

TERMS AND CONDITIONS

Terms and conditions of use of this inq. online service

Accessing any pages on this online service implies that you agree to the following terms and conditions of use of this online service. These terms and conditions contain provisions that appear in a similar text style to this clause in order to draw your attention to such clauses because they:

- may limit the risk or liability of inq. or a third party; and/or
- may create risk or liability for you; and/or
- may compel you to indemnify inq. or a third party; and/or
- serve as an acknowledgement, by you, of a fact.

1. Disclaimer

1.1. Whilst every effort has been made by inq.Digital Zambia Limited (“inq”), and its suppliers of information, to ensure the proper performance of this online service, the accuracy of the information/images and the reliability of the binary data on this online service, inq., its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content and/or information offered on this online service (“the Service/s”).

1.2 inq. makes no representations or warranties, whether express or implied and assumes no liability or responsibility for the proper performance of the Services and the Services are thus used at your own risk. In particular, inq. makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error-free.

1.3 This site may contain hyperlinks to third-party sites. inq. is not responsible for the content of, or the services offered by those sites. The hyperlink(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by inq., of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

2. Indemnification

2.1. To the full extent permitted by law, you indemnify and hold inq. harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by inq.’s gross negligence or intentional misconduct.

2.2. Without affecting the generality of 2.1 above, inq. shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to its network, termination of any licence to operate or use the network, an act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond inq.’s control.

3. Use of services

3.1. You may only use the Services for lawful purposes and you warrant that you shall not:

3.1.1. use the Services to receive or transmit material that is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;

3.1.2 use the Services for the transmission of “junk mail”, “spam”, “chain letters”, or unsolicited mass distribution of SMS;

3.1.3 other than for your personal and non-commercial use, store on your computer or print copies of extracts from this site, and you may not, other than for your personal and noncommercial use, “mirror” or cache information provided via this site on your own server, or copy, adapt, modify or re-use the text or graphics from this site without prior written permission from inq.

4. Privacy Policy

4.1. inq. and all its associated companies are committed to respecting the privacy of your personal data. To demonstrate its commitment, inq. has created this Security and Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of such private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

4.2 What types of information are inq. collecting, and how do we do it you will be able to explore the majority of the Services offered on this site without us collecting any identifiable information from you. For the purpose of business communications, administration and transacting inq. may collect and/or use personal information, for example, your name, address, telephone number, e-mail, current geographical location and/or account details.

This will enable inq. to:

1. Respond to queries or requests submitted by you;
2. Process orders or applications;
3. Resolve problems with goods and services previously supplied; and/or
4. Create products or services that may meet your future requirements. inq. will use, collect, store, process, transmit or otherwise handle private information only with the knowledge and consent of you, our customer.

4.3 The use of Cookies

inq. may store some information (commonly known as a “cookie”) on your computer when visiting our website. This enables inq. to recognise you during subsequent visits. The type of information gathered is non-personal (such as your computer's IP address, the date and time of your visit, which pages you browsed, and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, inq. may also use this data in aggregate form to develop customised services – tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies or to prevent your browser from accepting any cookies. This will, however, cause certain website features not to be accessible.

4.4 What about the security of my personal data?

inq. has implemented technology, policies, and processes to protect the confidentiality, integrity, and availability of your personal information. We will update and refine these measures on an ongoing basis. Please note that inq. cannot be responsible for the privacy policies and practices of other sites you may access using links from this Service. We recommend that you check the policy of each site you visit and that you contact

that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. inq. therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

4.5 Will inq. disclose any of my personal information?

inq. does not distribute any of your personal information to third parties; unless it's required to deliver the products or services requested by you. In addition, inq. will not sell your personal information to third parties unless you give us your specific permission to do so. For example, we may disclose your data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, inq. may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.

4.6 Amendments to this Security and Privacy Statement

inq. reserves the right to amend or modify this Security and Privacy Statement at any time in response to new privacy legislation.

4.7 Whilst your name, contact number and e-mail address which is supplied to us when registering for the Services will not automatically be made available to the recipient of your mail, we nevertheless are able to make such information available to the authorities if required by law.

4.8 Monitoring or recording of your calls may take place for business purposes to the extent permitted by law, such as quality control and training for marketing and improving the Services. However, in these situations, we will not disclose information that could be used to personally identify you.

4.9 You agree that inq. may, to the full extent permitted by law, receive or disclose your personal information, documents, detailed call records, credit profile information and/or any other credit information from or to any of inq.'s shareholders, related entities, suppliers, agents and professional advisors for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer and Competition Protection Act 24 of 2010

5. Electronic communications

All electronic communications, including any attachments thereto that are transmitted to you by inq., shall be on the following terms and conditions:

5.1. Before any purported agreement that has been negotiated either wholly or partly by electronic means shall be considered binding on inq., the following terms and conditions shall apply:

5.1.1. An advanced electronic signature (as defined in the Electronic Communications and Transactions Act 21 of 2009), of a duly authorised member of the Board of Directors of inq. shall be required to be used and attached to any electronic communication containing any offer and/or acceptance by inq., as the case may be.

5.1.2 Where inq. is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of inq., and upon such Director expressly and manually acknowledging receipt of such acceptance.

5.1.3 An electronic communications shall be considered to have been sent by a Director as aforesaid only if:

5.1.3.1 the Director sent it personally; or

5.1.3.2 it was sent by a person who had the required authority to act on behalf of the said Director.

5.2 Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.

5.3 inq. is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

5.4 Whilst inq. does employ virus filtering, it provides no guarantees or warranties that the electronic communication is virus-free.

6. Intellectual property rights

You acknowledge that inq. owns or is the licensor of the intellectual property rights in and to all Services contained herein, and that the unauthorised use thereof is expressly prohibited. The word or mark "inq.", however, represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of inq., or one of its affiliated companies.

7. Password and/or One Time PIN

If you have a password or One Time PIN (OTP) you undertake to keep it secure and warrant that no other person shall use the Services utilising your password or OTP, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Service is obtained using your password or OTP, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

8. Termination and variation

To the full extent permitted by law, we reserve the right to alter, restrict and/or terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be posted on this site and will be deemed to have been accepted by you if you continue using the Services. Therefore, the obligation is on you to review these terms and conditions at regular intervals.

9. General

9.1. These terms and conditions will be governed by and construed in accordance with the laws of Zambia, and you shall submit to the jurisdiction of the Zambian courts.

9.2 These terms and conditions are severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

9.3 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

9.4 These terms and conditions, as varied by us from time to time pursuant to clause 8, above constitute the sole agreement between you and inq.