

543 Payment System – Terms and Conditions of Use

543 PAY TERMS AND CONDITIONS OF USE

1. TERMS OF USE

The 543 Pay service means cGrate's virtual platform that enables a Customer to access its account held with the Issuer and perform payment transactions using various social media chat applications including the WhatsApp application, SMS, near field communication (NFC) payments, and QR codes payments: (herein collectively referred to as the "543 Pay) and the Services therein, are offered to the Subscriber by cGrate Zambia Limited, a private company duly incorporated in terms of the company laws of Zambia, with registration number 97905(hereinafter referred to as "543", "Our", "Us"), with its principal place of business at Plot No. 35214, Alick Nkhata Road, Kalingalinga, Lusaka, Zambia.

In these terms and conditions, the following words shall have the meaning as ascribed herein:

- 1.1 "**Agreement**" means these Terms and Conditions of Use for the 543 Pay;
- 1.2 "**543 Pay / 543**" means the payment system, storing and processing in general the Personal Information of the Subscriber, who utilises the Services and Products available on the chat applications, as offered by Us and our Issuers;
- 1.3 "**Commencement Date**" means the date on which You agree to this Agreement;
- 1.4 "**Confidential Information**" means any information which is confidential and/or proprietary to the Party disclosing such information ("disclosing party) to the Party receiving same ("receiving party"), including but not limited to Personal Information, reports, pricing structures and any other proprietary and confidential information, trade secrets, business methods, any information of a Party's business, in whatever form including but not limited to all micro-graphic and other reproductions of the written word, depictions and pictorial material, and all audio-visual and machine-readable;
- 1.5 "**ECTA**" means the Zambian Electronic Communications and Transactions Act No. 21 of 2009, as amended;
- 1.6 "**Intellectual Property**" means any and all know-how, trademarks and copyright, including the rights in computer software and Confidential Information that are proprietary to a Party;
- 1.7 "**Month**" means a calendar month;
- 1.8 "**Merchant**" means a 543 Pay authorised vendor which provides the 543 Pay Services at its place of business, including, amongst others, retail supermarkets, pharmacies, spaza shops, online vendors and service stations;
- 1.9 "**Subscriber/ You**" means you, the Party as described in the cover sheet and who uses 543 Pay in order to render its services to the Issuer;
- 1.10 "**Party/ies**" means either Us and You;
- 1.11 "**Personal Information**" means any of Your personal information, which the Subscriber captures through the use of 543 Pay and includes but is not limited to the Your name, location, contact numbers, e-mail address, the name of Your bank, Your bank account

543 Payment System – Terms and Conditions of Use

number, the pin of Your Bank or mobile banking, and any other type of personal information as defined in section 1 of the ECTA, each of which forms a separate data tag of personal information on 543 Pay.

- 1.12 **“Services”** means the provision of the various services, products and functionalities offered on 543 Pay and rendered by the Issuer or a Merchant;
- 1.13 **“Issuer/s”** means a bank or mobile money financial services provider or any digital financial services provider holding funds for the public;

2. APP USAGE, DURATION AND CONSENT

- 2.1. The Subscriber must register on the 543 Pay in order for the 543 Pay to process and capture the Subscriber’s Personal Information and to render the Services therein.
- 2.2. This Agreement shall commence on the Commencement Date and shall continue indefinitely unless terminated in accordance with the provisions of clause 12.
- 2.3. **By using 543 Pay, the Subscriber hereby acknowledges that the Subscriber has read, understood and agrees to be bound by these terms and conditions.**
- 2.4. 543 Pay enables the Subscriber to browse and select various Services as offered by the Issuers.

3. SERVICES FACILITATED ON THE 543 PAY

- 3.1. Prior to utilising any of the Services facilitation of 543 Pay, the Subscriber may check the main features of any Services the Subscriber intends utilising, by consulting 543 Pay.
- 3.2. The “Hello” function is used to confirm that You have activated 543 Pay on your mobile cellular phone and is used to confirm that You are a registered user of 543 Pay. You will be prompted to read and agree to this Agreement, where after You select your banking details as a default account.
- 3.3. The “Help” function can be used by You to obtain details on the functions currently available on 543 Pay.
- 3.4. The “Change Account” function can be used by You to select a new default bank account.
- 3.5. The “Balance” function can be used by You to obtain the balance available in your default bank account. You will be prompted to enter your bank pin, which pin will be securely encrypted when used to obtain the balance available in your bank account.
- 3.6. The “Buy” function can be used by You to purchase airtime and other bill payments from 543 Pay.
- 3.7. The “Cash Out” function can be used by You to withdraw cash from Your default bank account from a Merchant.
- 3.8. The “Pay” function can be used by You to pay of products and Services from our Merchants.

