

# Airtel Networks Zambia Plc (“Airtel”) Customer Terms and Conditions of Use

## 1. The Agreement

These Airtel Networks Zambia Plc (“Airtel”) Customer Terms and Conditions of Use (“Agreement”) govern the use of Airtel Services acceptance of which will be acknowledged by the Customer using the services. The Parties agree to be bound this Agreement and as it may be amended from time to time as well as such other terms and conditions governing the use of other benefits or services which may from time to time be made available in connection with the Airtel services.

## 2. Definitions

“Airtel” - Airtel Networks Zambia Plc

“Active Account status” - When a SIM has calls or data or Mobile Commerce services being conducted through it regularly.

“Airtel Authorised Agent(s)” - Individual(s) and/or Companies registered by Airtel to provide Airtel Services.

“Agreement” - These Terms of and Conditions of Use.

“Customer(s)” - An individual whose is registered to an Airtel SIM card.

“Customer Care Centre” - Center where dedicated Airtel representatives can be reached who are specifically trained to help the Customer questions and concerns regarding the Airtel services.

“Fees” – Tariffs, bundles and other charges payable under this Agreement for the Airtel Services.

“Inactive Account Status”- When a SIM has had no calls, SMS, data and/or Services being conducted for a consecutive period longer than 90 days.

“Parties” means the Airtel and the Customer(s).

“Privacy notice”- means Airtel’s data privacy notice as contained on the Airtel website and as may be amended from time to time.

“Services” – Telecommunication services which include voice, SMS and data(internet).

“We” or “Us” or “Our” means Airtel.

“You” means the Customer(s)

## 3. The Services

The cell phone number (“MSISDN”) is printed on the SIM card cover contained in this starter pack (“kit”).

The Airtel SIM card allows you use the Services which includes making local, national, and international calls as chosen by you. It will also allow you to make calls on foreign networks where Airtel has roaming agreements.

Where the Customer receives a call the cost of such a call will be on the caller’s account at a rate applicable on the relevant network used by the caller.

Airtel is not responsible for any calls and/or services being cut off due to the Customer’s credit having expired for any reason. Airtel is not responsible for a call being interrupted and/or failing for any reason or for any interruption in the Services.

The risk in and to the products and services contained in this kit transfers upon delivery of the kit to the Customer. Accordingly, Airtel takes no responsibility for any loss or damage of any of the contents of this kit, including Inter alia the SIM card or its use thereof. In the event of the Customer losing the cell phone, airtime and/or SIM card such items must be replaced at the Customer’s cost.

The Customer shall ensure that the kit is still sealed when received, as Airtel is not responsible for any missing contents from this kit should the seal have been removed prior to its delivery to the Customer.

In the event of the VAT rate being varied in any way, the number of the units in respect of airtime will decrease proportionately. Airtel reserves the right to change the method by which the Customer accesses the Services. Any services made available to the Customer upon the purchase of this kit may be varied by Airtel from time to time.

Airtel shall send messages to the Customer from time to time informing the Customer of any products and services being offered.

All Customer communication with our customer service/call centers may be recorded and monitored for quality control, service delivery and for compliance with regulatory/legal requirements.

## 4. Suspension, Disconnection, Cancellation, Termination and/or Closure of Account and/or Services

We may suspend, restrict, or terminate the provision of the Services (in part or whole) without assuming any liability under a number of circumstances which include but not limited to following:

SIM card is being/or (or is reasonably suspected) was used in an unauthorized, unlawful, improper, or fraudulent manner or for criminal activities by the Customer.

Non-compliance by the Customer with this Agreement.

For convenience upon giving the Customer 30 day’s written notice to this effect.

The Customer’s mobile phone and/or SIM card is lost or stolen. Such loss of phone and/or SIM card must be reported to us by the Customer immediately and to Law enforcement.

In compliance with a lawful instruction from a regulatory authority/law enforcement agency.

