You did not receive prior notification of the assignment.

13. COVENANTS

- 13.1. You shall not use any amount, or any part thereof, disbursed to you by Altus for electronic gambling, money laundering or any unlawful purpose.
- 13.2. Further, you shall not use any amount, or any part thereof, disbursed to you by Altus for any of the excluded activities listed in Schedule 1 of this document.
- 13.3. Altus reserves the right to terminate and call up the entire outstanding balance on the Principal, Fees and Interest, where Altus reasonably believes that Your use of the disbursed amount involves an unsanctioned or illegal activity, or unlawful purpose. Altus further reserves the right to report You to the appropriate authorities in such cases.

14. DEFAULT

If You default in any way on Your obligations under the Agreement:

- 14.1. Altus may at any time thereafter call up the Repayment Amount or the outstanding balance thereof, and the same shall immediately become due and payable.
- 14.2. You shall be liable for the cost of all lawful processes and procedures that Altus may adopt in the recovery of any amount due to Altus and payable by You.

15. CONTACT

- 15.1. During the application process, you shall be required to provide your contact details and other relevant information to Altus to facilitate communication between you and Altus.
- 15.2. Altus reserves the right to contact You directly or through any of the contacts hereafter provided by You at any given time. In doing so, Altus may rely on information hereafter provided by You or otherwise obtained by Altus from some other source other than from You.

16. LIMITATION AND EXCLUSION OF LIABILITY

- 16.1. ALTUS SHALL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS IN THE DATA AND INFORMATION RECEIVED FROM THE CUSTOMER AND THIRD PARTY SERVICE PROVIDERS. CONSEQUENTLY, THE CUSTOMER SHALL NOT BE RELEASED FROM ANY OF HIS/HER/ITS OBLIGATIONS ASSUMED HEREUNDER BY REASON OF ANY SUCH ERROR.
- 16.2. ALTUS WARRANTS THAT IT MAINTAINS INDUSTRY-STANDARD TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES TO PROTECT ITS PLATFORM. HOWEVER, ALTUS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR UNAUTHORIZED TRANSACTIONS RESULTING FROM THE CUSTOMER'S NEGLIGENCE, INCLUDING DISCLOSURE OF ACCESS CREDENTIALS (PINS, PASSWORDS), FAILURE TO MAINTAIN ADEQUATE SECURITY, OR FAILURE TO PROMPTLY REPORT SUSPECTED FRAUD. THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THEIR CREDENTIALS. IN THE EVENT OF A SUSPECTED BREACH, THE CUSTOMER MUST NOTIFY ALTUS IMMEDIATELY. UPON RECEIPT OF SUCH A REPORT, ALTUS SHALL USE COMMERCIALY REASONABLE EFFORTS TO ASSIST THE CUSTOMER IN RESOLVING THE ISSUE.
- 16.3. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ALTUS'S LIABILITY IS STRICTLY LIMITED TO SERVICES DIRECTLY PROVIDED BY ALTUS UNDER THIS AGREEMENT AND SHALL NOT EXTEND TO THIRD-PARTY FAILURES BEYOND ALTUS'S REASONABLE CONTROL.
- 16.4. ALTUS RESERVES THE RIGHT TO SUSPEND, MAKE UNAVAILABLE, OR TEMPORARILY LIMIT ACCESS TO ITS ONLINE SERVICES IN THE EVENT OF GENERAL SYSTEMS FAILURE, MAINTENANCE, OR SECURITY ERRORS. ALTUS SHALL PROVIDE PRIOR NOTICE TO THE CUSTOMER WHERE REASONABLY PRACTICABLE, OR IMMEDIATE NOTICE FOLLOWING ANY EMERGENCY SUSPENSION.
- 16.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTUS SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS

OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS). THIS EXCLUSION OF LIABILITY APPLIES IRRESPECTIVE OF THE CAUSE AND THE LEGAL OR EQUITABLE THEORY OF LIABILITY INVOKED, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR NEGLIGENCE, EVEN IF ALTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM (S) OR FOR A FUNDAMENTAL BREACH(S). IN ANY CASE, ALTUS'S ENTIRE LIABILITY UNDER ANY PROVISION OF THE T&C SHALL BE LIMITED TO YOUR OUTSTANDING LOAN AMOUNT OWED BY THE CUSTOMER TO ALTUS OR THE MINIMUM LOAN AMOUNT STIPULATED BY ALTUS PURSUANT TO A LOAN AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL ALTUS'S EXPENDITURES CONCERNING THE LIABILITY BEING AGGREGATED TO DETERMINE THE SATISFACTION OF THE STATED LIMIT.