543 Payment System – Terms and Conditions of Use

- 3.9. The “Send” function can be used by You to money to other registered users of 543 Pay in real time.

4. PAYMENT & FEES

- 4.1. You will be charged a fee in respect of a transaction, which amount will be deducted from your default bank account on completion of the transaction. The fees will be published by your selected default Issuer as per your agreement with the Issuer.

5. USE OF THE PERSONAL INFORMATION

- 5.1. You confirm and grant 543 Pay and its Issuers the necessary authorisation required to process the Your Personal Information in order to fulfil the Order and render the Services thereto.
- 5.2. You consent to the use of cookies and the tracking of the Subscriber’s purchase behaviour in order to provide the most optimal browsing experience to the Subscriber.
- 5.3. 543 Pay and its Issuers will only use the Personal Information as captured by the Subscriber, that is necessary for the Order and Services to be rendered and shall only disclose the Personal Information to the entities that are related to 543 Pay and its Issuers.
- 5.4. The Subscriber herewith agrees to access and use 543 Pay with the utmost good faith, integrity and trust and at the Subscriber’s own risk.

6. AVAILABILITY, MAINTENANCE AND ACCURACY OF INFORMATION

- 6.1. 543 Pay shall endeavour to facilitate the ongoing availability of the 543 Pay, however, 543 Pay cannot guarantee the availability on a 24 (twenty-four) hour, 7 days a week basis.
- 6.2. 543 Pay is subject to available Issuers.
- 6.3. 543 Pay reserves the right, within its sole discretion and at any time, to conduct system upgrades and maintenance on 543 Pay and where possible, shall afford the Subscriber prior notice of any scheduled maintenance or upgrade.
- 6.4. 543 Pay and the Service therein may become unavailable from time to time due to maintenance, electricity supply failure, network problems or for any other reason. 543 Pay shall not be held liable for any interruptions in the availability of 543 Pay and provision of the Service therein, for any reason.
- 6.5. 543 Pay does not guarantee the accuracy of any third party data which is found on 543 Pay, therefore the Subscriber should not assume that the data on the 543 Pay is always current or accurate, and other sources of this information should be consulted before making any decision to act on the data displayed on 543 Pay.
- 6.6. The Subscriber will remain liable to any third party including the Issuer for the inaccurate information furnished by the Subscriber. 543 Pay, as the provider of the medium to display and make the Service available, will not be held liable to any third party or Issuer regarding the content of the Personal Information.

543 Payment System – Terms and Conditions of Use

7. ACCESS AND PRIVACY

- 7.1. The Subscriber shall for the currency of this Agreement remain responsible for its own internet connectivity and all costs associated therewith.
- 7.2. The Subscriber shall be responsible for ensuring that it keeps all passwords and pins secure and that these are not shared with anyone.
- 7.3. The Subscriber shall further be responsible for ensuring that it possess the hardware and devices, including a device necessary to operate 543 Pay.
- 7.4. 543 Pay acknowledges the Subscriber's and/or Issuer's right to privacy and protection of its Personal Information, and 543 Pay shall respect this right.
- 7.5. 543 Pay shall use its best endeavours to, in accordance with these terms and conditions, to protect the Personal Information and to keep it confidential from persons who are not authorised to have access to or view the Personal Information.
- 7.6. Only authorised personnel of the Subscriber or its Issuers shall have access to the Personal Information processed by 543 Pay through 543 Pay.
- 7.7. The Subscriber agrees that its use of 543 Pay is for lawful purposes only. The Subscriber agrees that it will not use 543 Pay for any unlawful purpose, including but not limited to the commission of a criminal offence, to gain unauthorised access to other computer systems, or for the transmission of unlawful material.

