



Zambia Postal Services Corporation



KNOW YOUR CUSTOMER FORM

Name of operator Z A M P O S T

First Name Middle Name

Last Name Date DD/MM/YY

Gender: Male Female D.O.B Place of Birth

ID Card No. Nationality

Residential Address

Postal Address

District/Town Mobile No:

Email:

Occupation: Employed Self Employed Unemployed Student

ZAMPOST INTERNAL USE ONLY

Name of Officer Signature:

District/Town Date

Name of Authoriser Date

Designation Signature

Zampost Terms and Conditions

1. Introduction

1.1 Please Read These Terms And Conditions Carefully. They Contain The Terms And Conditions Governing Your Access To And Use Of The Zampost Website

1.2 If You Do Not Accept These Terms And Conditions Or You Do Not Meet Or Comply With Their Provisions, You May Not Use The Website (Hereinafter Called The "Site") Or Services (Hereinafter Called The "Service/S").

2. Binding Agreement

2.1 These Terms And Conditions (As They May Be Amended From Time To Time By Zampost), Form A Binding Agreement (Hereinafter Referred To As The "Agreement") Between You And Zampost.

2.2 By Registering, Viewing, Accessing Or Using The Site You Are Deemed To Have Read, Understood And Accepted These Terms And Conditions And Any Subsequent Amendments Or Variations. You Are Also Agreeing To Use The Site At Your Own Risk.

3. Definitions

3.1 The Following Definitions Apply To This Agreement:

"Content" Includes All Text, Graphics, Design And Programming Used On The Site.

"Document" Refers To Any Posting To A Site.

"Account" Refers To A Corporate Organization Which Is A Customer Of Zampost And Shall Be Referred To By The Account Number

"Account Number" Refers To The Account Number Given To An Organization By Zampost Which Will Be Used As The Username For Corporate Customers.

"Services" Means Any Services Provided By Zampost Or Its Agents As Described Herein.

"User" Refers To Any Individual Or Entity, In Whatever Capacity, Who Or That Uses Any Aspect Of The Site.

"You" Or "You" Means The Person Who (Or The Entity On Behalf Of Which One Is Acting) That Is Agreeing To These Terms And Conditions.

"Zampost", "We" Or "We", "Us" Or "Us" Mean Zambia Telecommunications Company Limited.

4. Your Use of the Service

4.1 General

(A) You Agree To Use The Service Only For Purposes That Are Permitted By These Terms And Conditions And Any Applicable Law Or Regulation.

(B) You Specifically Agree Not To Access (Or Attempt To Access) The Service Through Any Automated Means (Including Use Of Scripts Or Web Crawlers) And Shall Ensure That You Comply With The Instructions Set Out In Any Part Of The Site.

(C) You Agree That You Will Not Engage In Any Activity That Interferes With Or Disrupts The Service (Or The Servers And Networks Which Are Connected To The Service).

(D) You Agree That You Will Not Reproduce, Duplicate, Copy, Sell, Trade Or Resell The Service For Any Purpose.

(E) You Agree That You Are Solely Responsible For (And That Zampost Has No Responsibility To You Or To Any Third Party) For Any Breach Of Your Obligations Under These Terms And For The Consequences (Including Any Loss Or Damage Which Zampost May Suffer) As A Result Of Any Such Breach.

(F) You Agree Not To Hack Or Attempt To Hack Into Another Subscriber's Account.

4.2 Password And Account Security

(A) You Shall Receive A System Generated Password Which Needs To Be When Logging In The Zampost Portal For The First Time

(B) Your Password Is Confidential And Being Aware Of This You Agree And Understand That You Are Responsible For Maintaining The Confidentiality Of The Password(S) Associated With Your Account(S). Accordingly, You Agree That You Will Be Solely Responsible To Zampost For All Activities That Occur Under Your Account.

5. Prohibited Use Of The Services

5.1 You, And Any Persons Accessing The Service Through Your User Name And Password Are Not Allowed To:

(A) Copy, Disclose, Modify, Reformat, Display, Distribute, License, Transmit, Sell, Perform, Publish, Transfer, Link To, Reverse Engineer Or Decompile (Except To The Extent Expressly Permitted By Applicable Law) Or Otherwise Make Available The Services Part Thereof Except As Set Out In These Terms;

(B) Include Or Create Links (Including Deep-Links) To Or From The Services;

(C) Replicate The Site Or Create A Separate Border Around Any Part Of The Services (Also Known As "Framing");

(D) Use The Services For Storing, Reproducing, Transmitting, Communicating Or Receiving Any Offending Material. For The Purpose Of These Terms Offending Material Means Any Content Transmitted Using The Service That Is:

