



End User Terms and Conditions

(the “Terms and Conditions”)

1. THE AGREEMENT

- 1.1. These are the terms and conditions upon which you may use the MoMo Services (as defined herein) provided by MTN Mobile Money Limited (hereinafter “MMM”) (“Conditions of Use”) the acceptance of which constitutes a binding contract between yourself and MMM.
- 1.2. When you register as subscriber by signing the Registration Form annexed hereto you agree to the retention of your personal details (Know Your Customer (“KYC”) details) provided on the registration form and to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use MoMo Services.
- 1.3. This Agreement sets out the complete Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the Micro Loans (hereinafter defined as “ZED-FIN Loans”) accessed by you (hereinafter defined as the “Customer”), as provided by Zed-Fin through MTN Mobile Money Limited System (as hereinafter defined via “MMM”).
- 1.4. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.
- 1.5. **DEFINITIONS** In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:
 - 1.5.1. **“Customer”** means the person in whose name the ZED-FIN loans is accessed, to whom the MoMo account belongs and includes all his/her personal or legal representatives and assigns;
 - 1.5.2. **“Customer Care Centre”** means a contact point selected by MMM for mobile money customers, any MMM Retail Shops or such other retail outlets or outlets as may be notified to the Customer by Zed-Fin from time to time;
 - 1.5.3. **“Device”** includes the Customer’s mobile phone handset, SIM Card and/or another device which when used together enables the Customer to access the ZED-FIN Loans;
 - 1.5.4. **“Due Date”** means the date communicated by Zed-Fin by which the loan repayment falls due;
 - 1.5.5. **“E-Money”** means the electronic monetary value depicted in the Customer’s MoMo Account representing an equivalent amount of cash;
 - 1.5.6. **“Interest”** means the price of loan calculated periodically, starting from the moment of loan disbursement, and charged to the Customer at the moment of the loan repayment;
 - 1.5.7. **“Loan Amount”** means the volume of the cash that is lent to the Customer and disbursed to his/her MoMo account;
 - 1.5.8. **“Loan Schedule”** means the notice with the details of the loan which will include, but shall not be limited to, the Loan Amount, Loan Term and repayment terms, service and other permitted fees and charges, all of which will be provided to the Customer if they are eligible to receive a loan;
 - 1.5.9. **“Loan Term”** means time within which Customer agrees to repay ZED-FIN loan;
 - 1.5.10. **“MoMo Platform”** means the hardware, software, platform and payment channels such as USSD App of MMM enabling it to operate its mobile money system in Zambia;
 - 1.5.11. **“MoMo Account”** means your mobile money wallet held with MMM with electronic store of value, being the record maintained by MMM of the amount of e-Money from time to time held by you in the MoMo Platform;
 - 1.5.12. **“MoMo Fee”** means the tariff or charge payable by a Customer to MMM for carrying out of any Transaction on MoMo platform.
 - 1.5.13. **“MoMo Product”** means the mobile money service that allows anyone with a mobile device and MTN SIM card to load cash on the mobile wallet, after which they can start to make money transfers and payments, access loans and save through the MoMo Platform;
 - 1.5.14. **“MoMo PIN”** means your personal identification number being the secret code used to access and operate the MTN Money System;