8. LIABILITY

- 8.1. All content on 543 Pay is provided on an "as is" basis, and 543 Pay makes no representations or warranties of any kind, whether express or implied, as to the accuracy of the contents on 543 Pay. 543 Pay does not warrant that the functions and Services provided by 543 Pay will be uninterrupted or error-free, or that 543 Pay or the server is free from viruses or other harmful components.
- 8.2. The Services rendered by the Issuer are provided independent of 543 Pay and 543 Pay shall not be held liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the Subscriber, which arises directly or indirectly as a result of the Subscriber using the Services rendered by the Issuer.
- 8.3. 543 Pay, including the owners, directors, employees, officials, suppliers, agents and/or representatives and/or the Issuers shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the Subscriber or Issuer, which arises directly or indirectly upon reliance of 543 Pay and/or its content.
- 8.4. 543 Pay, including the owners, directors, employees, officials, suppliers, agents, representatives and/or Issuers shall not be responsible for any direct, indirect, special, consequential or other damages of any kind whatsoever suffered or incurred by the Subscriber related to its use of, or its inability to access or use, the content, the Service, or any functionality of 543 Pay.

9. INTELLECTUAL PROPERTY RIGHTS

543 Payment System – Terms and Conditions of Use

- 9.1. 543 Pay is the owner of 543 Pay platform and application and shall retain all intellectual property rights thereto, whether registered or not, including all current and future content on 543 Pay, which is not owned by a third party or Issuer, and nothing should be construed as consenting to the Subscriber having the right to use or licence any of the intellectual property.
- 9.2. To the extent that the content is proprietary to the Subscriber, the Subscriber hereby agrees to license free of any charges, 543 Pay the right of use thereof, for the duration of this Agreement.
- 9.3. 543 Pay and its contents, which includes all intellectual property therein, may not be reproduced, copied, used, sold, displayed, altered or modified in any manner whatsoever, without 543 Pay's express prior written consent thereto.

10. LINKING

- 10.1. 543 Pay may provide the Subscriber with links to other online platforms through 543 Pay. The fact that such links are provided must not be construed as constituting any relationship or endorsement of the linked Issuer or third party and the reliance on any Personal Information and content provided by the external link is entirely at the Subscriber's own risk.
- 10.2. 543 Pay may at times, display third party advertising and promotional material on 543 Pay and the display of such material should not be construed as 543 Pay endorsing or creating any relationship between 543 Pay and the third party. Reliance on any such promotional or advertising material is entirely at the Subscriber's own risk.
- 10.3. If a third party wishes to link to 543 Pay from their online platform, such third party must first obtain 543 Pay's express prior written approval and permission.

11. TERMINATION AND SUSPENSION

- 11.1. 543 Pay may, in its sole discretion decide to suspend or discontinue with the Service on 543 Pay and may suspend or terminate the Subscriber's access to 543 Pay itself, in the event that the Subscriber has failed to make adhere to these terms and conditions of use and the Subscriber shall have no recourse in any event of suspension or termination.
- 11.2. Either Party may terminate this Agreement by giving the other party immediate notice thereof.
- 11.3. Should the Agreement be terminated for whatever reason, then 543 Pay shall be entitled to terminate the Subscriber's usernames, passwords and access to 543 Pay immediately.
- 11.4. The Subscriber's account shall be deactivated and 543 Pay shall within 7 (seven) days of deactivation, export all Personal Information in an acceptable format to the Subscriber.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. 543 Pay is owned and operated within Zambia. 543 Pay, as well as the Subscriber, hereby agree that these terms and conditions shall be governed by and construed in

543 Payment System – Terms and Conditions of Use

accordance with the law of the Zambia and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

- 12.2. Any complaints or disputes can be sent through to 543 Pay via the “Contact Us” link on 543 Pay.
- 12.3. Subject to clause 12.2 above, should any dispute arise between the Parties concerning any provision of this Agreement, the Parties shall use their best endeavours to resolve the dispute by negotiation. Any Party may call upon the other Party by written notice to meet with the former for the purpose of reaching a mutually acceptable settlement of the dispute within 7 (seven) days after the date of such notice.
- 12.4. If the Parties are unable to reach a mutually acceptable settlement of the dispute within such period, any Party may institute proceedings in the Zambian Courts, which jurisdiction the Parties hereby submit to.