Airtel shall be entitled to cancel the Customer’s number and deactivate the SIM card if the Customer does not connect the SIM card to the Airtel network within hundred and eighty (180) days of purchasing it and shall be at liberty to allocate the number to any other person.

Airtel shall be entitled to cancel the Customer’s number and deactivate the SIM card that reflects an inactive account status. You agree and understand that upon the said cancelation and deactivation any unutilized Services shall be forfeited without further recourse against Airtel for the same.

Where Airtel has cancelled or deactivated the number, the Customer shall be required to purchase a new SIM card which may have a new number.

Airtel may only give back the Customer the same number if the number has not been allocated to another subscriber.

The Customer shall not in any way tamper with, modify or decompile the SIM card. In the event that Airtel has a reason to believe that the Customer has so tampered with the SIM card, Airtel reserves the right to suspend Services to the Customer. Upon termination of the provision Services to the Customer for any reason the Customer will forfeit any airtime credit or access period not utilized at the date of termination.

#### 5.Fees

The Airtel tariff guide sets out the price of calls and other service fees payable for accessing the Airtel Services. Airtel reserves the right to alter such prices and fees at any time.

#### 6.Loss and/or Theft of SIM card and/or Cell phone

In event that the Customer loses the SIM card and/or cell phone (or the same are stolen) the Customer should report this to Airtel and law enforcement agencies immediately.

The report to Airtel is to be made by calling Customer Care Centre and/or visiting their nearest Airtel retail outlet. The Customer shall however remain responsible for any loss that might arise as a result of this notwithstanding the notification as Airtel shall only utilize best efforts to limit any such loss by blocking the Customer's SIM card on such notification and as directed by the Customer.

The Customer acknowledges and understands that blocking of the SIM card does not block access to Airtel's or other Third Party USSD services or any APPs uploaded onto the customer's handset and any loss occasioned regarding the said USSD services or APP services on account of such loss and/or theft shall be borne by the Customer with no further recourse to Airtel.

In the event of loss or theft of the SIM card and/or cell phone the Customer has a choice of either purchasing a new SIM card with a new MSISDN or performing a SIM swap from an Airtel Authorised Agent in which event the MSISDN shall remain the same. The new SIM card will be charged at a rate determined by Airtel in accordance with any relevant regulatory requirements.

#### 7.Miscellaneous

The Services are not assignable to another person.

No failure or delay by either Airtel or the Customer in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

If any provision of this Agreement shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.

#### 8.Reversals

It is the Customer's responsibility to verify the accuracy of all information entered in connection with Airtel

Instructions before sending the execution command for an Airtel Transaction.

A Transaction once completed is final and irrevocable, and Airtel shall not be under any compulsion to reverse any Transaction.

Notwithstanding the import of the foregoing clause, Airtel Money reserves the right, at its sole discretion, to cancel or reverse a Transaction if reasonable grounds are shown and the reversal claim is made within one (1) month of the erroneous Transaction date

#### 9.Liability and Reassign

You acknowledge that Airtel shall not be liable for any loss, injury or damage to any person arising out of the possession and/or use of your cell phone or contents of this kit.

The Customer indemnifies Airtel and holds it harmless from and against any liability arising out of claims made against Airtel, its employees and/or its agents in connection with the cell phone and the contents of this kit. Furthermore, the Customer acknowledges that Airtel shall not be liable for any loss or damage or injury to the Customer or any person arising out of the possession and/or use the cell phone or the contents of the kit.

You acknowledge that use of the SIM card and provisioning is subject to System availability at the time.

You acknowledge that there may be Interruption in the Services due to circumstances which are beyond the Airtel's control, and we will not be held responsible or liable in any way for any loss whatsoever or howsoever arising as a consequence of any non-availability of the Services. By accepting this Agreement, you acknowledge that the Services are not fault free and that there are certain circumstances and factors including (but not limited to) acts of God, geographical topography, weather conditions, power outages, maintenance or rectification work on the Airtel Network which may interfere adversely with the quality and provision of the Services, however Airtel undertakes to act on such interruptions promptly.