(I) In Breach Of Any Law, Regulation Or Code Of Practice Invoked By Zampost, Industry Regulator Or Any Other Competent Authority Or Any Policy Adopted By Zampost With Regard To The Acceptable Use Of The Services, Or

(Ii) Abusive, Indecent, Defamatory, Obscene, Pornographic, Offensive Or Menacing (Or That Has The Effect (As May Be Contemplated By A Reasonable Person) Of Causing The Recipient To Feel So Harassed, Abused Or Offended; Or

(Iii) Designed To Cause Annoyance, Inconvenience Or Needless Anxiety To Any Person; Or

(Iv) In Breach Of Confidence, Intellectual Property Rights, Privacy Or Any Right Of A Third Party.

(E) Hack Into, Make Excessive Traffic Demands, Probe Or Port Scan Other Computers, Deliver Viruses, Mail Bombs, Chain Letters Or Pyramid Schemes Or Otherwise Engage In Any Other Behavior Intended To Inhibit Other Users From Using And Enjoying The Services Or Any Other Website;

(F) Collect And Process Others' Personal Data; (G) Advertise Or Offer To Sell Goods Or Services On The Pretext That The Same Are Endorsed, Offered For Sale Or Originate From Zampost; (H) Infringe Any Other Person's Intellectual Property Rights;

(I) Use The Services To Harvest Or Collect Information About Users Of The Services Or To Post Or Otherwise Distribute Unauthorized Or Unsolicited Advertising, Junk Or Bulk Email (Also Known As "Spam");

(J) Use The Services Or The Content In Any Way That We In Our Sole And Absolute Discretion Consider Objectionable, Inappropriate, Likely To Injure Our Brand And Reputation Or Otherwise Unacceptable;

(K) Use The Services To Send E-Mails And Other Content Coached, Phrased Or Written In Such A Manner As To Give An Impression That The E-Mail Is Correspondence From Zampost.

5.2 You Are Responsible For Any Misuse Of The Services Even If It Is By Another Person Using Your User Name And Password.

5.3 We Reserve The Right To Block, Remove, Edit Or Refuse To Post Any Material That You Attempt To Transmit Through The Services That We Deem To Be In Contravention Of These Terms And To Take Such Other Action As We In Our Sole And Absolute Discretion Consider Necessary To Prevent Or Remedy Any Breach Of These Terms. If You Become Aware Of Any Content Or Material Circulated Using The Services And That Is In Breach Of These Terms Or Content Or Material On The Site That Is Similarly In Breach Of These Terms Then We Encourage You To Promptly Inform Us By Contacting Our Customer Care Service. We Are Not Responsible Or Liable For Any Failure To Remove, Block Or Delay In Removing, Any Such Infringing Content Or Material Or Third Party Material From The Service Or For Any Good Faith But Wrongful Removal Of Third Party Material.

6. Use Of Your Information

6.1 Zampost May Hold And Use Information Provided By You For A Number Of Purposes, Which May Include:

(A) Carrying Out Any Activity In Connection With A Legal, Governmental Or Regulatory Requirement On Zampost In Connection With Legal Proceedings Or In Respect Of Crime Or Fraud Prevention, Detection Or Prosecution.

(B) Monitoring Or Recording Of Your Communications For Zampost's Business Purposes Such As Marketing, Quality Control And Training, Prevention Of Unauthorized Use Of Zampost's Telecommunications System And Ensuring Effective Systems Operation In Order To Prevent Or Detect Crime.

7. Availability Of The Services And No Warranties

7.1 Although Zampost Will Take All Reasonable Steps To Ensure That The Services Are Available To You At All Times, It Cannot Guarantee A Continuous Fault Free Service. The Quality And Availability Of Services May Be Affected By Factors Including (But Not Limited To) Acts Of God, Planned Maintenance Or Rectification Work, Or Your Equipment May Interfere Adversely With The Quality And Provision Of The Services. Disclaimer

8.1 You Accept And Recognize That The Internet Is Not A Secure Environment And As Such Messages, And Other Information May Be Intercepted Or Accessed By Other Persons, Manipulated, Distorted, Adapted, Modified, Stored Or Forwarded By Others To You Which May Give Unauthorized Persons Access To Information Stored On Your PC Or Mobile Device Or May Cause Damage To Your PC Or Mobile Device.

8.2 Zampost Accepts No Liability For Any Loss Or Damage Resulting From The Receipt Of Any Messages, Pictures, Video Clips Or Other Communications From Any Third Parties. You Will Be Required To Take Reasonable Precautions While Using The Service.