13. NOTICES AND ADDRESSES

- 13.1. 543 Pay is controlled, operated and administered by cGrate Zambia Limited, who chooses for all purposes under this Agreement the address set out below:

Plot No. 35214, Alick Nkhata Road,

Kalingalinga,

Lusaka,

Zambia

Email: support@543.co.zm

WhatsApp: +260966340543.

Call Center: +260543 or +260211840008

- 13.2. The Subscriber hereby chooses for all purposes under this Agreement the address which You have to Your default bank, being the Bank account which You have selected as your default account..
- 13.3. Any notice to be given by either Party to the other shall be deemed to have been duly received by the other Party:-
 - 13.3.1. if addressed to the addressee at a Party’s chosen address and delivered by pre-paid courier on the day of delivery as determined by the courier; or
 - 13.3.2. if delivered to the addressee’s chosen address by hand during business hours on a business day, on the date of delivery thereof; or
 - 13.3.3. if sent by email to the addressee on the first business day following the date of sending thereof.
- 13.4. Notwithstanding anything contained to the contrary in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate notice or communication to such Party.

543 Payment System – Terms and Conditions of Use

14. PERSONAL INFORMATION CONSENT

14.1. The Subscriber authorises 543 Pay to use its information to:

14.1.1. Process his/her Personal Information;

14.1.2. Share it with the Issuers in order to render the Service;

14.1.3. Assess its ability to meet its obligation under this Agreement;

14.1.4. Protect 543 Pay and 543 Pay's interest.

14.2. 543 Pay undertakes to protect the Personal Information and to ensure adherence to ECTA.

14.3. The Subscriber undertakes to comply with ECTA when processing personal information from an Issuer or any third party. In this regard the Subscriber shall advise of the purpose for the collection of their personal information and that 543 Pay's Data Privacy Policy can be viewed on 543 Pay.

15. ENTIRE AGREEMENT

15.1. If any of the provisions of these 543 Pay terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these 543 Pay terms and conditions, and the remainder of these 543 Pay terms and conditions will continue in full force.

15.2. These 543 Pay terms and conditions constitute the entire agreement between 543 Pay and the Subscriber with regard to the use of 543 Pay.

15.3. No amendment or variation of this Agreement, including this clause, shall be of any force or effect until reduced to writing and signed by the parties or their duly authorised representatives.

15.4. Nothing in these terms and conditions shall be construed to create a joint venture, partnership or agency relationship between 543 Pay and the Subscriber and neither party shall have the right or authority to incur liability, debt or cost or enter any contracts or other arrangements in the name of or on behalf of the other.

543 Payment System – Terms and Conditions of Use

543 Pay - Data Privacy Policy

This Privacy Policy was updated on 08/03/2019.

1 - Introduction

543 Pay acknowledges the protection of the Subscriber's privacy and respects the legal provisions in force.

This privacy policy allows You to better understand the principles of data protection applied by 543 Pay. 543 Pay invites You to read it before submitting your Personal Information.

This Privacy Policy may be updated at any time by 543 Pay. The date of the most recent revision will appear on this page. 543 Pay suggests that You refer back to it on a regular basis.

Please note that by continuing to use the 543 Pay service You authorise 543 Pay to collect, record, organize, store, use and/or transfer your Personal Information according to this Privacy Policy.

2 - When does 543 Pay collect your Personal Information?

543 Pay collects Personal Information from the Subscriber when you:

- visit 543 Pay;
- register on 543 Pay;
- transact on 543 Pay;
- subscribe to Our newsletters;
- participate in special operations, in particular games, competitions, product tests, customers surveys or market researches;
- contact 543 Pay, in particular when You submit a request or a complaint or when You rate or review Our Services offered;
- give consent to an Issuer to send 543 Pay Personal Information about you.

3 - What Personal Information does 543 Pay collect about you?

543 Pay considers all information that could identify You directly or indirectly as Personal Information. 543 Pay may mainly collect the following Personal Information:

- information about your identity, in particular your gender, last name, first names, address, telephone number, email addresses, date of birth or age;

543 Payment System – Terms and Conditions of Use

- information about Our commercial relationship, in particular transaction numbers, history of your purchases, your request or your communications with Us or Issuer, your preferences and interests;
- technical information, in particular your IP address or information about how your device navigates through 543 Pay.
- Mobile banking pin with your chosen Issuer.

4 - Why is your Personal Information collected?