The Customer acknowledges that Airtel does not consent nor is it privy to any arrangements that might be in place for the use of the SIM card for the delivery of financial services and/or services with Third Parties. Accordingly, Airtel shall not be liable for any loss of whatsoever nature arising out of the use of the SIM card for the delivery of financial services and/or other services with a Third Party.

Airtel's liability in respect of Services offered to You with its Partners is only to the extent provided for in this Agreement and to the extent specifically provided for in the terms and conditions in respect of Airtel, if any, for the said Services.

In the event that we are compelled to change or reassign our numbering range to meet regulatory requirements or for any other reason our liability will be limited to changing the Customer's mobile number. You shall have no further claim to the mobile number and Airtel shall not be liable to reimburse You for any cost that You might incur as a result of such change.

The confidentiality of your use of the Services is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your information may be unlawfully intercepted or accessed by individuals other than the intended recipient. We cannot and will not accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality.

Airtel may provide additional functionality following integration with platforms of financial institutions and other entities providing you with specified services. Such functionality may give you limited access to platforms of the financial institutions or other entities. By using such functionality to gain access to other platforms, you hereby agree to indemnify Airtel against, and hold Airtel harmless from any losses arising from your access to such external platforms.

#### 10. Confidentiality, Disclosure and Retention of Data

Both Parties undertake to keep confidential all information agreed by the Parties as being confidential and that either Party shall use such information only to the extent necessary to perform the obligations for the provisions of the Services in line with these Terms and Conditions of Use and/or as may be required by law.

The Customer hereby expressly consents and authorizes Airtel to disclose any data which includes Transaction data or information pertaining to their SIM card and/or use of the Services to any law enforcement, investigative or regulatory authority or any competent authority for the purposes of any genuine enquiry or investigation or to any third party to which you have separately authorized Airtel to disclose such data to provided that any consent given to Airtel to disclose information to any third party (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.

The Customer acknowledges that Airtel will report any suspicious activity on their account to the relevant law enforcement authority.

The Customer acknowledges and consents to their transactions being monitored or recorded for use by Airtel in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of the Airtel Network and detection and prevention of crime.

#### 11. Variation

Airtel reserves the right to vary at any time this Agreement. Variations will be notified by way of advertisement in a daily newspaper, SMS, or on our website and/or by using any other suitable means and you shall be deemed to have been notified of any such variations.

By continuing to use the Services you shall be deemed to have agreed to the variations contemplated in the clause above.

#### 12. General

The Customer shall pay and/or refund all Airtel expenses in recovering any amounts owed by the Customer to Airtel including legal fees, collections fees and tracing fees.

Airtel will not be responsible to the Customer for any indirect, consequential or loss arising from any act or omission by us or any third party and whether arising in contract or tort.

The Customer must notify Airtel immediately of any change of their details as submitted for the registration and use of the Services.

The Customer confirms that the information provided for purposes of registration and use of the Services is true and correct. All copyrights, trademarks and other intellectual property rights used as part of the Services or contained in our documents are owned by Airtel. The Customer agrees that they acquire no rights thereto.

This Agreement is subject to the terms and conditions of the License(s) issued to Airtel by Zambia Information Communications Technology Authority (ZICTA) and any other Regulatory Authority, law, agreement in force or which may come into force and become applicable to or binding on Airtel and/or the Customer. If anything, herein contained is contradictory to Airtel's obligations regarding the same Airtel shall be entitled to terminate and/or amend this Agreement, and the Customer shall hold not claims regarding the same nor is Airtel liable to reimburse the Customer any cost that the Customer may incur in respect of the same, in respect of the said contradiction.