- 1.5.15. **“MoMo Subscriber”** means any person duly registered to use the MTN Money System to send or receive money or make payments;
- 1.5.16. **“Network”** means the means the GSM system for mobile telecommunications operated by MTN in the Republic of Zambia.
- 1.5.17. **“Overdue Interest”** or **“Penalty”** or **“Late Fee”** means the amount charged to the Customer in the event that the Customer fails to make payment on the Due Date set for repayment of the Loan;
- 1.5.18. **“Personal Data”** shall have the meaning of the definition as per data protection laws in Zambia;
- 1.5.19. **“Privacy Policy”** shall mean Zed-Fin’s privacy policy which is available at [\[link to be inserted or Annexure\]](#)
- 1.5.20. **“Request”** means a request or instruction received by the service providers from you or purportedly from you through the Network and the System and upon which the service providers are authorized to act;
- 1.5.21. **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile device enables you to access the Network and to use the MoMo Platform;
- 1.5.22. **“SMS”** means a short message service consisting of a text message transmitted from one mobile device to another;
- 1.5.23. **“Zed-Fin”** means ZED-FIN Financial Services Limited, incorporated in the Republic of Zambia as a limited liability company under the Companies Act and duly licensed as a financial service provider under the Banking and Financial Services Act No. 7 of 2017 (the “BFSA”) and includes subsidiaries of Zed-Fin as may from time to time be specified by Zed-Fin to the Customer;
- 1.5.24. **“ZED-FIN Loans”** or **“ZED-FIN Loan”** means a product offered to advance loans to users of the MTN MoMo in accordance with these terms and conditions;
- 1.5.25. **“ZED-FIN Loans Menu”** means the steps a customer must follow to access the ZED-FIN Loans on the MoMo Platform;MoMo
- 1.5.26. **“We,” “Our,”** and **“Us,”** means the service providers and includes the successors and assigns of the service providers.
- 1.5.27. **“You”** or **“Your”** means the Customer and includes the personal representatives of the Customer;
- 1.5.28. The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons;
- 1.6. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 2.1. Before applying for the ZED-FIN Loan via the MoMo System you should carefully read and understand these Terms and Conditions (T&Cs). These T&Cs will govern the use and operation of the said services.
- 2.2. If you do not agree with these Terms and Conditions, please click “Decline” on the ZED-FIN Menu.
- 2.3. You will be deemed to have read, understood, and accepted these Terms and Conditions upon clicking on the “Accept” option on the ZED-FIN Loan menu requesting you to confirm that you have read, understood, and agreed to abide by these Terms and Conditions.
- 2.4. By applying for the ZED-FIN Loan, you agree to comply with and be bound by these Terms and Conditions as long as you have access to the services and you affirm that these Terms and Conditions are without prejudice to any right that Zed-Fin may have with respect to the said services in law or otherwise.
- 2.5. These Terms and Conditions may be amended or varied by Zed-Fin from time to time and will be communicated on the Zed-Fin Website as the case may be. The continued use of your ZED-FIN Loans constitutes your agreement to be bound by the terms of any such amendment or variation.
- 2.6. You acknowledge and accept that Zed-Fin offers the ZED-FIN Loans only electronically and you agree to do business with Zed-Fin for the purpose of accessing ZED-FIN Loans only by electronic means via the ZED-FIN Loans Menu on the MoMo Platform.
- 2.7. If you want to lodge any complaint regarding the Service, you may contact MMM as follows:
- 2.7.1. **Email: MoMoSupport.ZM@mtn.com**
- 2.7.2. **Call the Customer Care number: 111**
- 2.7.3. **Visit any of our designated service centers and connect stores**
- 2.8. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to ZED-FIN Loans at any branch or branches of Zed-Fin unless otherwise advised by Zed-Fin in its sole discretion. You further acknowledge and accept that the Customer Call Centre is not a branch of Zed-Fin or

Zed-Fin's Agent for purposes of conducting transactions and that it will not act as such. All complaints submitted via the channels stipulated in 2.7 will be resolved in timelines not exceeding industry standard and in line with the Bank of Zambia Customer Complaints Directives.

3. ACCOUNT OPENING

- 3.1. To apply for ZED-FIN Loans using the MoMo Platform, you must be at least 18 years old and a registered and active MoMo Subscriber. Zed-Fin reserves the right to verify with MoMo the authenticity and status of your MoMo Account.
- 3.2. You will be eligible to apply for ZED-FIN Loans service based on a proprietary loan approval process defined by Zed-Fin and MMM. This approval process considers among other things patterns of usage of MoMo Services, status with the Credit Reference Bureau, and additional data points that may vary from time to time and is at the sole discretion of ZED-FIN.
- 3.3. You permit Zed-Fin to access your Credit Reference Bureau information and data as well as to add you to the Credit Reference Bureau Database. In the event of failure to make timely payment of outstanding amounts, you permit Zed-Fin to list you on the Credit Reference Bureau database for such failure.
- 3.4. You may apply for ZED-FIN Loans solely by way of an electronic application made by you using your Device via the ZED-FIN Loans Menu on the MoMo Platform.
- 3.5. You hereby agree and authorise Zed-Fin to access your personal information pursuant to the agreement between you and MMM for the provision of ZED-FIN Loans including your phone number, name, date of birth, ID or Passport Number and such other information that will enable ZED-FIN to identify you and comply with any regulatory "Know Your Customer" requirements that Zed-Fin is obligated to adhere to under Zambian Law (together with the "Personal Information").
- 3.6. You hereby consent to the disclosure of the Personal Information and the MoMo Platform information to Zed-Fin and to the aforesaid use of the Personal Information and the MoMo Platform Information by Zed-Fin.
- 3.7. Zed-Fin reserves the right to access further information pertaining to your application for ZED-FIN Loans at any time such as your usage of MTN calling services and other services as well as your status and rating at the Credit Reference Bureau (CRB) in Zambia. Failure by yourslef to provide such information within the time required by Zed-Fin may

result in a rejection of your application for ZED-FIN Loans.