- 16.6. ALTUS SHALL TAKE STEPS TO REMEDY ANY ERROR IN ANY ELECTRONIC DOCUMENT SUBMITTED HEREFTER OR ANY OTHER ERROR RELATING TO OTHER ASPECTS OF ALTUS'S ONLINE SERVICES AND RESOURCES UPON ALTUS BECOMING AWARE OF THE SAME, OR YOU NOTIFYING ALTUS OF SUCH ERROR, SUBJECT TO VERIFICATION OF THE PURPORTED ERROR BY ALTUS.

17. ACCURACY OF REPRESENTATIONS

All representations made by You in light of the Agreement are true and accurate as of the Effective Date of the Agreement, and You undertake under the Agreement to immediately notify Altus about any changes in any representation made.

18. AMENDMENT

- 18.1. The Agreement expresses and incorporates the entire understanding of the Parties in relation to the subject-matter and all the terms of the Agreement, and it supersedes and excludes any prior negotiation, understanding,

communication or agreement by or between the Parties in relation to the subject-matter or any term of the Agreement.

- 18.2. Altus reserves the right to amend the Agreement without giving notice to You, and the said amendment to the extent that it does not affect the material terms set out in the Agreement shall be binding on You.

19. NON-WAIVER

No exercise or failure to exercise or delay in exercising any right, power or remedy vested in Altus under or pursuant to the Agreement shall constitute a waiver by Altus of that or any other right, power or remedy.

20. VALIDITY, LEGALITY, AND ENFORCEABILITY

If any provision of the Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity, legality, or enforceability of any other provision of the Agreement and where necessary the Parties shall negotiate a replacement provision.

21. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising under, out of, or in relation to the Agreement, or the breach, termination or invalidity of the Agreement, shall be resolved by recourse to the law courts of Zambia

22. GOVERNING LAW AND JURISDICTION

The Agreement and the relation between the parties shall be governed by the laws of Zambia

SCHEDULE 1 – EXCLUDED ACTIVITIES

Any of the following activities:

1. Forced labor or child labor
2. Activities or materials deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international phase-outs or bans as defined in global conventions and agreements, such as (but not limited to):
 - 2.1. hazardous chemicals, pharmaceuticals, pesticides and wastes;
 - 2.2. ozone depleting substances;
 - 2.3. endangered or protected wildlife or wildlife products
3. Cross-border trade in waste and waste products, unless compliant to the Basel Convention and the underlying regulations
4. Destruction of High Conservation Value areas
5. Radioactive materials and unbounded asbestos fibres
6. Pornography and/or prostitution.
7. Racist and/or anti-democratic media
8. If any of the following products form part of a project's primary financed business activities:
 - 8.1. Alcohol beverages (except beer and wine)
 - 8.2. Tobacco
 - 8.3. Weapons and munitions; or
 - 8.4. Gambling, casinos and equivalent enterprises
9. Production of, trade in, or distribution of ammunition and weapons and critical components thereof (nuclear weapons and radioactive ammunition, biological and chemical weapons of mass destruction, cluster bombs, anti-personnel mines, enriched uranium)
10. Production of, or trade in radioactive materials
11. Commercial logging operations or the purchase of logging equipment for use in primary tropical moist forests or old-growth forests.
12. Production or trade in wood or other forestry products other than from sustainably managed forests.
13. Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial-scale usage of hazardous chemicals. Hazardous chemicals include gasoline, kerosene, and other petroleum products.

14. Production or activities that impinge on the lands owned, or claimed under adjudication, by Indigenous Peoples, without full documented consent of such peoples.
15. Any activities involving significant degradation, conversion or destruction of Critical Habitats
16. Sex trade and any related infrastructure, services and media, such as pornography
17. AI where it poses “unacceptable risk” as defined in the EU AI Act 2021
18. Nuclear power plants (apart from measures that reduce environmental hazards of existing assets) and mines with uranium as an essential source of extraction.
19. Biofuel projects that are not environmentally friendly
20. Mining, prospecting or exploring for Fossil Fuels
21. Producing, processing or refining Fossil Fuels or using waste heat from the burning of Fossil Fuels whether by a Portfolio Company or a third party
22. Generating power or heat using Fossil Fuels, storing or transmitting that power or heat or refurbishing or rehabilitating power generation plants that use Fossil Fuels
23. Storing, transporting, distributing or trading in Fossil Fuels, or developing, acquiring, constructing, operating or maintaining any infrastructure for the storage, transport, distribution of, or trade in, Fossil Fuels
24. CCUS, where “CCUS” means carbon capture and storage and carbon capture, use, transport and storage.
25. Engaging in Fossil Fuel Dependent Heavy Industry
26. The production and provision of goods, services or other outputs (including advisory or financial services and utilities) for exclusive use in connection with any activity referred to in items 25 to 30;
27. The improvement of the efficiency, health and safety or environmental and social standards of any business engaged in any activity referred to above
28. Investments into search, extraction, production, distribution, processing and promotion of fossil fuels (coal, oil, natural gas and peat).
29. Activities that increase use of fossil fuels and/or prolong the technical or economic lifetime of heat and power production using fossil fuels, except for back-up in power generation plants, for household cooking purposes and for processes where feasible alternatives do not exist.
30. Prospection, exploration and mining of coal; land-based means of transport and related infrastructure essentially used for coal; power plants, heating stations and cogeneration facilities essentially fired with coal, as well as associated stub lines.