9. Intellectual Property Rights

9.1 All Copyright, Trademarks, Patents And Other Intellectual Property Rights In Any Material Or Content (Including Without Limitation Software, Data, Applications, Contained In Or Accessible Via The Services ("Content")) Is Either Owned By Us Or Has Been Licensed To Us By The Rights Owner(S) For Use As Part Of The Services.

9.2 You Are Only Allowed To Use The Services As Set Out In These Terms. If You Wish To Use The

Content For Any Other Purpose Other Than As Permitted On The Site Then You Will Be Required To Obtain The Prior Written Permission Of The Owner Of The Rights In That Material. All Rights Are Expressly Reserved.

9.3 Having Noted The Above You Shall Not Be Entitled In Respect Of Any Content (Wholly Or Partially):

(A) To Pass It On To Third Parties Or To Allow Third Parties To Access It Unless And To The Extent Expressly Permitted; Or

(B) To Change, Edit, Modify, Reformat Or Adapt It In Any Other Way.

10. **Hyperlinks And Third Party Sites**

10.1 Zampost Explicitly Disclaims Any Responsibility For The Accuracy, Content, Or Availability Of Information Found On Sites That Link To Or From The Site.

10.2 The Inclusion Or Appearance Of Links On The Service To Third Party Sites Not Controlled By Us Does Not Imply Any Endorsement By Us Of Such Sites And As Such Any Transaction You Make With A Third Party Flowing From Such Links Is Carried Out Entirely At Your Own Risk And We Accept No Liability For Any Losses That You May Suffer As A Result.

11. Liability

11.1 We Shall Not Be Liable For Any Loss Of Use, Profits Or Data Or Any Indirect, Special Or Consequential Damages Or Losses, Whether Such Losses Or Damages Arise In Contract, Negligence Or Tort, Including Without Limitation To The Foregoing Any Losses In Relation To:

(A) Your Use Of, Reliance Upon Or Inability To Use Our Service And/Or Content;

(B) The Deletion With Or Without Notice Or Cause Of Any Of Your Data Or Information Stored On The Service;

(C) Any Loss Of Your Data Or Material Resulting From Delays, Non-Deliveries, Missed Deliveries, Service Interruptions Or A Failure, Suspension Or Withdrawal Of All Or Part Of The Service At Any Time;

(D) The Removal From The Service Of Any Material Sent Or Posted By You On Or Via The Service And/Or The Blocking Or Suspension Of Your Access To The Service Or Any Part Of It In Accordance With These Terms.

11.2 If You Are Dissatisfied With Any Part Of The Service Or With Any Of These Terms, Your Sole And Exclusive Remedy Is To Discontinue Using This Service.

12. Indemnity By You

12.1 You Irrevocably Agree To Indemnify Us, Fully Against And To Hold The Indemnified Persons Harmless On Demand From All Losses, Costs, Proceedings, Damages, Expenses (Including Reasonable Legal Costs And Expenses) Or Liabilities Howsoever Incurred By The Indemnified Persons As A Result Of Any Claim By A Third Party Resulting From Your Use Of The Service (Or Use Of The Service By Anyone Who Accesses The Service Via Your Password) In Breach Or Non-Observance Of These Terms.

12.2 We Shall Notify You Of Any Claim That We Or Any Of The Other Indemnified Persons Receives And You Hereby Agree To Provide Us And/Or Any Of The Indemnified Persons With Full Authority To Defend Or Settle Such Claims And Shall Provide Us And/Or Any Of The Indemnified Persons With All Reasonable Assistance Necessary To Defend Such Claims, At Your Sole Expense.

13. Suspension And Termination Of The Service

13.1 We May Suspend, Vary Or Terminate Your Use Of The Service Or The Site Without Compensation For Any Period During Which:

(A) Zampost Is Required Or Requested To Comply With An Order Or Instruction Of Or A Recommendation From The Government, Court, Regulator Or Other Competent Authority;

(B) For Operational Reasons Such As Repairs, Maintenance, Updating Or Upgrading The Content Or Functionality Of Any Service Or The Introduction Of New Facilities Or Services At Any Time. We Will Attempt To Limit The Frequency And Duration Of Any Such Suspension Or Restriction.

(C) Zampost Reasonably Suspects Or Believes That You Are In Breach Of These Terms And Conditions;

(D) Such A Suspension Or Variation Is Necessary As A Consequences Of Technical Problems Or For Reasons Of Safety;

(E) In Order To Update Or Upgrade The Contents Or Functionality Of The Service From Time To Time;

(F) Upon Any Detection Of Abuse/Misuse, Breach Of Content, Fraud Or Attempted Fraud Relating To Your Use Of The Service;

(G) Where You Remain Inactive For Any Period Of Time Chosen By Us In Our Reasonable Discretion Or Where We Believe, In Our Sole And Absolute Discretion;

(H) Zampost Suspends The Provision Of The Services For Its Commercial Reasons Or For Any Other Reason As It May Determine In Its Absolute Discretion.