- 3.8. Acceptance by Zed-Fin of your application for ZED-FIN Loans shall be done via SMS sent to the mobile Number associated with your MoMo Account. You acknowledge and accept that the acceptance by Zed-Fin of your application for a ZED-FIN Loan account does not create any contractual relationship between you and MoMo beyond the terms and conditions that apply to your ZED-FIN Loans from time to time.
- 3.9. Zed-Fin reserves the right to decline your application for ZED-FIN Loans or to revoke the same at any stage at Zed-Fin's sole discretion and without assigning any reason or giving any notice thereto.

4. FEES

- 4.1. By accepting the terms & conditions of the service, you hereby agree to pay all outstanding amounts (principal, application fee, interest, daily usage charges, late fee) payable in connection with your use of the Services.
- 4.2. You shall pay to Zed-Fin and Zed-Fin is entitled to deduct from your MMM account;
 - 4.2.1. Any outstanding amount that remains unpaid shall be deducted from funds deposited in Customer's account until the full loan balance is repaid.
 - 4.2.2. Any legal charges including advocate and client costs incurred by Zed-Fin in obtaining legal advice in connection with your ZED-FIN Loans and your dealings with Zed-Fin or incurred by Zed-Fin in any legal, arbitration or other proceedings arising out of any dealings in respect of your ZED-FIN Loans; and
 - 4.2.3. All other fees, taxes, duties, impositions, and expenses incurred in complying with your Requests.
- 4.3. You hereby agree to pay costs charges and expenses incurred by Zed-Fin in obtaining or attempting to obtain payment of any loan owed under ZED-FIN Loans.
- 4.4. In the event of your failure to pay all outstanding amounts due on a Zed-Fin Loan, Zed-Fin reserves the right to deduct such outstanding amounts from any bank account that you may hold as well as any mobile money account held with any mobile network in Zambia. You will bear any costs incurred by Zed-Fin from such collection will be borne by the Customer.

5. STATEMENTS

- 5.1. You may request for a statement or activity report in respect of your ZED-FIN Loans from the Service Provider using your Device ("ZED-FIN Loan Mini Statement").
- 5.2. A ZED-FIN Loan Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by Zed-Fin) in your ZED-FIN Loan account initiated from your Device.
- 5.3. A ZED-FIN Loan Mini Statement shall not be sent to you in printed form but shall be delivered to you either by SMS to the Mobile Number associated with your MoMo Account or such other electronic means as Zed-Fin may in its discretion determine as appropriate. You shall be responsible for the payment of any charges levied by MMM in delivering the ZED-FIN Loan Mini Statement to you.
- 5.4. You may obtain printed ZED-FIN Loan Mini Statements from the Customer Call Centre. You shall be responsible for the payment of any charges levied by the Customer Call Centre for such printed statements.
- 5.5. Save for a manifest error, a ZED-FIN Loan Mini Statement issued to you in respect of your ZED-FIN Loan shall be conclusive evidence of the transactions carried out on ZED-FIN Loan menu for the period covered in the ZED-FIN Loan Mini Statement.

6. IRREVOCABLE AUTHORITY OF ZED-FIN AND MMM

- 6.1. You hereby irrevocably authorise Zed-Fin and MMM to act on all Requests received by Zed-Fin and MMM from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 6.2. If you request Zed-Fin or MMM to cancel any transaction or instruction after a Request has been received by Zed-Fin or MMM from you, they may, at their absolute discretion, cancel such transaction or instruction but shall have no obligation to do so.
- 6.3. Zed-Fin or MMM shall be entitled to accept and to act upon any Request, even if that Request is for any reason incomplete or ambiguous if, in its absolute discretion, Zed-Fin or MMM believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 6.4. Zed-Fin or MMM are authorized to affect such orders in respect of your ZED-FIN Loan as may be required by any court order or competent authority or agency under the applicable laws.

- 6.5. In the event of any conflict between any terms of any Request received by Zed-Fin or MMM from you and these Terms and Conditions, these Terms and Conditions shall prevail.