Any legal inquiries and/or notices for Airtel shall be sent to the address provided below or such other address as we shall specify from time to time:

Airtel Networks Zambia Plc (Airtel)

Airtel House, Stand 2375 Corner of Addis Ababa Drive & Great East Road, Showgrounds, Lusaka

Tel: 0977 915000

P.O. Box 320001

Any notices in regard to any information that Airtel may wish to send to its Customer from time to time will be through advertisement in a daily newspaper, SMS, our Website, and/or by using any other suitable means provided that you shall be deemed to have been duly notified regardless that the same may not have actually come to your attention.

This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or relationship of whatever nature between the Parties in respect of the Services.

#### 13. Data Protection and Privacy

We recognize the importance of protecting the privacy of all information provided by You. This statement is meant to affirm our utmost respect for your rights to privacy in line with the Law and our Data Privacy Notice.

Airtel collects, processes, and retains for record purposes, directly or through the Airtel or other agents, personally identifiable information that we use to profile You and administer individual Airtel Accounts, update Airtel databases, and provide user support. You must not provide any false, inaccurate, incomplete, or misleading information and warrants and undertake to comply with all obligations imposed under all known laws and regulations in particular but not limited to the Data Protection Act No.3 of 2021 and all its subsidiary legislations thereunder.

Save as provided hereunder, Airtel does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.

The Customer accepts that we will receive personal information or documents about the Customer and may disclose such information in accordance with the Privacy notice. You can access the Airtel Zambia Data Privacy and Protection Policy by clicking on this link <https://www.airtel.co.zm/assets/pdf/Airtel-NetworksZambia%20-PLC-Privacy-Policy.pdf>.

Further, you hereby acknowledge that by signing on to use the Services, some of your personal information will be passed on to any person whom you receive E-Money and cash from, or send E-Money and cash to. This information will also be generally available to any third party involved in the operation of the service including without limitation, Airtel Money's affiliates including though the list is not exhaustive, Airtel Mobile Commerce Zambia Limited which provides Airtel Money services, Airtel Money Agents, Airtel Money Pay Merchants, Airtel's Service Providers, Airtel Money's partners for products or services accessible through Airtel Money such as international money transfer, mobile loans and savings, insurance, utility payments, banks and ATM Switch providers.

You hereby authorize Airtel Networks to share with, provide or disclose to third parties, your personal information including any Transaction data, information pertaining to you or your wallet, or your usage of our Products and Services.

You hereby authorize Airtel to share with, provide or disclose to third parties with which you have separately contracted or with which you intend to contract (and have informed Airtel Money), your personal information including any Transaction data, information pertaining to your usage of our Products and Services.

You acknowledge that Airtel may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.

You accept that Airtel shall have the right to monitor your account usage and may disclose personal information to law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention of fraud or other criminal activities, or in compliance with the law, regulatory directive, court order or for any other lawful cause. You confirm that the information you provided for purposes of registration for the Services is true and correct, and you undertake to immediately update or inform us or our successor in title of any change in your personal data as and when the change arises.

You consent and hereby authorize us to access your personal informational, personal data, records, transactional history and other information with which you registered the SIM Card that you are using to access the Services or first signed up for the Services.

You consent to the collection, use, storage and or processing (in or outside Zambia in line with the Data Protection Act No.3 of 2021 and any other relevant laws) of your personal data/information for purposes of registration, use and access to the Services (including all current and future Services) or Marketing or other business activities of Airtel (and its affiliates) and or any other use/processing which is permissible under the Laws of Zambia.

Airtel employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties.

Any person submitting any information to Airtel may be granted access rights to that information.

#### 14. Jurisdiction and Arbitration

This Agreement is governed by the laws of Zambia.

The Parties shall endeavor to settle any dispute arising out of this Agreement by discussion and negotiation.

Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either Party, to the Chairperson of the Chartered Institute of Arbitrators Zambia branch.

Such arbitration shall be conducted in English in Lusaka in accordance with the Arbitration Act No.19 of 2000 or its successor legislation.

To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.