13.2 If We Suspend Your Access To The Service To Investigate Or Prevent A Potential Breach Of These Terms And Conditions, These Terms Shall

Continue To Apply During Such Period Of Suspension.

13.3 If Your Access To The Services Is Terminated For Any Reason Then We May Proceed To Delete All Information, E-Mails And Data That You Have Stored On The Service. We Therefore Recommend That You Save Copies Of All Information That You Wish To Keep On Another Storage Device Apart From The Service.

Termination Of The Service Will Not Affect Your Obligation To Pay For Services Used By You Or Any Third Party Goods Or Services Previously Purchased Using The Services.

13.4 If We Terminate Your Access To The Service For Material Breach Of These Terms (Including Non-Payment Of Any Sums Due By You -Where Applicable) Then You Shall Remain Liable For Any Such Sums And For Any Other Sums Which You Have Contracted To Pay Prior To Such Termination, Whether Or Not Such Charges Relate To Services To Be Provided Before Or After Such Termination Date.

13.5 In The Event That We Decide To Permanently Withdraw The Services Then We Shall Communicate This Decision Using Such Means As We Shall Deem Appropriate Including Through The Use Of Broadcast SMS. However, Please Remain Aware That Depending On The Nature Of The Reason For The Suspension, Change Or Termination Of The Services It May Not Always Be Possible To Give Advance Notice. Consequently, Zampost Shall Not Be Liable To You For Any Ensuing Loss Or Damages Occasioned To You From Such A Suspension, Change Or Termination. Termination Shall However Not Affect The Accrued Rights And Liabilities Of Either You Or Us.

14. General

14.1 Variation: Zampost Reserves The Right To Vary Or Change The Terms And Conditions Of This Agreement At Any Time By Placing The Revised Terms And Conditions On This Site. By Continuing To Use The Site, You Will Be Deemed To Have Due Notice Of The Revised Terms And Conditions And Shall Be Bound By Such Variation Or Change. You Should Periodically Check This Site To Make Yourself Aware Of Any Variations Or Changes To The Terms And Conditions.

14.2 Severability: If Any Provision Of These Terms And Conditions Are Declared By Any Judicial Or Other Competent Authority To Be Void, Voidable, Illegal Or Otherwise Unenforceable, Such A Term Shall Be Amended Or At The Discretion Of Zampost It May Be Severed From These Terms And Conditions And The Remaining Provisions Of These Terms And Conditions Shall Remain In Full Force And Effect.

14.3 Waiver: Except Where These Terms And Conditions Provide Otherwise, The Rights And Remedies Contained In It Are Cumulative And Not Exclusive To Rights Or Remedies Provided By Law. The Failure By Zampost To Enforce At Any Time Or For Any Period Any One Or More Of The Terms And Conditions Shall Not Be A Waiver Of Them Or Of The Right At Any Time Subsequently To Enforce All Terms And Conditions.

14.4 Force Majeure: No Delay Or Failure By Zampost To Carry Out Any Act Which It Is Obligated By These Terms And Conditions To Carry Out Shall Constitute A Breach Or Give Rise To Any Claim For Damages, If Such Delay Or Failure Is Caused By Force Majeure. Force Majeure Shall Mean An Occurrence Which Is Beyond And Without Fault Or Negligence Of Zampost And Which Zampost Is Unable To Prevent Or Provide Against By The Exercise Of Reasonable Diligence Including, But Not Limited To, Acts Of God, Change In Law, Appropriation Of Or Confiscation Of Facilities, Strike Or Any Other Concerted Acts Of Employees Or Other Such Other Occurrences.

14.5 Assignment: You Shall Not Assign These Terms And Conditions To A Third Party. Any Unauthorized Assignment Or Attempt To Assign Will Automatically Terminate This Service.

Zampost May Assign These Terms And Conditions In Whole Or Part To Any Third Party At Its Discretion.

14.6 Representations: You Acknowledge And Agree That In Entering Into This Agreement You Do Not Rely On, Shall Have No Remedy In Respect Of, Any Statement, Representation, Warranty Or Understanding (Whether Negligently Or Innocently Made) Of Any Person (Whether Party To These Terms And Conditions Or Not) Other Than As Expressly Set Out In These Terms And Conditions As A Warranty. Nothing In This Clause Shall, However, Operate To Limit Or Exclude Liability For Fraud.

14.7 Governing Law: The Construction, Validity And Performance Of These Terms And Conditions Shall Be Governed In All Respects By The Laws Of Zambia.