Terms and Conditions

31. Non-conventional prospection, exploration and extraction of oil from bituminous shale, tar sands or oil sands.
32. Upstream oil exploration and production.
33. Midstream oil, including pipelines.
34. Downstream oil, including refineries and petrol stations.
35. Heavy fuel oil (HFO) or diesel-only, dual-fuel HFO or diesel/gas and HFO or diesel/renewable hybrid power plants.
36. Refurbishment, retrofitting and rehabilitation of existing HFO or diesel-only, dual-fuel HFO or diesel/gas and HFO or diesel/renewable power plants leading to an increase of absolute GHG emissions (i.e. where energy efficiency measures do not compensate for any capacity or load factor increase) and/or where the lifetime of an asset that would be otherwise retired would be substantially increased.
37. Diesel-only mini grids.
38. Upstream gas exploration and production.
39. Midstream/downstream gas (including gas import/export infrastructure and processing facilities) except gas transport, storage and distribution infrastructure where the primary purpose is power generation consistent with a country's pathway to net zero emissions by 2050 or liquid petroleum gas (LPG) and associated facilities for sourcing, transport, bottling and distribution.
40. Transport (road/rail/port) infrastructure where the primary use is fossil fuel transport (primary use means more than 50 per cent of the infrastructure's handled tonnage)

For the full list of excluded activities, see [Comprehensive Excluded Activities List](#).

APPENDIX – END-USER LICENSE

- A. This End-User License Clause (referred to as the "License Agreement" for this clause) governs your use of the mobile banking application ("Application") used to access the online lending service (the "Online Service") of Altus Financial Service Ltd (referred to as the "Licensor" for this clause). This License Agreement is a legal agreement between you and the Licensor. By installing, copying or otherwise using the Application, you agree to be bound by the terms of this License Agreement.
- B. The Licensor hereby grants you a non-exclusive, non-transferable, limited personal license to install and use the Application on your mobile device for your personal use and only to access the Online Service. Such installation must occur in the Republic of Zambia. You will not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify the Application, or use the Application to develop functionally similar Applications; (b) copy the Application, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell the Application or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Application; or (e) otherwise exercise any other right to the Application not expressly granted in this License Agreement.
- C. The Licensor owns all right, title and interest in and to the Application. No license or other right in or to the Application is granted to you except for the rights specifically outlined in this License Agreement.
- D. This License Agreement is valid until terminated by you or Licensor. Licensor may terminate the License at any time or for any reason. Your rights under this License will terminate immediately if you breach any term of this License. Upon termination of this License, you shall immediately discontinue use of the Application and delete all copies of the Application.
- E. You understand and agree that the Application is provided on an "as is" basis, without warranty of any kind, and the Licensor hereby disclaims all warranties and conditions with respect to the Application, either express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. The Licensor does not warrant against interference with your enjoyment of the Application, that the functions contained in, or services performed or provided by, the Application will meet your

requirements, that the operation of the Application will be uninterrupted or error-free, or that defects in the Application will be corrected.

- F. To the maximum extent permitted by applicable law, the Licenser shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary, or consequential damages, including, but not limited to, lost profits, arising from or related to the application and/or the installation or maintenance thereof, failure of electronic or mechanical equipment, errors, configuration or incompatibility problems, problems or delays with intermediate computer or communications networks, or any other problems you experience due to causes beyond our control.
- G. This License Agreement and its enforcement shall be governed by the laws of the Republic of Zambia. If either party waives any provision of this License Agreement, that waiver is not deemed to be a continuing waiver of the same or any other provision. If any provision of this License Agreement is found to be unenforceable for any reason, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this License Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law. Any rights not expressly granted in this License Agreement are reserved by the Licenser. Subclauses C, E, F and G will survive termination of this License Agreement.