7. CUSTOMER'S DEVICE AND CUSTOMER'S RESPONSIBILITIES

- 7.1. You shall at your own expense provide and maintain in safe and efficient operating order your Device necessary for the purpose of accessing the System and the Services.
- 7.2. You shall be responsible for ensuring the proper performance of your Device. Neither Zed-Fin nor MoMo shall be responsible for any errors or failures caused by any malfunction of your device nor shall Zed-Fin or MoMo be responsible for any computer virus or related problems that may be associated with the use of the System, the Services, and the Device.
- 7.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by Zed-Fin or MoMo concerning the use of the System and Services.
- 7.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Device and for keeping your MoMo PIN secret and secure. You shall ensure that your MoMo PIN does not become known or come into possession of any unauthorized person. Zed-Fin and MoMo shall not be liable for any disclosure of your MTN Mobile Money PIN to any third party, and you hereby agree to indemnify and hold Zed-Fin and MoMo harmless from any losses resulting from any MTN Mobile Money PIN disclosure.
- 7.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from Zed-Fin and MoMo are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 7.6. You shall immediately inform MMM through the Customer Call Centre if:
 - 7.6.1. You have reason to believe that your MoMo PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - 7.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

- 7.7. You shall always follow the security procedures notified to you by Zed-Fin or MMM from time to time or such other procedures as may be applicable to the Services from time to time.
- 7.8. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your ZED-FIN Loan confidentiality. In particular, you shall ensure that the Services are not used, or requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.
- 7.9. You shall not at any time operate or use the Services in any manner that may be prejudicial to Zed-Fin or MoMo.

8. EXCLUSION OF LIABILITY

- 8.1. Neither Zed-Fin nor MMM shall be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Device, or (b) any other circumstances whatsoever not within Zed-Fin or MMM's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action device failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 8.2. Neither Zed-Fin nor MMM will be liable for any losses or damage suffered by you because of or in connection with:
- 8.2.1. Unavailability of sufficient funds in your MoMo Account and/or in your ZED-FIN account;
- 8.2.2. Failure, malfunction, interruption or unavailability of the System, your device, the Network, MoMo Platform and/or MTN Mobile Money Service, howsoever caused;
- 8.2.3. The money in your ZED-FIN Loan Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- 8.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your ZED-FIN Loan;
- 8.2.5. Any fraudulent or illegal use of the Services, the System and/or your Device; or
- 8.2.6. Your failure to comply with these Terms and Conditions and any document or information provided by Zed-Fin or MoMo concerning the use of the System and the Services.
- 8.3. If for any reason other than a reason mentioned in sub-paragraphs 8.1 or 8.2, the Services are interfered

with or unavailable, Zed-Fin and MMM's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

- 8.4. Save as provided in subparagraph 8.3, Zed-Fin and MoMo shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 8.5. Under no circumstances shall Zed-Fin or MMM be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to Zed-Fin or MMM in writing.
- 8.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

9. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades, or enhancements thereto from time to time) and all associated documentation that the Service Provider provides to you through the System or otherwise are vested either in the Service Provider or in other persons from whom the Service Provider has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Service Provider.

10. INDEMNITY

In consideration of Zed-Fin and MMM complying with your instructions or Requests in relation to ZED-FIN Loan, you undertake to indemnify Zed-Fin and MMM and hold them harmless against any loss, charge, damage, expense, fee or claim which Zed-Fin or MoMo suffers or incurs or sustains thereby and you absolve Zed-Fin and MoMo from all liability for loss or damage which you may sustain from Zed-Fin or MMM acting on your instructions or requests or in accordance with these Terms and Conditions.

- 10.1. The indemnity in clause 10.1 shall also cover the following:

- 10.1.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against Zed-Fin or MoMo or which they may suffer or incur arising from their acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or device, the loss or destruction of any data, power failures,

corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond their control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Zed-Fin or MoMo.

- 10.1.2. Any loss or damage that may arise from your use, misuse, abuse, or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 10.1.3. Any unauthorized access to your ZED-FIN Loan or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Device.
- 10.1.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by Zed-Fin or MMM because of any breach by these Terms and Conditions.
- 10.1.5. Any damages and costs payable to Zed-Fin or MMM in respect of any claims against Zed-Fin or MMM for recompense for loss where the circumstance is within your control.
- 10.1.6. Any loss, damages or costs arising from a compromise all log in credentials, PIN, OTP or other information deemed as private or confidential under the service and the Terms and Conditions.