Personal information may be processed mainly for the following purposes:

- 543 Pay administration;
- Customer Relationship Management (CRM) (communications, newsletters, promotions, product testing, surveys, etc.), the processing of which is made subject to your approval;
- Market analysis and timing (profiling on the basis of your purchasing behaviour, preferences and interests, analyses while navigating through the Website, statistics, reporting, etc.). This processing is made subject to your approval;
- When appropriate, for purposes of prevention and fraud detection;
- Managing your request (complaints, right to access, rectify, oppose and removal of Personal Information, etc.);

5 – Does 543 Pay disclose your Personal Information?

543 Pay will never share your Personal Information with third parties for marketing purposes.

The Personal Information we are collecting about You are intended for 543 Pay and are likely to be communicated to an Issuer chosen for their expertise and reliability and acting on Our behalf and at Our direction (Your bank, merchants from whom you shop, Issuers of electronic payment vouchers, Payment Gateway providers, IT providers, customer service, delivery, etc.).

543 Pay authorises these Issuers to use your Personal Information only to the extent necessary to perform the Services or to comply with legal requirements and we strive to ensure that your Personal Information is always protected.

These third parties will be located in Zambia and if outside the aforementioned territory, such country shall comply with the provisions of ECTA to ensure that the Personal Information is afforded the same level of data protection as in Zambia. In such a case, we will ensure either:

- to obtain your unambiguous consent to share your Personal Information with these third parties;

543 Payment System – Terms and Conditions of Use

- to enter into appropriate data transfer agreements conforming in full compliance with ECTA.

Finally, we may also transmit your Personal Information to local authorities if required by ECTA or other legislation or as part of an investigation and in accordance with local regulations and 543 Pay shall endeavour to inform the Subscriber of such request.

6 - How will 543 Pay protect the information about you?

543 Pay endeavours to take the appropriate technical and organisational measures, in relation to the nature of data and risks, to preserve the security and confidentiality of your Personal Information and, in particular, to prevent it from being deformed, damaged or transmitted to any unauthorized parties.

This may include practices such as retaining your Personal Information on a secure server protected by a firewall, the transmission of sensitive information (such as mobile banking pins) using a secure encryption protocol (Protocol TLS), internal reviews of Our practices and privacy policies and implementation of physical security measures to protect against unauthorized access.

7 - What is the policy about minors?

This platform and service is not aimed at minors.

543 Pay does not knowingly collect nor process Personal Information from persons under the age of 18.

As soon as we acquire knowledge of the collection of Personal Information from any minors without prior authorisation from that minor's parent or legal guardian, we will take appropriate measures to delete all such Personal Information from our servers.

8 – What is the cookies policy of 543 Pay?

543 Pay makes use of cookies on the platform and shall provide the Subscriber with the option to accept or deny the cookies access to the platform.

9 - For how long is your Personal Information kept?

543 Pay strives to keep your Personal Information only for the time necessary for the purposes set out in this privacy policy and in accordance with the provisions in force. As a general rule:

- **Your data will be kept for three years from the date of collection or after the last contact or the end of the commercial relationship, unless opposed by the Subscriber. At the end of this three-year period, we may make contact with You again in order to find out whether or not You wish to continue to receive marketing. If no clear positive answer is given by you, your data will be deleted or archived in accordance with ECTA;**

543 Payment System – Terms and Conditions of Use

- Data to prove a right or a contract or if kept under compliance with a legal obligation can be archived in accordance with the provisions in force.

10 - What are your rights regarding your Personal Information and how to contact us?

If You consent and provide Us with your email address, phone number or mailing address, You may receive emails, calls or periodic messages from Us about our Products, services or upcoming events. You can unsubscribe at any time from our mailing lists by contacting Us at the address below or by following the link "unsubscribe" contained in each of our emails. You can also change your preferences at any time in your account.

In accordance with the provisions in force, You have the right to access, rectify, limit, oppose and delete Personal Information about you. You can also withdraw your consent at any time.

You will be informed of the actions to be taken as soon as possible and in any case no later than one month after your request. However, we reserve the right not to respond to manifestly unfounded or excessive requests.

Please contact 543 Pay at:-

Email: support@543.co.zm

WhatsApp: +260966340543.

Call Center: +260543 or +260211840008

should You have any questions or comments in connection with this Privacy Policy.