11. VARIATION AND TERMINATION OF RELATIONSHIP

- 11.1. Zed-Fin or MMM may at any time, terminate or vary their business relationship with you and bar you from your ZED-FIN Loan and in particular but without prejudice to the generality of the foregoing Zed-Fin may cancel credits which it may have granted and require the repayment of outstanding debts resulting therefrom within such time as Zed-Fin may determine.
 - 11.1.1. Without prejudice to Zed-Fin or MMM's rights under clause 11.1, Zed-Fin or MMM may at their sole discretion suspend or close your ZED-FIN Loan in the event that you use the ZED-FIN Loan for unauthorized purposes or where Zed-Fin or MMM detect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

- 11.1.2. If your MoMo Account or agreement with MMM is terminated for whatever reason;
- 11.1.3. If Zed-Fin or MMM are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- 11.1.4. If Zed-Fin or MMM reasonably suspect or believe that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);
- 11.1.5. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
- 11.1.6. To facilitate update or upgrade the contents or functionality of the Services from time to time;
- 11.1.7. Where you remain inactive for any period of time determined by Zed-Fin or MMM in their reasonable discretion and in accordance with the guidelines provided by the Bank of Zambia; or
- 11.1.8. If Zed-Fin or MMM decide to suspend or cease the provision of the Services for commercial reasons or for any other reason as they may determine in their absolute discretion.
- 11.2. You may close your ZED-FIN Loan at any time.
- 11.3. If your ZED-FIN Loan Account is in arrears (outstanding amount payable to service providers) at the time of closure, you agree to pay to Zed-Fin immediately all amounts you owe Zed-Fin.
- 11.4. Termination shall however not affect any accrued rights and liabilities of either party.
- 11.5. If Zed-Fin or MMM receives notice of your demise, the Zed-Fin or MMM will not be obliged to allow any operation or withdrawal from your ZED-FIN Loan Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

12. DISCLOSURE OF INFORMATION

- 12.1. You hereby expressly consent and authorize Zed-Fin to disclose receive record or utilize your personal information or information or data relating to your ZED-FIN Loan and any details of your use of the Services:
 - 12.1.1. To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

- 12.1.2. To and from Zed-Fin's service providers, dealers, agents or any other company that may be or become its subsidiary or holding company for reasonable commercial purposes relating to the Services;
- 12.1.3. To a Credit Reference Bureau ;
- 12.1.4. To Zed-Fin's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
- 12.1.5. To authorized partners and entities as is required to provide the Zed-Fin Loans;
- 12.1.6. To MMM in connection with the MoMo Products and the Services;
- 12.1.7. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
- 12.1.8. In business practices including but not limited to quality control, training and ensuring effective systems operation.

13. MISCELLANEOUS

- 13.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement.
- 13.2. This Agreement and any rights or liabilities accruing thereunder shall not be assigned by you to any other person.
- 13.3. Zed-Fin may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at MMM's Agents outlets, in the daily newspapers, on Zed-Fin and/or MMM's website and/or by any other means as determined by Zed-Fin and any such variations and amendments shall take effect immediately upon publication.
- 13.4. No failure or delay by either yourself, Zed-Fin or MMM 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.
- 13.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 13.6. If any provision of these Terms and Conditions shall be found by any, 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.
- 13.7. Any addition or alteration to these Terms and Conditions may be made from time to time by Zed-Fin and of which notice has been given to you by way of publication as provided in subparagraph 14.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

14. NOTICES

- 14.1. Zed-Fin may send information concerning the ZED-FIN Loan via SMS to the Mobile Phone number associated with your MMM Account.
- 14.2. You acknowledge that you have no claim against Zed-Fin or MMM for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the ZED-FIN Loan.

15. DISPUTE RESOLUTION,

- 15.1. In case of any claims or issues or ZED-FIN discrepancies arise, you are required to report the same to the Customer Call Centre for assistance and/or resolution.
- 15.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Call Centre representatives shall be referred to the Management of Zed-Fin and MMM who shall endeavor to resolve the dispute within 60 days of the notification of a dispute.
- 15.3. Should the dispute not be resolved within 60 days, the same shall be referred to arbitration in accordance with the Arbitration Act No. 19 of 2000 of the Laws of Zambia.
- 15.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia