

SEQUENCE NUMBER



DEALER STAMP

No.2 Old Mutare Road, Msasa
BOX BE 1298 Belvedere
Harare
Zimbabwe
Tel: +263-4-486120, +263-4-486807

ECONET PREMIUM PACKAGE AGREEMENT FORM

ECONET USE ONLY

Sales Person: _____ Approved by Shop Supervisor: _____
(Name and Signature)
Shop Name: _____
Customer's Account No: _____ Date: _____

ACCOUNT INFORMATION

INDIVIDUALS

(Includes Sole Trader & Partnerships)
Mr / Mrs /Ms First Name Other Initials Surname

Zimbabwe Permanent Resident Day Month Year
No Yes D.O.B
ID Number
Employer: _____
Phone No: _____
Occupation: _____
Next of kin (Full Name): _____ Relationship: _____
ID No: _____ Phone No: _____
Physical Address: _____
If living on company premises, fill in contact details below
Physical Address: _____
E-mail Address: _____
Contact No: _____
Physical Address: _____
E-mail Address: _____
Contact No: _____

CORPORATES

(Incl. Reg. Societies, Churches & Clubs)
Full Registered Company Name: _____
Trading name (if applicable): _____
Phone No: _____ Alternative Contact No: _____
Physical Address: _____
Contact Person for Account Enquiries
E-mail Address: _____
Contact Telephone: _____
Alternative Contact No: _____

CUSTOMER'S CHOSEN PACKAGE

NAME OF PACKAGE	NAME OF DEVICE	DURATION OF CONTRACT	MONTHLY INSTALLMENT

OTHER CONTRACT PACKAGES

PACKAGE _____

OTHER ECONET PRODUCTS

Other Econet products you wish to apply for (Please tick)
Econet Platinum Connect Mastercard Permanent Roaming - Voice EcoCash Econet Broadband ZOL Fibroniks
Data Data limit (for Unlimited package) _____ Package _____

TRADE REFERENCES

Full Name of Trade Reference Account No. Contact Telephone Fax
1. _____
2. _____
3. _____

BANK LOANS

LOAN DETAILS _____

PAYMENT DETAILS

Preferred Method of Payment (please tick) Cash Direct Debit Cheque Credit Card
Details pertaining to preferred method of payment (only complete the details for the payment option chosen)
Bank Name: _____ Branch: _____ Account No: _____ Account Type: _____

I/We hereby certify that all the information provided is correct. I/We authorise ECONET WIRELESS to use the information contained herein to process the application for a 24-month subscription contract by ECONET WIRELESS, a contract will commence. I/We agree to be legally bound by ECONET WIRELESS Terms and Conditions incorporated below. I/We have been provided with a copy of the said Terms and Conditions and have read and understood the same.
Customer's Signature: _____ Date: _____
Sales/Service Rep's Signature: _____ Date: _____

ECONET PREMIUM TERMS AND CONDITIONS

1 GENERAL CLAUSES

- In this agreement, unless the context clearly indicates a contrary intention, the words defined below shall have the meanings assigned to them and similar expressions shall bear corresponding meanings:
- "Bank"** means STEWARD BANK LIMITED of 2nd Floor, 101 Union Avenue Building, 101 Kwame Nkrumah Avenue, Harare or any of its branches within Zimbabwe. Financial device packages will be jointly administered by ECONET and the Bank. Likewise all non-financed packages will be administered by ECONET only.
 - "Charges"** mean the connection charges, call charges and any other charges pertaining to the provision of the network services, SIM cards and any other services however described by ECONET and which it bills to the subscriber as detailed in the Tariff schedule, which is subject to change based on Regulatory directives or amendments issued from time to time.
 - "Connection charge"** means the charge levied by ECONET on the subscriber in consideration for activating the subscriber's SIM card.
 - "Device"** means the gadget used by the Subscriber to access the Network Services. This includes, but is not limited to, cell phones, lap tops and/or tablets. This device will be bought by the subscriber through a loan from the Bank.
 - "GSM"** means Global System for Mobile communication as defined in the European Standard Institute structure of specifications.
 - "ICC"** means the International Card Configuration being an identity number unique to each SIM card.
 - "Monthly Service Charge"** means the monthly service charge levied by ECONET in consideration for the Subscriber's access to and use of the SIM card and network services, as detailed in the Tariff Schedule from time to time.
 - "ECONET"** means ECONET Wireless (PRIVATE) Limited, of Econet Park, No 2 Old Mutare Road, Msasa, PO Box BE 1298 Belvedere, Harare, Zimbabwe. Tel: +263-4-486121/4, Fax: +263-4-486120.
 - "MSISDN"** means the Mobile Subscriber Integrated Services Directory Number (Otherwise known as the mobile telephone number) programmed into each SIM card.
 - "Network"** means the cellular telephony system operated by Econet or any other licensed cellular operator in Zimbabwe, by which the Network and Service are provided by ECONET to the subscriber.
 - "Network Services"** means the GSM Telecommunication Network Services provided by Econet to the subscriber in terms of this Agreement.
 - "Order"** means an Order placed by the subscriber on Econet for the provision and/or installation of Terminal Equipment, SIM and/or Network Services.
 - "Tariff Schedule"** means that Schedule on which the charges levied by ECONET are recorded, as amended from time to time, which Tariff Schedule is available on request from Econet.
 - "Parties"** means Econet, the Bank and the Subscriber.
 - "Package"** means "Monthly Airtime Allocation" refers to the variants of Econet's Premium product/service a) airtime allocated to the subscriber per month and for the duration of the contract, in accordance with the contract package that the Subscriber chooses, which they then use for the allocated voice calls, SMSs and/or data, and/or b) the device. The types of packages are:
 - 1.15.1 "Hybrid Package"** refers to a package for which service is provided by a prior arrangement with ECONET. The subscriber is billed at the end of each month. The package's contract specifies a monthly usage limit. Upon exhausting the monthly usage limit before the end of the billing cycle, the subscriber may recharge with a prepaid airtime voucher up to end of the month and before the next month's airtime allocation. Hybrid packages come in two main forms, that is with a financed device or just airtime without a financed device component.
 - 1.15.2 "Unlimited package"** refers to a package for which service is provided by a prior arrangement with ECONET. The subscriber in this situation is billed at the end of each month. The subscriber has no limit on use of mobile services (except for roaming which must be applied for and approved) and is also a consequence, unlimited credit.
 - "Agreed Rate"** means the rate of interest per annum which will be indicated on the loan application form, and will be specific to each loan application.
 - "SIM Card"** means a Subscriber Identity Module incorporating an ICC and MSISDN which, when activated by ECONET, provides a subscriber using compatible device with access to the Network Services.
 - "Subscriber"** means that party whose particulars appear overleaf.

2 COMMENCEMENT AND TERMINATION

- The Agreement for a hybrid package with a financed device shall commence when the security deposit is paid which shall automatically activate the SIM card being used with the device and issued to the Subscriber by ECONET. Further, the Agreement shall continue for the contract period stated on the cover page, subject to provisions of clause 10, unless terminated as set out in clause 2.3.
- The Agreement for a package which excludes a financed device, under Hybrid or unlimited packages, shall commence on the date of the activation of a SIM card issued to a Subscriber by Econet and shall continue indefinitely unless terminated. As this package is not financed by the Bank, none of the obligations related to the Bank apply to it. Further, the Agreement shall continue for the contract period stated on the cover page, subject to provisions of clause 10. These packages shall continue unless terminated as set out in clause 2.3.
- The Agreement may be terminated by:
 - 2.3.1 the subscriber forthwith on written notice to ECONET. In such an event the subscriber will be billed by Econet for any outstanding amounts at the end of the month and shall be obligated to effect payment of the amount by the due date and for the payment for the device where required. Further, the subscriber shall ensure their entire accrued package benefits have been used up at the date of termination, failing which they shall be forfeited to Econet; or
 - 2.3.2 in the event that the Subscriber does not comply with their obligations under this Agreement and fails to comply after receiving a notice from Econet and/or the Bank (depending on the package the Subscriber is using, requesting them to comply within twenty-one (21) business days) then Econet and/or the Bank may immediately terminate this Agreement.
- If at the expiry of the contract period, stated on the cover page, for hybrid packages either party does not terminate the same, the contract shall automatically be renewed for every 12 month period until terminated.
- In the event of early termination of the contract for whatever reason Econet shall have the right to claim from the subscriber the pro-rated value of the hybrid package calculated as due for the outstanding period of the agreement, while the Bank has the right to claim the outstanding loan amount for the device. Further, that the subscriber shall be obligated to effect payment of these amounts so claimed by Econet and/or the Bank on demand.
- In the event of death of the Subscriber, and a death certificate is provided to Econet and/or the Bank, the contract is automatically terminated and this applies to both hybrid and unlimited packages. Further Econet and/or the Bank reserve the right to claim the pro-rated value of package and/or the device from the Subscriber's estate.
- Each SIM Card supplied or migrated for the Subscriber in terms of this Agreement shall be governed by the terms and conditions contained herein, provided that if any SIM Card is supplied to the subscriber and activated at any time subsequent to the execution of a further agreement between ECONET and the subscriber, which execution occurred subsequent to the execution of this agreement, then such SIM Card shall be governed by the terms and conditions of such later agreement.

3 SUPPLY OF SIM CARDS, DEVICES, INSTALLATION AND NETWORK SERVICES

- The subscriber may from time to time place Orders to ECONET for the purchase and/or supply of a device(s), SIM Cards and Network Services.
- Econet shall utilize its best endeavours to promptly supply and/or deliver and meet installation requirements recorded in any order but shall not be liable to the subscriber in the event that such supply and/or delivery and/or installation is delayed or cancelled, for whatsoever reasons.
- The subscriber shall be responsible for obtaining all necessary approvals and authorisations imposed by any competent authority and required for the purposes of any such supply and/or delivery and/or installation and the Subscriber hereby indemnifies ECONET against any claim or liability suffered by ECONET by reason of approvals and authorisations not having been obtained.
- Ownership of the device and SIM Card(s) supplied and delivered by Econet the Subscriber are reserved until payment of all amounts due to Econet and the Bank in respect of the same have been effected in full.
- All risk in and to the device and SIM Cards supplied by ECONET passes to the Subscriber on delivery.
- If a SIM Card is lost, stolen or damaged, the Subscriber shall immediately notify ECONET in Writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such SIM Cards. ECONET shall as soon as reasonably possible, issue and deliver to the Subscriber a replacement SIM Card (for an authorized charge) and may in its discretion, require the Subscriber to effect payment of a charge in respect of the cost of issuing such a replacement. Such loss, theft, or damage and/or the issue and delivery of a replacement SIM Card and/or the allocation of a new MSISDN, shall in no way be deemed to constitute a termination of the agreement which shall continue to full force and effect.
- Warranties extended to the subscriber for the device will depend on the extent of the warranty provided by the manufacturer or supplier of the device(s). ECONET shall utilize its best endeavours to ensure that the Network Services are made available to the Subscriber at all times within the area falling within the range of base stations forming part of the network.
- The Subscriber hereby warrants and undertakes in favour of ECONET that the Subscriber:
 - 3.9.1 shall not use nor allow the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage of persons or property or any impairment or interruption to the Network Services.
 - 3.9.2 recognises that no right, title or interest in the software, the MSISDN or the ICC contained in each SIM Card issued to the Subscriber, vests in the Subscriber.
 - 3.9.3 shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software, the MSISDN, or the ICC contained in, or pertaining to any SIM Card and/or financed device.

4 CHARGES

- In consideration for the provision of the Network Services, SIM Card, device and any other services supplied by ECONET to the Subscriber, and where necessary, a loan taken by the Subscriber from the Bank for the device the Subscriber shall effect payment to ECONET of the applicable amounts due on a monthly basis as determined by Econet and where necessary the Bank respectively. Further, payment for the Network Services shall be payable whether or not they have been, or are being utilized by the Subscriber. ECONET shall utilize its best endeavours to ensure that its connection Charges, Monthly Service Charges and call rates payable by the subscriber at no time exceed the Charges and rates recommended by the NETWORK.
- Upon exhausting the hybrid contract package before the next monthly airtime allocation is credited, the subscriber may recharge with a prepaid airtime voucher. Further, and in particular, for the hybrid packages the subscriber must recharge with a prepaid airtime voucher in order to make international calls.
- ECONET may, by written notice to the Subscriber and/or public notice in a widely read local newspaper, vary future Charges, either in whole or in part, with effect from the date specified in such notice.
- Unless otherwise agreed to by ECONET in writing, the Subscriber shall effect payment to ECONET;
 - 4.4.1 for a Security Deposit which will activate the SIM card;
 - 4.4.2 of the monthly charges for all packages which have accrued as the case may be monthly in advance and in full within twenty-one (21) days from the date of the relevant invoice issued by Econet. Dishonoured cheques and handling charges shall be for the subscriber's account and will be reviewed from time to time at the discretion of Econet upon notice to the Subscriber. Further, Econet may upon reasonable notice to the subscriber vary its invoicing and payment procedures and/or requirements.
 - 4.4.3 Should the subscriber not fully utilize the monthly package airtime credit in any applicable month for hybrid packages, the balance shall be rolled over to the next month although the subscriber is still obliged to pay the monthly package amount. However, all hybrid package airtime must be used up by the end of the contract period and/or at the date of early termination of the contract.
- 4.4.4 The subscriber, having applied for a Bank loan with the Bank for a hybrid package with a financed device, hereby acknowledges and accepts the following:
 - 4.4.4.1 Econet may at any time on reasonable written notice to the subscriber vary its invoicing and payment procedures and requirements.
 - 4.4.4.2 Interest on any debit balance on the loan account shall be calculated and compounded daily and charged monthly.
 - 4.4.4.3 Any interest charges debited to their loan account shall be immediately due for payment on the anniversary date of the debt and where the amount is not paid on due date the debt shall accrue further interest at the rate charged by the Bank.
 - 4.4.4.4 In the event that any interest charges remain unpaid a day after they become due for payment, they confirm that any borrowing incurred by the Bank to secure its position in respect of the amount of the loan, whether such borrowing is from the market, or from the shareholders' funds, is a borrowing on their account, and that consequently, the amount of the unpaid interest remaining outstanding each day shall be a new advance by the Bank to the subscriber from such funds used by the Bank to secure its position. For the purpose of convenience the subscriber hereby waives their entitlement to any loan documentation, or any communication whatsoever regarding that new loan, the mere existence of an interest charge against their loan account being conclusive evidence of the existence of such loan.

- 4.4.4.5 Any payments made to their loan account shall first be appropriated towards interest and then towards the loan starting with the oldest loan.
- 4.4.4.6 Where the actual interest amount incurred on a daily basis is not debited to the Subscriber's loan account, the subscriber confirms that it shall be their duty to establish the extent of such interest amount on a daily basis, and they confirm that the amount of such interest not debited to their account daily shall be treated as if it had been so debited.
- 4.4.4.7 The subscriber agrees that the Bank reserves the right to close their loan account compulsorily without warning if it is unsatisfactorily conducted.

5 MIGRATIONS

In its discretion Econet and the Bank may approve or decline an application for a migration from one package to another. In the event the migration is approved the subscriber will be required to pay off the balance of their package as set out in clause 2.3. Further the customer will carry over any accumulated airtime on their package to their new package.

6 CUSTOMER SERVICE

During the life of this contract the Subscriber shall have access to Econet's customer service facilities which among other things shall handle customer queries and complaints. Privilege cards will be provided to qualifying subscribers and these cards will determine the level of access to customer service facilities. The Privilege cards are divided into three and each segment has varying levels of customer experience at customer service and shop level.

7 FAIR USAGE POLICY (SMS BUNDLE USAGE)

- The hybrid package is allocated a monthly SMS unlimited bundle and therefore applies to all subscribers on that package. However, if Econet reasonably believe that the Subscriber's use of this SMS facility, including (but not limited to) the total number of inclusive messages they send, is not consistent with normal, fair and reasonable use of such SMS services then Econet will be entitled to impose limits on the Subscriber's SMS Bundle service or suspend /terminate the Services.
- Wherever reasonably possible Econet will give that Subscriber concerned an SMS notice before taking any such action, and provide them with a reasonable period to modify their usage.

8 SUSPENSION

- ECONET may at any time, and upon giving notice to the Subscriber where possible, suspend its provision of Network Services to the Subscriber in the event that:
- 8.1 Any modification, maintenance, or remedial work is required to be undertaken pertaining to any matter whatsoever to the Network Services or the Network.
 - 8.2 The Subscriber fails to perform any of his obligations, or breaches any term of this agreement.
 - 8.3 The Subscriber at any time fails to pay the agreed monthly airtime credit which Econet in its absolute discretion shall set and notify the subscriber of from time to time.
 - 8.4 Econet reserves the right to take a Subscriber off the network if the SIM CARD is not used for a period exceeding 365 days except where the subscriber has travelled out of the country or has fallen ill/sick and hospitalized.
 - 8.5 ECONET reserves the right to require the Subscriber to effect payment of any applicable reconnection Charges pursuant to the restoration of Network Services suspended in the circumstances contemplated.

9 LIMITATION OF LIABILITY

- Without detracting from any of the other provisions of this Agreement, ECONET and the Bank shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, whether direct or consequential, in the event that:
- 9.1 the subscriber suffers loss or damage as a result of use of the device supplied to them under this agreement.
 - 9.2 the Subscriber loses or damages the device and in that instance, they shall remain liable for the payment of all amounts owing in terms of the Agreement.
 - 9.3 ECONET fails for any reason whatsoever to supply and make delivery of the device and/or SIM Cards, either on the required date, or at all; and/or.
 - 9.4 the Network's services are interrupted, suspended or terminated, for whatsoever reasons; and/or.
 - 9.5 such loss or damage was caused by any negligent act or omission on the part of ECONET, its employees or its agents.

10 BREACH

- In the event that the Subscriber breaches any term of this Agreement, or any warranty given by it hereunder, or fails to fulfil any obligation resting upon it, including the failure to pay any amount owing to ECONET and/or the Bank on the due date, then without prejudice to ECONET and/or the Bank's other rights in terms of this Agreement or the Common Law, ECONET and/or the Bank may forthwith and without notice to the Subscriber, either terminate this Agreement or call for specific performance of all the Subscriber's obligations and immediate payment of all sums of money owing by the Subscriber whether or not then due, in either event without prejudice to ECONET and/or the Bank's rights to seek damages as it may have suffered by reason of such breach or failure. Notwithstanding the foregoing, and pending ECONET and/or the Bank's election of this clause, ECONET and/or the Bank shall not be obliged to perform any of its obligations under this contract and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this contract, whether or not such are then due.
- ECONET shall be entitled to forthwith without notice, terminate this Agreement in the event that the Subscriber is sequestered, liquidated or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsorily.
- Without detracting from any of the other provisions of this clause, the Subscriber prematurely terminates this Agreement, or alternatively breaches this Agreement, and ECONET elects to cancel the same, then the Subscriber shall be liable to effect payment to ECONET of the Monthly Service Charges, the pro-rated value of the voucher issued to the Subscriber and/or the cost of the handset and/or device.
- The subscriber will be entitled to refer any dispute between itself and ECONET relating to the provision to the Subscriber of the Network Service, to the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).

11 APPLICABLE LAW AND JURISDICTION

- This agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.
- The parties shall comply with all applicable laws and governmental regulations issued from time to time. None of the parties is authorized or otherwise expected to take any action in the name of or otherwise on behalf of the other which would violate applicable laws and regulations, and any such representation shall be null and void.
- The subscriber hereby submits to the jurisdiction of the magistrates court in the event of any dispute leading to litigation arising out of matters in terms of this contract and connected thereto, and in any such event, the Subscriber, if found liable, shall be obliged to pay Econet and/or the Banks' costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged.

12 CONFIDENTIALITY

- The Subscriber shall keep all knowledge and information acquired or supplied by Econet and/or the Bank in terms of this agreement confidential. Likewise Econet and the Bank shall keep confidential all knowledge and information supplied by the subscriber. All such information disclosed by either party during the term of this agreement shall be regarded as confidential unless expressly stated otherwise by the disclosing party and shall not be disclosed to third parties, or used for any other purpose other than for which it was disclosed, without prior written consent of the disclosing party, provided that such information shall not be regarded as confidential.
- 12.1 It was the possession of or known to the receiving party or disclosure thereof by the disclosing party other than pursuant to a breach by the receiving party of its obligation in terms of this clause; or
 - 12.2 it is or becomes publicly known otherwise than pursuant to breach of its obligation in terms of this clause by the receiving party; or
 - 12.3 the receiving party is required, pursuant to the order of a court of competent jurisdiction or otherwise as authorized by law to disclose such information; or
 - 12.4 The obligations of the parties in terms of this clause shall survive any termination of this agreement.

13 NON TRANSFERABILITY

The SIM CARD, and/or device and all rights accruing from this agreement shall not be ceded, assigned, sold or otherwise transferred to any third party by the subscriber without the written consent of ECONET and the Bank respectively.

14 SECURITY DEPOSIT

- ECONET shall, where applicable, be entitled to charge a refundable security deposit to subscribers for any services rendered in terms of this agreement. The deposit payable shall vary from time to time as approved by the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).
- A subscriber may be requested by Econet to grant additional security in the form of a guarantor, which guarantor will be held jointly and severally liable for the subscriber's indebtedness to Econet and the Bank in terms of this agreement.

15 GENERAL

- In the event of the Subscriber failing to effect payment of any amount owing to ECONET and/or the Bank on due date, then without derogating from ECONET and/or the Bank's rights, the subscriber shall be liable to effect payment of interest to Econet and/or the Bank, or whomever is instructed to pursue the debt on the party's (ies) behalf, on the amount owing at the agreed rate plus 10% (TEN PERCENT) per annum, from due date to date of payment.
- All prices and charges set out in this Agreement and/or Tariff Schedule are inclusive of Value Added Tax (VAT) and any other applicable tax, the liability for which shall vest with the subscriber.
- The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated by it to any third party. The rights and obligations of ECONET and/or the Bank in terms of this Agreement, may be ceded and delegated by it to any other party, to the extent permitted by law, on a written notice to the Subscriber.
- No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of the Parties.
- This document contains the entire Agreement between the Parties regarding the matters contained herein irrespective of whether such undertakings representation or warranties have been made by any dealer or purported agent of ECONET and/or the Bank.
- No indulgence, leniency or extension of time, which ECONET and/or the Bank show to the Subscriber, shall in any way prejudice it from exercising any of this right in the future.
- A certificate under the hand of any managers of ECONET and the Bank certifying the amount owing by the Subscriber to ECONET and the Bank shall be prima facie proof of its contents and sufficient proof for the purpose of enabling ECONET and/or the Bank to obtain any judgement or order against the Subscriber.
- In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement, which will nevertheless be binding and enforceable.
- The subscriber therefore authorizes ECONET to disclose the Subscriber's name and address for the purpose of enabling the NETWORK to provide emergency Network Services to the Subscriber, or directory services and information to network users generally.
- Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purpose of the giving of any notice, the serving of any process and for any purpose arising from the Agreement at their respective addresses set forth in clause 1 and/or overleaf.
- Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within Zimbabwe which is not a Post Office box or Rosta Restante.
- Any notice given any payment made by any Party to the other ("the addressee") which:
 - 15.12.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed unless the contrary is proven by the addressee, to have been received by the addressee at the time of delivery.
 - 15.12.2 is posted by prepaid registered post from an address within Zimbabwe to the addressee domicilium for the time being shall be presumed unless the contrary is proven by the addressee, to have been received by the addressee on the fourth day after date of posting.
 - 15.12.3 Where, in terms of this Agreement any communication is required to be in writing the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee be deemed to have been received by the addressee 48 (FORTY EIGHT) hours after time of transmission.

I/We hereby certify that all the information provided is correct. I/We authorise ECONET WIRELESS to use the information contained herein to process the application for a 24-month subscription contract by ECONET WIRELESS, a contract will commence. I/We agree to be legally bound by ECONET WIRELESS Terms and Conditions incorporated below. I/We have been provided with a copy of the said Terms and Conditions and have read and understood the same.

Customer's Signature: _____ Date: _____

Sales/Service Rep's Signature: _____ Date: _____

ECONET PLATINUM CONNECT TERMS AND CONDITIONS

These terms and conditions comprise the agreement between Econet and the Cardholder in connection with the Cardholder's Econet Platinum Connect Mastercard. By accepting and/or using the Econet Platinum Connect Mastercard, the Cardholder unconditionally accepts all the following terms and conditions and accepts the onus and liability for ensuring compliance with the relevant foreign exchange laws and generally the laws of Zimbabwe as applicable.

1 DEFINITION OF TERMS

As used herein, the following terms shall have the following meanings/:

- 1.1 "Card"** - the Platinum Connect Mastercard, a Mastercard credit card issued by Econet through Steward Bank.
- 1.2 "Cardholder"** - the person to whom or for whose use the Card is issued. The term shall likewise include the person to whom a supplementary credit Card is issued upon the application of the primary card holder. The primary card holder is the main applicant for whom a credit card is issued and who has an option of requesting for more than one card on his behalf which would be used by other persons referred to as supplementary card holders.
- 1.3 "Credit Limit"** - the maximum amount of credit available to the Cardholder and/or his supplementary card holder. The Cardholder shall not be allowed to maintain at any given time subject to security features and credit limit management features that the issuer may impose for the benefit of the Cardholder.
- 1.4 "Econet Wireless Group"** - means any company wholly or partially owned by the issuer, its parent companies or companies under common ownership with it.
- 1.5 "Econet Bank"** - shall refer to Econet Wireless (Private) Limited.
- 1.6 Steward Bank Limited** - The License Holder of Mastercard and sponsor of the Card. The card shall remain the property of Econet Wireless Zimbabwe.
- 1.7 "Installment"** - the facility which allows Cardholder to purchase selected goods and services from merchants using their Card and to pay for the same, together with applicable interest and other fees, in equal monthly payments. In certain instances or promotions, the Issuer may allow the Card Holder to convert cash advance transactions, existing balances on the Card into installment transactions, which shall be payable in equal monthly payments subject to the applicable interest and other fees.
- 1.8 "RRP"** - Reserve Bank of Zimbabwe.
- 1.9 "Terms and Conditions"** or "agreement" - the set terms and conditions for Econet Platinum Connect credit card.

2 THE CARD

The Card is the sole property of the Issuer. It is non-transferable and will be accepted at accredited merchants only when properly signed and presented by the Cardholder whose name and signature are indicated on the Card.

3 CARD REPLACEMENT

Unless earlier terminated or cancelled, the Issuer may replace the Card from time to time at a cost to the Cardholder.

4 RESPONSIBILITY OF THE CARDHOLDER

- 4.1** The Card holder shall be liable for all transactions and the amounts charged to the Card, including cash advances, interest and all the non-refundable fees and other charges and taxes required by the government, whether made in Zimbabwe or abroad and hereby agrees to accept and pay for such amounts without the need for proof of assets. All charges, advances and amounts in excess of US Dollars shall be automatically converted at the time of posting to the billing currency (US Dollars) at Steward Bank's foreign exchange selling rate.
- 4.2** For cash advances through any designated automated teller machines (ATM) which accept the Card, the Cardholder shall be assigned a personal identification number (PIN). The Cardholder shall at all times keep his/her PIN confidential and shall not, under any circumstance, disclose the same to any person or compromise its confidentiality.
- 4.3** The Cardholder agrees that transaction and/or all cash advances using the Card shall be conclusively presumed to have been personally made or authorized by the Cardholder.
- 4.4** The Issuer may change the credit card number and/or expiry date when issuing a replacement card to the Cardholder. The Cardholder is solely responsible for communicating such change to any party with whom the Cardholder may have payment arrangements. The Issuer will not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise. The Cardholder shall safely keep the Card and not use the Card after its expiry date or upon its cancellation or suspension nor permit anyone to use the Card for any reason whatsoever.
- 4.5** The Cardholder shall provide Econet with copies of additional/updated documents that Econet may reasonably require from time to time, including but not limited to copies of his/her latest income tax return stamped by the Zimbabwe Revenue Authority.

5 JOINING, SUBSCRIPTION AND ANNUAL FEES

- 5.1** The Cardholder shall pay the issuer a joining fee, subscription fee and an annual fee as may be determined by the issuer from time to time. The annual fee and joining fee shall cover the administrative costs incurred by the issuer for the issuance and maintenance of the Card. The subscription fee, such as mileage programme fee, allows the Cardholder to enjoy the benefits of the programme subscribed to, such as redeeming miles against points under a mileage programme.
- 5.2** The Issuer reserves the right to alter from time to time any benefits and/or the credit limit applicable to any Cardholder without any prior notice or consent from the Cardholder. Such benefits and Credit Limit shall further be subject to the other terms and conditions for the use of the Card. All paid fees indicated herein are non-refundable even if the credit privileges are suspended or terminated, or if the Card is surrendered by the Cardholder before the expiry date.

6 SUPPLEMENTARY CARDS

- 6.1** A supplementary card is a copy of the primary credit card issued based on the primary Cardholder's request for use by another individual. The use of supplementary cards shall be governed by this agreement. Any reference to the card issued to the Cardholder in this agreement shall also apply to the supplementary cards(s).
- 6.2** The Cardholder shall be liable for all transactions, purchases and cash advances made, including all interest and charges incurred through the use of the supplementary card(s), as well as for any breach by the supplementary card holder of these terms and conditions.
- 6.3** Primary and supplementary card holders share the same Credit Limit. The primary and supplementary card holder shall be jointly and severally liable for any and all obligations, charges and fees under the supplementary cardholder's credit card account, irrespective of whether the amounts were incurred with or without the knowledge or consent of the primary card holder.

7 ACCREDITED MERCHANTS

The Card shall be honored at all MasterCard accredited merchants worldwide at all times. However, the issuer and/or its bank shall not be liable to the Cardholder if, for any reason, the Card is not honored by the MasterCard network. The Cardholder agrees to accept and pay for the Cardholder's obligation to its bank fee and harmless from any and all claims for damages as a result of the failure of any accredited merchant or any acquiring bank, or of MasterCard to honour the Card.

8 CO-OBLIGOR

- 8.1** The Cardholder shall provide upon request an acceptable co-obligor. The co-obligor shall be jointly and severally liable with the Cardholder and his/her supplementary card members to pay Econet all obligations and charges made through the use of the Card.
- 8.2** The co-obligor shall notify the Cardholder and the issuer in writing of his/her intention to withdraw as the Cardholder's co-obligor and may be discharged subject to the condition that the co-obligor continues to be liable for all amounts unpaid and outstanding as of thirty (30) days from receipt by the issuer of such written notice. Failure of the Cardholder to immediately furnish a new co-obligor acceptable to Econet may result in the automatic termination or suspension of the Card and/or the privileges associated with the Card.

9 LOSS OF THE CARD

In case of loss of the Card, the Cardholder shall immediately report such fact in writing to the Issuer, giving details of the place, date and circumstances of the incident and the last transaction(s) made and/or purchase(s) made prior to the loss or theft. Liability of the Cardholder for all transactions, purchases and/or cash advances made through the use of the lost or stolen Card shall only cease on receipt of written notification by the Cardholder to the Issuer and deactivation of the Card by the Issuer. A card replacement fee shall be charged to the Cardholder to cover replacement of the Cardholder.

10 USE OF THE CREDIT LIMIT

- 10.1** Upon acceptance or approval of the Cardholder application, a credit limit expressed in US Dollars, inclusive of a cash advance limit, shall be assigned to the Cardholder which represents the maximum outstanding balance, including any installment transactions, made using the Card, that the Cardholder and his/her supplementary card member(s) are allowed at any given time subject to security features and credit limit management features that the Issuer and/or its bank may impose for the benefit of the Cardholder from time to time.
- 10.2** The Issuer reserves the right to decline any transaction and/or suspend the Card privileges of the Cardholder and his/her supplementary cards without prior notice if the Credit Limit will be or has exceeded. The Issuer may demand immediate payment of the amount in excess of the Credit Limit or of all amounts outstanding.
- 10.3** The Cardholder agrees to track his/her balance and is solely responsible for ensuring that it does not exceed the approved Credit Limit. In case the Cardholder exceeds his/her approved Credit Limit, the Cardholder shall pay the Issuer an over limit fee, or such other amount as may be set by the Issuer from time to time. The over limit fee shall be included among the charges in Cardholder's statement of account for the relevant billing period. The Issuer may limit cash advances on the Card to an amount determined at the Issuer's sole discretion, without notice to the Cardholder.
- 10.4** The Cardholder shall pay cash advance service fee ranging from \$2.00 - 2% to \$4.00 - 3% for ATM and POS of the amount drawn, or such other amount as may be set by the Issuer from time to time. In addition to the cash advance service fee, the Cardholder's cash advance transactions shall also incur finance charges at the prevailing monthly interest rate applied to the cash advance amount from the transaction date until the amount is fully paid.
- 10.5** The Cardholder shall also pay The Issuer all other fees incurred including without limitation annual mileage programme fee and transaction retrieval fee, at the rates set by the Issuer and as may be amended from time to time. In case the Cardholder is issued two or more cards, the Cardholder understands and agrees to abide by the condition that the Issuer's sole duty is to issue the Cardholder separate Credit Limit for each of the cards issued to the Cardholder or a consolidated Credit Limit for all cards, expressed in US Dollars, subject to security features and credit limit management features that the Issuer may impose for the benefit of the Cardholder.
- 10.6** In case of default (in the) or non payment of the Cardholder's obligation on one or more cards, the Cardholder may at its sole discretion demand immediate payment in full of all outstanding balances on all of the cards and, in addition, revoke the Cardholder's right to use all or any of such cards.

11 MONTHLY STATEMENT AND PAYMENT OF CHARGES

- 11.1** A monthly statement of account will be furnished to the Cardholder, which may be sent by email, or mail or courier to the Cardholder's billing address, or accessed online by the Cardholder's use of the Issuer's website upon enrolment by the Cardholder to the Issuer's credit card statement service.
- 11.2** The Cardholder shall examine the statement and immediately report errors in the statement not later than 30 days from date of the statement, otherwise, the Cardholder shall be deemed to have accepted the correctness of the statement. The Cardholder agrees to pay late payment fee of USD 20.00 and/or other charges for any unpaid amount due at a rate of 20% per annum whichever is higher, plus any applicable taxes and charges required by the government throughout.
- 11.3** If the payment due date - (the last date on which payment is required before late payment fees are charged) falls on a Saturday, Sunday or public holiday declared by the Government of Zimbabwe, the payment shall be due on the working day immediately preceding the payment due date. However, notwithstanding the absence or lack of proof of service of the statement of account upon the Cardholder, the Cardholder is obligated to inquire with the Issuer the amount, the Cardholder is due to pay on or before the payment due date.
- 11.4** The fixed monthly installment amount for purchases using the installment facility of the Card shall be posted to the Cardholder's monthly statement of account as a regular transaction on the total outstanding balance on the term or repayment period chosen by the Cardholder.
- 11.5** In case of pre-termination/cancellation of an existing installment transaction, the Cardholder agrees to be charged a processing fee of 5% of the total remaining installment balance, whichever is higher, or such other amount as may be set by the Issuer from time to time. All other terms and conditions stated in the monthly statement of account shall form an integral part of the set terms & conditions.

12 CARD PAYMENT, DELINQUENCY AND DEFAULT

- 12.1** In the monthly statement of account given to the Cardholder, the Cardholder shall be liable to pay the closing balance amount shown therein. The Cardholder shall have the option to pay on or before the payment due date stated in the statement of account:
(i) The closing balance or (ii) The minimum amount due. In any event, the Cardholder must pay at least the minimum amount due, which the Issuer must receive as cleared and available funds, on or before the payment due date.
- 12.2** All payments made by the Cardholder shall be in the billing currency of the Card. If payments is made in any other currency, the Cardholder shall pay The Issuer and/or its bank exchange commissions and other charges or losses incurred by the Issuer and/or its bank in converting such payment to the billing currency. Such conversions shall be effected at such exchange rate as may be solely and conclusively determined by the issuer rate the date of entry into the card account.
- 12.3** Payment made by the Cardholder shall be applied to the Card account in normal status in the following sequence: 1) billed cash advance principal; 2) billed membership fee; 3) billed other fees/charges such as taxes; 4) billed cash advance fee; 5) billed purchase transaction charge; 6) billed late payment charge; 7) billed cash advance finance charge; 8) billed purchase finance charge; 9) billed purchase principal including any applicable fixed monthly installment amount; 10) unbilled other fees; 11) unbilled cash advance fee; 12) unbilled purchase transaction charge; 13) unbilled cash advance principal; and 14) unbilled purchase principal.
- 12.4** The Issuer reserves the right to adjust, at its sole discretion, the payment application sequence for card account on either normal or not (or) normal status. Normal status refers to cards in active state whose repayments are made as and when due, while "not normal" status refers to cards lost, stolen, violated, compromised or not in active state. The unpaid balance of the minimum amount due will be considered delinquent if unpaid after the payment due date. 12.5 The Cardholder shall then be liable to pay late payment, finance, and other applicable charges, plus any applicable taxes required by the government thereon. Once the Cardholder exceeds his/her Credit Limit or fails to pay the minimum amount due on the payment due date, the card account and the Cardholder will be considered delinquent. In the event of delinquency or default, the Cardholder authorizes the Issuer to report and/or include his/her name in the negative listings of any credit bureau or institution.
- 12.6** The Cardholder shall be considered in default in any one of the following events: (a) the Cardholder fails to pay on the payment due date any of his/her payment obligations on one or more cards; (b) the Cardholder's outstanding amounts exceed his/her Credit Limit; (c) Any creditor tries, by legal process, to take the money or any property of the Cardholder with the bankruptcy laws; (d) The Issuer believes, on reasonable ground and at its sole discretion that it was induced by fraudulent misrepresentation to grant the Card or any other credit facility in favor of the Cardholder; (f) The Cardholder fails to observe any of the terms and conditions governing the issuance and use of the Card; (g) The Cardholder fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the Cardholder executed or otherwise issued by the Issuer in connection with any creditor loan facilities granted by the Issuer or its subsidiaries or affiliates, or another financial institution or other lender in favor of the Cardholder; (h) The Cardholder is charged with, convicted of, or under investigation by competent government and legal authority, or the Issuer has prima facie evidence to report the Cardholder to any regulatory agency or law enforcement agents for possible violation of any of the provisions of any applicable law; (i) The Cardholder dies or becomes physically or mentally incapacitated.

13 CALCULATION OF FINANCE AND OTHER CHARGES

- 13.1** If the Cardholder pays the closing balance in full on or before the payment due date and has no cash advance transactions, no finance charge shall be imposed. However, if the Cardholder opts to pay the minimum amount due or any amount less than the closing balance or makes a cash advance transaction, the

- Cardholder shall be deemed as availing against his/her credit line with the Issuer and agrees to pay finance and other charges, plus any applicable taxes and charges required by law on such advances. The finance charges, at Steward's Bank prevailing rate, will be levied using the average daily balance method upon the Cardholder's opening balance and on new transactions posted including any applicable fixed monthly installment amount within the statement period accrued from the transactions' posting dates until the end of the current statement period.
- 13.2** Any amount unpaid as of the payment date shall be deemed payable on the next payment due date unless the Cardholder opts to re-avail of his/her credit line for the next billing cycle by paying an amount less than the closing balance but not less than the minimum amount due.
- 13.3** The minimum amount due shall be the amount equivalent to 15% of the closing balance or as may be indicated by the Issuer on the Cardholder's monthly statement of account. Finance charge rates and cash advance transaction fees may change and shall be advised from time to time.

14 RESTRAINT, SUSPENSION, CANCELLATION AND WITHDRAWAL OR TERMINATION

- 14.1** The Issuer may, without prior notice to the Cardholder, restrain, suspend, cancel and withdraw or terminate any Card issued and/or its privileges, effective from reason including without limitation the Cardholder's default, non-payment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by the Issuer, misrepresentation and fraud. In such cases, any outstanding credit availed as of the time of the restraint/suspension/termination shall be considered due and payable without need of notice to the Cardholder.
- 14.2** The Issuer, at its sole discretion, may initiate collection from the Cardholder of the closing balance and all unpaid availments in full, and/or refer collection to a third party. If collection of any unpaid or past due amount is referred to a collection agency and/or enforced through court action, the Cardholder agrees to pay the costs of collection, and/or attorney's fees (including all finance and penalty charges), in addition to whatever damages that may be suffered or incurred by the Issuer.
- 14.3** The Cardholder agrees to hold the Issuer free and harmless from any claim for damages arising from such restraint, termination, withholding or suspension. Continued use of the Card after termination or cancellation or non-issuance of renewal Card by the Issuer is deemed fraudulent. The Issuer reserves the right, at its discretion, to restore the Card and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified.
- 14.4** The Card shall be terminated if the Issuer without prior notice upon the death, bankruptcy, or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Issuer. The Cardholder and/or his/her estate shall be responsible for paying in full and/or setting off outstanding balances and obligations under the Card) and shall keep the Issuer indemnified for all costs and expenses, including legal fees and charges, incurred in recovering and paying of such outstanding balances and obligations.
- 14.5** In the event of termination of the Card, any amount held by the Issuer. The Issuer reserves the right to retain such funds for the period of at least 90 days following the Card being cancelled or terminated and returned to the Issuer and the Card account being closed. If there are unpaid obligations under the Card, the Issuer is authorized by the Cardholder to automatically apply said funds to the settlement of the unpaid obligations.
- 14.6** The Issuer is not precluded from availing of other remedies in case the funds are insufficient to settle the said obligation. The Cardholder may, at any time, terminate the agreement by a written notice to the Issuer subject to the immediate payment or settlement of any and all obligations incurred in connection with the Issuer's issuance of the Card.
- 14.7** The Cardholder must return to the Issuer the cards cut in half. Should the Cardholder choose to re-avail, annual fee charges shall still apply and will be pro-rated until such time that the outstanding balance is paid in full. The card account (s) shall be closed only after the receipt by the Issuer of full payment or settlement of all obligations under the Card(s).

15 AUTO-DEBIT ARRANGEMENT

The Cardholder may opt to authorize in writing the Issuer to charge the amount due on his/her card account against the Cardholder's deposit account or any funds with Steward bank and/or any other bank by means of an automatic debit system. Note that requests to use non USD denominated accounts for this purpose will be subject to all regulatory financial policies and requirements.

16 SET-OFF

The Issuer's deposits and/or credit balances on other products with The Issuer, whether singly or jointly held, may be automatically set-off against any amounts due and payable under the Card that are not paid in accordance with the set terms and conditions, or upon the happening of an event of default.

17 ASSIGNMENT

- 17.1** As a consideration to the Issuer's grant of the right of usage of the Card to the Cardholder, the Cardholder hereby assigns to the Issuer, effective upon the Cardholder's failure to pay on the payment due date his/her obligation arising from the Cardholder's use of the Card(s), any or all monies, securities, bonds, and things of value which are now or may hereafter be in the hands of the Issuer, and any member of the Issuer Wireless Group including deposit or otherwise to the credit of, or belonging to the Cardholder, and the Issuer is hereby authorized to sell or public or private sale such securities or things of value and to apply the proceeds of such sale to such obligation.

- 17.2** In the absence of securities or things of value if the Cardholder's outstanding balance exceeds the proceeds of sale, the Cardholder hereby assigns to the Issuer any deposit the Cardholder may have with any bank or financial institution, to the extent of the Cardholder's obligation to the Issuer, and for this purpose, the Cardholder hereby consents to any inquiry or disclosure to the Issuer, its duly authorized representative or legal counsel as to any deposit the Cardholder may have with any bank or financial institution.

18 ASSIGNMENT BY THE ISSUER

The Issuer shall have the right to assign the Cardholder's obligations under the credit card facility granted herein, including any securities, to any third party with prior notice to the Cardholder. The Issuer is authorized to disclose information about the Cardholder's account and credit standing to third party potential buyers that may be necessary for the proper processing and evaluation of the assignment.

19 RECOVERY OF DELINQUENT ACCOUNTS

The Issuer shall have the right to recover through any legal means all delinquent amounts outstanding on the Cardholder's credit card i.e. all transaction amounts due and unpaid, as well as all attendant fees, interest and other charges which may have accrued accordingly, without prior notice to the Cardholder. The Cardholder also agrees to bear all recovery expenses/incidental costs incurred by the Issuer.

20 INSURANCE SCHEME

The Cardholder shall have the option of partaking in an insurance scheme to provide cover against fraudulent/unauthorized use of the Card, as well as death/permanent disability. Once this option is exercised, the Cardholder shall pay all premium payments as and when due.

21 AUTHORIZATION AND INDEMNITY FOR TELEPHONE, TEXEL AND FACSIMILE INSTRUCTIONS

- 21.1** The Cardholder authorizes the Issuer to rely upon and act in accordance with any notice, instruction or other communication which may from time to time be, or purport to be, given by telephone, mobile phone text messages, telex, facsimile, email, or other electronic means as the Cardholder or on his/her behalf (the "instructions") which the Cardholder authorizes the Issuer to rely upon and act in accordance with. The Cardholder authorizes the Issuer to rely upon and act in accordance with the instructions which the Cardholder or upon his/her behalf (the "instructions") which the Cardholder authorizes the Issuer to rely upon and act in accordance with. The Cardholder authorizes the Issuer to rely upon and act in accordance with the instructions which the Cardholder or upon his/her behalf (the "instructions") which the Cardholder authorizes the Issuer to rely upon and act in accordance with.
- 21.2** The Cardholder acknowledges that the sending of information through such text, fax, email or other electronic means may be fully secure and may be intercepted by third parties. The Issuer shall not be liable in the event that Cardholder suffers any loss or damage as a result of personal information sent through such means upon the instructions of the Cardholder. The Issuer shall be entitled to treat the instructions as fully authorized by and binding upon the Cardholder, and the Issuer shall be entitled to take such steps in connection with or on reliance upon the instructions as the Issuer may consider appropriate, whether the instructions include instructions to pay monies or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means. The Cardholder acknowledges that the sending of information through such channels is not secure; that messages sent through such channels may be intercepted by third parties, and that the Issuer shall not be made liable in such instances. In order for the Issuer to render prompt and accurate service,
- 21.3** The Cardholder authorizes the Issuer to record (without the Issuer being necessarily obliged to do so) any and all telephone conversations with the Cardholder, whether initiated by the Issuer or by the Cardholder, including without limitation, the Cardholder's instructions, statements, complaints, inquiries and the Issuer's advice and reminders in relation to the Cardholder's credit card account with the Issuer. The Issuer may use these recordings for any purpose in any proceeding.
- 21.4** In consideration of the Issuer acting in accordance with the terms of this authorization and indemnity, the Cardholder hereby irrevocably indemnifies the Issuer against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Issuer of whatever nature and how so ever arising out of or in connection with the instructions. This authorization and indemnity shall remain in full force and effect until the issuer notifies the Cardholder that the Cardholder is no longer indebted to the Issuer.

22 DISCLOSURE OF INFORMATION

The Cardholder hereby consents to the disclosure by the Issuer of information about his/her account and credit standing to any member of the Issuer Wireless Group, other credit card companies, financial institutions or credit information/investigation or law enforcement agencies, or to a court of competent jurisdiction or a government office or agency upon their order or for the purpose of verifying the authenticity of any documents submitted by the Cardholder to the Issuer, or to third party service providers assisting the Issuer in the administration of its credit card business or providing insurance for the Issuer against the Cardholder's default or providing insurance for the Cardholder against fraud and unauthorized charges.

23 CORRECTIONS

The Cardholder agrees that the Issuer reserves the right to investigate and confirm within a reasonable period in accordance with accepted and standard credit card business practice and procedure, as well as with existing laws and regulations any reported error or fraudulent transaction before making any corrections in the statement of account.

24 CHANGE OF STATUS

The Cardholder shall notify the Issuer in writing of any change in the Cardholder's civil status.

25 COMPLIANCE

The Cardholder shall comply with all laws and regulations of the Government of Zimbabwe related to the use of the Card.

26 LIMITATION OF LIABILITY

In the event of any action which the Cardholder may file against the Issuer for any cause whatsoever, the Cardholder agrees that the Issuer's liability shall not exceed the amount of USD50.00 or the damages actually proven to have been suffered by the Cardholder, whichever is lesser. This shall be the maximum extent of liability of the Issuer irrespective of the circumstances.

27 SEPARABILITY

The enforceability and validity of this agreement, in whole or in part, shall not be affected by the unenforceability or in validity, whether temporary or permanent, of any particular provision of this agreement because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period of this agreement or for any other cause.

28 NON-WAIVER OF RIGHTS

No failure or delay on the part of the Issuer in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of such right or power preclude any other right or power thereunder. No waiver by the Issuer of any of its rights or powers under this agreement shall be deemed to have been unless expressly in writing and signed by its duly authorized Representative(s).

29 AMENDMENTS

The Issuer may, without prior notice, at any time and for whatever reason it may deem proper, amend, revise or modify the terms and conditions hereof, including the Cardholder's Credit Limit. The Cardholder shall be deemed to have accepted the change if the Cardholder continues to retain or use the Card.

30 COMMUNICATION

The Cardholder undertakes to notify the Issuer of any additional means of communicating to the Cardholder aside from what is disclosed in the credit card application, and as well as any change in the Card holder's address, office or mailing address, email, and telephone number. In case the mailing address is not accessible through mail or delivery, the Issuer has the option to use the other addresses notified to the Issuer. Notwithstanding this provision, the Cardholder agrees that any communication sent to the designated mailing address shall be considered as being delivered to the Cardholder from the date of the posting of such communication in the post office.

Should the Cardholder go out of the Republic of Zimbabwe for more than a month, the Cardholder undertakes to effect timely payment on the Card. Otherwise, the Issuer reserves its right to restrain the Card. If the Cardholder leaves the Republic of Zimbabwe to take up long term or permanent residence elsewhere, all cards issued should be returned to the Issuer fifteen (15) days prior to the Cardholder's departure and the cards shall be deemed terminated and subject to the immediate payment in full by the Cardholder to the Issuer of all outstanding balances, obligations, and availments, posted or assets, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit the right of the Issuer to commence proceedings or to obtain execution of judgment against the Cardholder in any venue or jurisdiction where assets of the Cardholder may be found.

31 VENUE

The Cardholder irrevocably agrees that any legal action, suit or proceeding arising out of or relating to these terms and conditions may be instituted, at the option of the Issuer, in any competent court in Zimbabwe, and Cardholder submits to and accepts, with regard to any such action or proceeding for itself and in respect of its companies or assets, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit the right of the Issuer to commence proceedings or to obtain execution of judgment against the Cardholder in any venue or jurisdiction where assets of the Cardholder may be found.

32 BINDING EFFECT

The Cardholder's acceptance or use of the Card shall be deemed as his/her acceptance of and agreement to be bound by these terms and conditions and such amendments here of as may be made by the Issuer from time to time. These terms and conditions shall bind the Cardholder and his/her heirs, executors and administrators, and successors and assigns.

I/We hereby certify that all the information provided is correct. I/We authorize ECONET WIRELESS to use the information contained herein to process the application for a 24-month subscription contract by ECONET WIRELESS, a contract will commence. I/We agree to be legally bound by ECONET WIRELESS Terms and Conditions incorporated below. I/We have been provided with a copy of the said Terms and Conditions and have read and understood the same.

Customer's Signature: _____ Date: _____

Sales/Service Rep's Signature: _____ Date: _____

ROAMING TERMS AND CONDITIONS

I/We, the undersigned, do hereby acknowledge that I/we have read the Terms and Conditions contained in this Application and I have read and understood such terms and conditions and agree to be bound by them:

1. OVERVIEW

- 1.1. Roaming charges/tariffs for voice, sms and/or data raised by foreign networks are subject to an administration fee and VAT payable by the customer. The customer is encouraged to roam on networks with lower rates in the visited countries.
- 1.2. The rates that Econet provides within these terms and conditions, on the attached International Operator Tariffs rates and/or as published on Econet's website are not static as they are subject to exchange rate fluctuations and changes by the various foreign networks. It is the customer's responsibility to familiarise themselves with the relevant charges before activating the roaming services.
- 1.3. Roaming will only be granted on the condition that the customer has operated their account in accordance with Econet's general subscriber terms and conditions.
- 1.4. Roaming activation requests should be submitted at least six (6) working hours before the customer's departure, excluding weekends and public holidays.
- 1.5. Econet reserves the right to suspend roaming services without notice to the customer upon breach of any of the provisions herein as well as the general subscriber terms and conditions.
- 1.6. Econet reserves the right to amend, alter or vary these terms and conditions.

2. VOICE AND SMS ROAMING

- 2.1. A connection deposit of Six United States Dollars (US\$6.00) for individuals and Ten United States Dollars (US\$10.00) for corporates per day that the customer intends to use the roaming services must be paid before roaming services are provided. Further, for companies a request on the company letterhead and signed by an authorised signatory must accompany this Application Form and the applicable deposit.
- 2.2. For permanent roaming service, that is when the customer requests to be connected to roaming without an end date, a deposit of Two Hundred United States Dollars (US\$200.00) is required for individuals and a deposit of Three Hundred United States Dollars (US\$300.00) for corporate accounts. Further, and for the avoidance of doubt, permanent roaming services are provided for a period of one (1) year from the date that the customer pays their deposit after the application has been approved by Econet. Upon expiration of the 1 year the customer should re-apply for roaming if they still require the service.
- 2.3. Econet shall offset the roaming charges against the customer's deposit and shall bill the customer for any charges which remain after the deposit has been extinguished.
- 2.4. Billing of calls while on roaming is per minute and the rates vary with each foreign network as per the attached schedule. Further, these rates may be changed by the respective networks from time to time without notice to the customer.
- 2.5. Both incoming calls and outgoing calls are charged to the customer. Incoming calls are currently charged for at Forty-eight United States Cents (US\$0.48) per minute, which charge is subject to change from time to time without notice to the customer.

3. DATA ROAMING

- 3.1. Charges are per megabyte of data consumed by the customer. The charges are applied to the total uploads and/or downloads of data rounded off to the applicable increment for every data usage event as billed by the roaming partner/foreign network. The applicable usage increments are 1 kilobyte (kb), 10kb or 100kb depending on the tariff of the network the customer is roaming on.
- 3.2. If the customer is connected to a website or application while roaming they may incur data charges even if no content is purchased or downloaded. This is due to small amounts of data being transmitted every few seconds by the website/application (this may include but is not limited to website refreshing and banner ads being pushed in the background). The customer should ensure that they close all unused applications while roaming. Econet accepts no liability for any unintentional data downloads made to the customer's device.
- 3.3. Data Roaming tariffs are not related to local data bundles and are billed outside of Econet's local data bundle tariffs as these tariffs are set solely by the roaming partners/partner networks who may change these tariffs from time to time without notice to Econet. All roaming rates are available on the internet at <http://www.econet.co.zw>

4. GENERAL TERMS AND CONDITIONS

The customer is still bound by all the other terms and conditions as stated in the subscriber terms and conditions for prepaid or postpaid depending on which of these the customer is using.

Below are tariffs for Post-paid roaming destinations. Please note these are just an indication as tariffs may change slightly due to fluctuations in exchange rates.
 For other destinations not listed below, please visit any Econet shop or email us on Roaming@econet.co.zw
 Also note data usage is charged per MB and data bundles do not apply.

Country	Network	SMS	Local Call	Call to Zimbabwe	Data/MB
Angola	Unitel	US\$0.20	US\$0.45	US\$3.00	US\$16.25
Australia	Telstra	US\$0.41	US\$0.97	US\$7.41	US\$26.00
Australia	Vodafone	US\$0.41	US\$1.56	US\$1.20	US\$1.75
Belgium	Belgacom	US\$0.30	US\$0.97	US\$3.45	US\$15.00
Botswana	Mascom	US\$0.20	US\$0.32	US\$0.45	US\$0.75
Botswana	Orange	US\$0.13	US\$0.31	US\$0.50	US\$1.90
Burundi	Econet	US\$0.20	US\$0.35	US\$2.05	US\$1.50
Canada	Rogers	US\$0.30	US\$0.99	US\$1.50	US\$1.75
China	Unicom	US\$0.30	US\$0.47	US\$1.70	US\$1.75
China	China Mobile	US\$0.32	US\$0.77	US\$3.20	US\$6.50
Cote D'Ivoire	MTN	US\$0.21	US\$0.69	US\$2.01	US\$15.78
DRC	Vodacom	US\$0.20	US\$0.90	US\$2.40	US\$4.60
Egypt	Mobinil	US\$0.30	US\$0.75	US\$3.30	US\$18.75
Ethiopia	Ethio Telecom	US\$0.43	US\$0.85	US\$2.71	US\$17.60
France	Bouygues	US\$0.33	US\$0.78	US\$2.73	US\$1.75
Gambia	Comium	US\$0.48	US\$0.90	US\$3.45	N/A
Germany	Vodafone	US\$0.24	US\$1.20	US\$1.20	US\$1.75
Germany	Telefonica	US\$0.14	US\$1.10	US\$1.10	US\$1.75
Ghana	MTN	US\$0.36	US\$0.65	US\$3.60	US\$6.25
Greece	Vodafone	US\$0.40	US\$0.64	US\$1.20	US\$1.75
Hong Kong	Hutchison	US\$0.39	US\$0.30	US\$2.38	US\$12.30
India	Vodafone	US\$0.37	US\$0.90	US\$3.66	US\$11.25
Ireland	Vodafone	US\$0.25	US\$0.83	US\$1.20	US\$1.75
Ireland	Telefonica	US\$0.14	US\$1.10	US\$1.10	US\$1.75
Italy	Vodafone	US\$0.33	US\$1.17	US\$1.20	US\$1.75
Italy	TIM	US\$0.35	US\$1.26	US\$3.50	US\$9.37
Japan	NTT DocoMo	US\$0.29	US\$1.15	US\$4.18	US\$20.00
Kenya	Airtel	US\$0.34	US\$0.45	US\$2.41	US\$6.40
Kenya	Safaricom	US\$0.20	US\$0.48	US\$2.00	US\$1.75
Lesotho	ETL	US\$0.20	US\$0.35	US\$0.68	US\$5.00
Malawi	Airtel	US\$0.15	US\$0.95	US\$1.90	US\$7.30
Malawi	TNM	US\$0.19	US\$0.89	US\$1.77	US\$1.50
Malaysia	Digi Telecom	US\$0.37	US\$0.32	US\$3.88	US\$14.70
Mauritius	Orange	US\$0.32	US\$0.32	US\$1.74	US\$9.83
Mauritius	Emtel	US\$0.37	US\$0.37	US\$2.00	US\$11.30

Country	Network	SMS	Local Call	Call to Zimbabwe	Data/MB
Mozambique	Mcel	US\$0.24	US\$0.54	US\$1.53	US\$6.40
Mozambique	Vodacom	US\$0.25	US\$0.37	US\$0.75	US\$1.25
Mozambique	Movitel	US\$0.20	US\$0.55	US\$1.40	US\$8.90
Namibia	MTC	US\$0.10	US\$0.40	US\$0.75	US\$4.15
Netherlands	Vodafone	US\$0.35	US\$0.80	US\$1.20	US\$1.75
New Zealand	Vodafone	US\$0.47	US\$1.41	US\$1.20	US\$1.75
Nigeria	Airtel	US\$0.30	US\$0.40	US\$1.50	US\$6.25
Norway	Aeromobile	US\$0.80	US\$3.72	US\$3.72	US\$18.75
Norway	Telenor	US\$0.33	US\$0.75	US\$2.83	US\$16.25
Portugal	Vodafone	US\$0.35	US\$0.84	US\$1.20	US\$1.75
Romania	Vodafone	US\$0.20	US\$0.32	US\$1.20	US\$1.75
Russia	MTS	US\$0.72	US\$1.80	US\$8.70	US\$15.00
Singapore	Starhub	US\$0.38	US\$0.51	US\$2.21	US\$10.24
South Africa	Cell C	US\$0.10	US\$0.35	US\$0.65	US\$3.25
South Africa	MTN	US\$0.15	US\$0.23	US\$0.58	US\$4.65
South Africa	Vodacom	US\$0.13	US\$0.48	US\$0.78	US\$1.75
Spain	Vodafone	US\$0.42	US\$0.80	US\$1.20	US\$1.75
Swaziland	MTN	US\$0.20	US\$0.38	US\$1.06	US\$4.80
Sweden	Telenor	US\$0.11	US\$0.41	US\$1.10	US\$13.26
Switzerland	Swisscom	US\$0.40	US\$1.12	US\$4.60	US\$14.25
Tanzania	Airtel	US\$0.39	US\$0.75	US\$2.25	US\$4.25
Tanzania	Vodacom	US\$0.20	US\$0.57	US\$2.85	US\$4.80
Turkey	Vodafone	US\$0.39	US\$1.10	US\$1.20	US\$1.75
UAE	Etisalat	US\$0.52	US\$0.90	US\$7.08	US\$13.82
UAE	DU	US\$0.51	US\$0.86	US\$6.72	US\$13.25
Uganda	MTN	US\$0.18	US\$0.35	US\$2.40	US\$10.00
Uganda	UTL	US\$0.15	US\$0.33	US\$1.75	US\$7.50
UK	Vodafone	US\$0.37	US\$0.44	US\$1.22	US\$1.75
UK	Telefonica	US\$0.14	US\$1.12	US\$1.12	US\$1.75
UK	Orange	US\$0.13	US\$0.31	US\$1.10	US\$2.10
UK	T Mobile	US\$0.13	US\$0.31	US\$1.10	US\$2.10
USA	AT & T	US\$0.40	US\$0.99	US\$6.55	US\$12.80
Zambia	Airtel	US\$0.22	US\$1.10	US\$2.66	US\$2.05
Zambia	MTN	US\$0.22	US\$0.85	US\$2.10	US\$1.62
Zambia	Zamtel	US\$0.25	US\$0.56	US\$0.71	US\$1.60

IMPORTANT HINTS

- Please note the sms centre number to use when roaming is **+263770010502**. The same centre number will also work locally. (for Apple devices dial ****5005*7672*+263770010502#**)
- Before leaving the country it is advisable to cancel all call diverts or forwarding as this will raise incoming call charges Dial **##002#** to cancel all diverts.
- After crossing into a foreign country and attempting to connect to a foreign network and your phone does not automatically pick network, go into your phone settings and manually search.

ACCEPTANCE:

DEPOSIT AMOUNT PAID

RECEIPT NUMBER

CUSTOMER SIGNATURE

DATE

DEPOSIT AMOUNT PAID

DATE

BROADBAND TERMS AND CONDITIONS

1 CANCELLATION

Econet's product and / or service may be used for lawful purpose. The subscriber is prohibited from transmitting unlawful, obscene, profane, hateful or otherwise objectionable information of any kind. The subscriber may not engage in conduct that would constitute a criminal offence, infringe of third party rights, give rise to civil liability to violate and local or international statutes, rule or treaty. Participating in any of the aforementioned activities or other shall because for disconnection or cancellation of the subscriber's account at the discretion of Econet without prior notice to the subscriber.

2 CONFIDENTIALITY

Econet shall not release any information pertaining to the Subscriber unless required to do so by court order or any other governing laws and/ or regulations in place. Econet will do its best to maintain the confidentiality of the subscriber's mail but the subscriber acknowledges that third parties may attempt to breach the confidentiality of their data of email through the internet which is out of Econet's control. The Subscriber agrees to respect the privacy and confidentiality of any third party's email by refraining from using software applications intended to reach the privacy of others. Furthermore, the Subscriber shall not release his/her/their password to third parties, and acknowledges full responsibility for all use and liability emanating from its use by third parties.

3 LIABILITY

The Subscriber recognises that the Internet being a complete maze of participating networks which are independently owned and operated and thus not in the control of Econet. Additionally, access to the Internet sources may be through the use of software and hardware not provided by Econet. The malfunction of networks, software or hardware may make the internet access temporarily or permanently inaccessible to the subscriber. The subscribers agrees that Econet shall not be liable to damages incurred or sums paid when the service is temporarily inaccessible to the subscriber due to malfunction of such software, hardware or networks outside the control and influence of Econet or due to its abuse, accident, misapplication by the subscriber or person, entity or firm other than Econet. Although Econet does provide anti-virus software on its network, the client is strongly advised to install anti-virus software on their computer/s. Econet advises that it is not responsible for any damage, loss of business or inconvenience suffered as a result of virus infection as no anti-virus is 100% effective against all virus attacks until the anti-virus patch has been produced.

4 ACCESSING THIRD PARTY INFORMATION, CONTENT AND INTELLECTUAL PROPERTY

Econet offers access to numerous third party web pages and content which is available over email and Internet through the email and Internet Services Econet provides. Econet exercise no control over this content, web pages and sites. The Subscriber agrees that it is their responsibility to review and evaluate such content, and that any and all risk associated with the use of, or reliance on, such content rests with the subscriber. Furthermore, the subscriber agrees that Econet shall not be responsible or liable either directly or indirectly, in any way, for any loss damage, or claims of any kind incurred as a result of, or in connection with the subscribers' use of, or reliance on, any such content. Similarly, Econet shall not be held responsible or liable either directly or indirectly in any way for any actions for loss or damage or claims of any kind arising out of breach of intellectual property rights of third parties by the subscribers as they access content over the internet, web pages or sites.

5 DISCLAIMER

- 5.1 The use of Econet Product and/or service is at the subscriber's own risk. The subscriber assumes complete responsibility for, and all risk loss resulting from downloading and/or using the service or any other information obtained from your use of service. In no circumstances whatsoever shall Econet be liable for any damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, loss of business information arising out of subscriber's use or inability to use Econet's service, and the subscriber hereby waive any and all claims with respect thereto, whether based on contract, tort or other ground.
- 5.2 The service is provided on an "as is" To the fullest extent permitted by applicable law, Econet Expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied warranties of merchantability and fitness for a particular purpose.

6 INDEMNIFICATION

The subscriber agrees to defend, indemnify and hold harmless Eco's directors, management, and technician and assigns from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorney fees) caused or arising out of the actions of the subscriber, its employees or agents in connections with this agreement. The subscriber further agrees to provide prompt notice to Econet of any complaints, claims or actions made, threatened or initiated against the subscriber in connection with or as a result of its receipt of service under the agreement.

7 SUSPENSION

Econet may at any time, without notice to the subscriber and in any manner whatsoever suspend its provision of product and/or service to the subscriber in the event that:

- 7.1 Any modification
Maintenance or remedial work is required to be undertaken pertaining to any manner whatsoever to the Econet Network, product or service.
- 7.2 The subscriber fails to perform his obligation or breaches any terms of this agreement.
Further Econet reserves the right to require the subscriber to effect payment on any reconnection charges pursuant to the restoration of services suspended in terms of this clause 10.2.
- 7.3 The subscriber at any time exceeds the credit limit which Econet is its absolute discretion shall set and notify the subscriber of from time to time.

8 MISCELLANEOUS

- 8.1 The terms and conditions may not be assigned, ceded or sold or otherwise transferred to a third party by the subscriber hereto without prior written consent of Econet.
- 8.2 The terms and conditions hereunder shall be governed and construed in accordance with the laws of Zimbabwe.
- 8.3 The venue of the disputed matter and performance under the terms and conditions of this agreement shall be Harare, Zimbabwe.

ECOCASH TERMS AND CONDITIONS

When You complete an application form and open an EcoCash account for Mobile Money Transfers, You must know and fully understand the terms and conditions (Rules) set out in this document. Please read and fully understand each clause set out in these rules. Please note that when You complete and sign the application You agree to abide and be bound by these Rules, together with the general Econet Subscriber Terms and Conditions, in respect of the Mobile Money Transfer (MMT) services.

A WHAT WE MEAN

"Account" means Your EcoCash account administered by Econet.
"Agreement" means the Application form together with these rules, which form a legally binding agreement between You and Us.
"Application form" means the application form issued by a registered Econet Agent. These rules are attached to the application form.
"Cash" means the United States Dollar (USD). Econet will announce if there is a change in currency in use by EcoCash.
"Charges" mean the fee You will pay for using the EcoCash Mobile Money Transfer services.
"Credit" means the transfer of E-money into Your account.
"Debit" means the transfer of E-money out of Your account.
"Customer call centre" means the Econet customer call centre
"Deposit" means the cash Deposit You make at the appointed EcoCash Agent outlet.
"E-money" means the electronic money created and issued by EcoCash which will equate to the deposits.
"ID" means for Zimbabwean nationals a Zimbabwean National Identity card, passport or driver's licence; and passport with a residence and/or work permit for foreigners.
"MSISDN" means Your cellphone's mobile station identification number.
"MVTMS" means the Mobile Value Transfer Management System.
"Outlet/Agent" means each entity registered by EcoCash to fulfil functions of Mobile Money Transfer.
"PIN" means the Personal Identification Number chosen by You.
"Secret password" means the secret password allocated to You upon activation of your account.
"Services" mean the Econet EcoCash Mobile Money Transfer Services to be offered through EcoCash which will enable You to perform transactions.
"SMS" means short message services.
"Start PIN" means the 4 digit PIN allocated to You that you must use to activate Your account and which you will always use when making money transfers through your cell phone.
"Transactions" mean one or more of the transactions listed in clause 4 below.
"USSD" means the Unstructured Supplementary Service Data menu on Your cellphone that lists all the services.
"You/Your/Yourself" means You as the holder of the account.
"We/ Us/Our" means Econet, Bank or any Econet outlet.
"Econet Subscriber" means any prepaid or contract Econet subscriber.

B YOUR ACCOUNT

1 APPLYING FOR AN ACCOUNT

- 1.1 You may open an EcoCash Account provided that You have an Econet line and have completed the form.
- 1.2 You may open an account at any Econet branded shop or Appointed Agency.
- 1.3 To qualify for an account You must:
 - 1.3.1 Be above 16 years of age; and
 - 1.3.2 Complete an application form and give the completed application form to any appointed EcoCash Agent; and
 - 1.3.3 Present Your original ID and copy of it to the Agent; and
 - 1.3.4 Provide all of the details and particulars and documentation required in the Application Form to Econet satisfaction.
- 1.4 Econet reserves the right to refuse to open an account.
- 1.5 You may not have more than 3 (three) EcoCash accounts.

2 ACTIVATING YOUR ACCOUNT

- 2.1 Your account is activated once You fill in the form and provide a copy of Your ID for registration.
- 2.2 Immediately after registering You for the service, You will be provided with a Start PIN which You must use to activate the account by following the instructions on the EcoCash menu.
- 2.3 Once Your account is activated You will (i) be allocated a secret word and (ii) be required to choose a PIN, which will entitle You to use EcoCash services with immediate effect.
- 2.4 You can then buy E-money that will be credited to Your Account by making a cash payment to the Agent, after which You will be able to perform money transfer transactions using Your cellphone.

3. USING YOUR ACCOUNT

- 3.1 If You have an EcoCash account You may transact within limits approved by regulatory authorities from time to time as follows:
 - 3.1.1 Transaction Limit
 - 3.1.2 Daily transactions limit
 - 3.1.3 Monthly Limit
- 3.2 If You attempt to exceed the limit Your account may be viewed with suspicion and suspended or closed as set out in clause 6 below.
- 3.3 You may not operate Your account on behalf of others and You must be and remain the sole owner of all E-money in Your account.
- 3.4 Your account cannot be transferred to another Econet Subscriber under any circumstances.
- 3.5 Your E-money balance does not earn interest.
- 3.6 You undertake not to use Your account to commit any offence under the Zimbabwe law. Should it come to Econet's attention that any such offence has been committed by You your account will be closed or suspended as set out in clause 6.
- 3.7 You shall immediately notify Econet Wireless of any change of personal details that You gave us when You opened Your account and completed the application form.

4 DOING TRANSACTIONS ON YOUR ACCOUNT

- 4.1 You may perform the following EcoCash transactions with us using the following channels:
 - 4.1.1 Exchanging cash for E-money at an appointed EcoCash Agent; and/or
 - 4.1.2 Exchanging E-money for cash (cash withdrawal) at an appointed EcoCash Agent; and/or
 - 4.1.3 Transferring E-money to another registered customer's mobile phone; and/or
 - 4.1.4 Transferring E-money to an unregistered customer, who will only be able to withdraw cash at any EcoCash Agent and/or
 - 4.1.5 Purchasing prepaid airtime using E-Money; and/or
 - 4.1.6 Making payments to merchants when purchasing goods or services; and/or
 - 4.1.7 Paying Bills.
- 4.2 We reserve the right to add more functions from time to time onto the Services and we will notify You of such additional transactions and functionalities through communications channels, such as but not limited to SMS.
- 4.3 When the transaction(s) are processed, Your account shall be debited or credited depending on whether You are depositing or withdrawing.
- 4.4 We will verify and confirm all transactions performed through Your account by sending You an SMS. All reports and records generated by the MVT MS will be proof of the facts contained in such records and reports unless the contrary is proven.
- 4.5 In the event that You do not have enough E-money to enable a transaction and pay the relevant charges, the Transaction will be declined by us.
- 4.6 You are responsible for ensuring that the information You provide when doing transactions is correct. If You provide incorrect information You will have no claim against Econet, Partner Banks or any Econet Agency for any losses or damages you may incur.
- 4.7 Any E-money You have transferred to an unregistered customer that is not claimed within thirty (30) days will be automatically cancelled and an SMS of such a cancellation shall be sent to You. The principal amount of E-money that was not withdrawn will be returned to Your account. However, the original transfer charges levied on the original transaction will not be returned to You.

5 STATEMENTS ON YOUR ACCOUNT

- 5.1 You may obtain a balance on Your account using the "Balance Enquiry" function on the USSD menu. Please note that no printed or electronic statements will be given to You.
- 5.2 Each transaction done by You will be issued with a unique receipt number, via SMS, together with the Transaction confirmation and verification and the latest account balance.
- 5.3 The receipt number sent to You must be kept by You and will be used to track and/or identify all Transactions effected on Your account.

6 CLOSING OR SUSPENSION OF ACCOUNT

- 6.1 We will close Your account upon receiving a written request from you to do so.
- 6.2 We may at any time close the account or restrict access to Your Account without prior notice to you if:
 - 6.2.1 We suspect fraud on Your account or if we are required to do so by law.
 - 6.2.2 We become aware or have reason to believe that Your cellphone, SIM card or Your PIN used in relation to Your account is being or has been or is likely to be used in an unauthorised, unlawful, improper, or fraudulent manner, or for any criminal activities.
- 6.3 We become aware that any of Your registration information (as contained in customer application form) on record is incorrect or incomplete.
 - 6.3.4 We believe that You are in breach of these Rules or are trying to compromise Our system or are interfering with any services provided by Us.
 - 6.3.5 You open or try to open more than 3 accounts.
 - 6.3.6 You have not performed any transaction for a period of ninety (90) days. We will then be entitled at Our discretion to

- 6.4 notify You that we consider Your account as being dormant, and encouraging You to perform transactions through Your Account. Should You not perform transactions for a period of 12 months We may at Our discretion close Your account.
- 6.3.7 You have not performed any transaction for a period of 90 days. We will monitor Your account for a further 90 days, and then be entitled at our discretion to notify You that we consider Your account as being dormant, and encouraging You to perform transactions through your Account. Should You not perform transactions for a period of 6 months We may at Our discretion close Your account.
- 6.3.8 You cease to be an Econet subscriber.
- 6.3.9 You are declared insolvent, bankrupt or die, or issued with a Court order or under and/or a regulation or law that requires Us to do so.
- 6.4 Any credit balances in the account will be repaid under the following circumstances:
 - 6.3.1 upon presenting Yourself in person with satisfactory proof of identity at any outlet or agency.
 - 6.3.2 In the event that You die, to the Executor of Your estate.
- 6.5 We will not be responsible to You for any direct, indirect or consequent or special damages arising from any act or omission by Econet, Partner Banks, or any Econet outlet for which we are responsible whether arising in contract, delict or statute if we close, restrict or suspend Your account in terms of clause 6.

7 SECURITY AND UNAUTHORISED USE

- 7.1 You are at all times responsible for keeping Your Start PIN, PIN and Secret Word safe, including when using it on Your cellphone. Further, You must not tell anyone Your Start Pin or PIN. This includes, but is not limited to, staff of Econet Customer Call Centre, Outlets and their staff, Partner Banks and their staff and the EcoCash Agencies and their staff. You may only tell a Customer Call Centre operator Your Secret Word. It is Your responsibility to keep Your PIN secret. Therefore, we shall presume that any transactions done on your account using your PIN are done by you. For that reason, Econet shall not be liable for any loss suffered by You if your PIN is accessed or used by someone else.
- 7.2 You must tell us immediately by calling the Customer Call Centre, when You discover that Your cellphone and/or SIM card is stolen or lost or you must immediately inform Econet by either calling the Customer Call Centre or visiting an Econet service centre. As soon as possible, after You have notified us that Your Cellphone or SIM card is lost or stolen, we shall suspend Your account for purposes of carrying out an investigation.
- 7.3 Any delay in notifying the Econet Agent will be considered negligence on Your part and neither Econet, Partner Banks nor any Econet Agent shall be liable for any losses incurred or suffered by You should you delay in notifying us of your cellphone and/or SIM card being lost and/or stolen.
- 7.4 You will be responsible for all transactions together with all charges in respect of such transactions made before You blocked your SIM card. You cannot claim this money back from Econet, Partner Banks or any Econet Agency. You indemnify Econet, Partner Banks and the Agency in full against any claims made in respect of such transactions.
- 7.5 Your account will only be reactivated once your SIM has been replaced or after, upon written request from You, Your account has been transferred to a new Econet number.

8 FEES AND CHARGES

- 8.1 You agree to pay the applicable charges to Us for all the transactions You perform on Your account. A list of these charges is available at any Econet outlet or can be accessed by calling the Econet Customer Call Centre or via our website at www.econet.co.zw.
- 8.2 We may, by written notice to You and/or by public notice in a widely read local newspaper, vary future Charges and/or by way of SMS, either in whole or in part, with effect from the date specified in such notice.
- 8.3 Any charges will be deducted directly from Your account on conclusion of each transaction without further notice.
- 8.4 You will pay a SIM card replacement fee if Your SIM is lost, stolen or damaged.

9 LIMITATION OF LIABILITY

- 9.1 Without detracting from any other provisions of this Agreement, We shall not be liable to You for any loss or damage, whether direct or consequential in the event that:
 - 9.1.1 The banking channels, networks, cellphones, internet and/or terminals or supporting networks fail, malfunction, are interrupted, suspended and/or terminated for whatever reason;
 - 9.1.2 such loss or damage suffered by You, whether arising in contract, delict, statute or otherwise, unless it is directly caused by Our gross negligence, or willful default. Default for any such act shall be limited to the amount of the loss that a reasonable person in Your position will have suffered, for the avoidance of doubt; any such loss shall include indirect, special and/or consequential losses and/or damages.
 - 9.1.3 We make no representations and give no warranties of whatsoever nature to and in favour of You, whether express or implied in respect of the services.
 - 9.1.4 In the event that Econet is compelled to change or reassign Your telecommunications numbering to meet any regulatory requirements, or for any other reason, Econet's liability will be limited to retaining Your account and where possible transferring such account to a new MSISDN, failing which any credit balance will be paid to You in cash.

10 CUSTOMER SERVICE

- 10.1 The secret word allocated to You will be used to identify You as being the rightful owner of Your account when making any queries with respect to Your account with the call centre.
- 10.2 You may call the Customer Call Centre on 111 if You want to do any of the following:
 - 10.2.1 Receive a full list of outlets;
 - 10.2.2 Query Your account;
 - 10.2.3 Query any transactions performed through Your account;
 - 10.2.4 Have a problem on Your account;
 - 10.2.5 Lodge a complaint; and/or
 - 10.2.6 Require further information regarding the services.

11 CONFIDENTIALITY

- 11.1 The Parties shall keep all knowledge and information acquired or supplied by each to the other in terms of this agreement confidential, with the following exceptions:
 - 11.1.1 It was in the possession of or known to the receiving party or disclosure thereof by the disclosing party other than pursuant to a breach by the receiving party of its obligation in terms of this clause; or
 - 11.1.2 it is or becomes publicly known otherwise than pursuant to breach of its obligation in terms of this clause by the receiving party; or
 - 11.1.3 the receiving party is required, pursuant to the order of a court of competent jurisdiction or otherwise as authorized by law to disclose such information.
 - 11.1.4 The obligations of the parties in terms of this clause shall survive any termination of this agreement.
 - 11.1.5 You agree that all of Your information including personal information, Your telephone conversation with Our customer call centre, and You transactions will be recorded and stored for record keeping purposes from the date on which your account is closed.

12 APPLICABLE LAW AND JURISDICTION

- 12.1 This agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.
- 12.2 Both You and Us shall comply with all applicable laws and governmental regulations. Neither party is authorised or otherwise expected to take any action in the name of or otherwise on behalf of the other which would violate applicable laws and regulations.
- 12.3 You submit to the jurisdiction of the Magistrates Court in the event of any dispute leading to litigation arising out of matters in terms of this contract or connected thereto, and in any such event, You, if found liable, shall be obliged to pay Us costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged.

13 ADDRESSES FOR NOTICES

- 13.1 The street address that You provided on the application form is regarded as Your chosen address where notices may be sent or delivered, and documents in legal proceedings may be served. You shall be entitled to vary your address upon written notice to the other parties.
- 13.2 The chosen address for Econet for any service of notices or documents in legal proceedings shall be Econet Park, No. 2 Old Mutare Road, Econet Park, Harare, marked for the attention of the Chief Executive Officer.
- 13.3 Any notice given by one party to the other shall be deemed to have been received within the following periods:
 - 13.3.1 Seven days after posting the notice; or
 - 13.3.2 On the same day if the notice is hand-delivered; or
 - 13.3.3 At the same time if the notice is sent by fax.
- 13.4 Notwithstanding anything to the contrary, We shall be entitled to send information to You via SMS to the contact cellphone number provided by You on the application form for the avoidance of doubt, any such SMS messages sent shall be for information purposes only.

14 CHANGES

- 14.1 We may at any time amend these rules and will give You reasonable notice of such amendments;
- 14.2 You may not change any of the rules. However, you are free to bring in your views for our consideration.

15 GENERAL

- 15.1 All copyright trademarks and other intellectual property rights used in connection with the services, the system or contained in Our documents are owned by Econet, Steward Bank or the Econet outlets and you agree that You acquire no rights thereto.
- 15.2 No indulgence, leniency or extension of time, which we may give to You shall in any way prejudice Us from exercising any of this right in the future.
- 15.3 You must immediately tell Us if You are under an administration order, are sequestered or have any other form of legal incapacity.
- 15.4 A certificate signed by any of Our managers (whose appointment need not be proven) as to the amount You owe Us in legal proceedings, be sufficient proof of the facts, unless You can prove it is wrong.

I/We hereby certify that all the information provided is correct. I/We authorise ECONET WIRELESS to use the information contained herein to process the application for a 24-month subscription contract by ECONET WIRELESS, a contract will commence. I/We agree to be legally bound by ECONET WIRELESS Terms and Conditions incorporated below. I/We have been provided with a copy of the said Terms and Conditions and have read and understood the same.

Customer's Signature: _____

Date: _____

Sales/Service Rep's Signature: _____

Date: _____

ZOL FIBRONIKS TERMS AND CONDITIONS

1. TERMS AND CONDITIONS FOR ZOL FIBRONIKS PACKAGES

- 1.0 ZOL Zimbabwe will provide free installation worth \$500 and a free modem worth \$150 which they reserve the right to redeem in the event that I default from paying subscriptions for a period greater than 3months
- 1.1 I am knowingly and willingly signing up to the ZOL Fibroniks Basic Essentials/Family Essentials/ Entertainment/Modern/ Power Pack/ Turbo/ Micro Office/ Small Office/ Office/ Large Office package at the indicated price per month which is billed monthly in advance. In the event of requiring temporary suspension of subscriptions, I acknowledge I will advise ZOL Zimbabwe in advance, in writing, for approved suspensions of a minimum period of 1 month in which pre-billing on the account will be suspended as well.
- 1.2 Should I default or fail to make the prescribed monthly payments on schedule in the absence of written notice to them, ZOL Zimbabwe reserves the right to collect the installed kit and equipment fee in full and/or engage in legal action to recoup the outstanding monies due.
- 1.3 All our services are guided by the full Terms and Conditions and Fair Usage Policy which are available on our website: www.zol.co.zw/my-zol

2. ADDITIONAL TC'S APPLICABLE TO BASIC ESSENTIALS AND FAMILY ESSENTIALS PACKAGES

- 2.1 Activation of the Basic Essentials and Family Essentials packages and downgrading to these two packages from any of the unlimited packages attracts a once off fee of \$49 in addition to the monthly subscriptions of \$39 and \$89 respectively.
- 2.2 The Basic Essentials and Family Essentials packages are a capped volume packages. Priority of volume consumption is base volume (15GB and 30GB respectively) before top up volumes.
- 2.3 Unused volumes from the 15GB and 30GB base packages are not cumulative and do not carry over into the next subscription period. Any remaining balances will be wiped out at the end of the month.
- 2.4 Suspension of main account owing to non-renewal of monthly subscription denies access to top up volumes.
- 2.5 Window periods for the top up packages are as below:

Top Up Volume	Price (\$)	Window Period (Days)
1GB	15	30
2GB	30	60
5GB	70	90
10GB	120	90

3. WI-FI DISCLAIMER

Wi-Fi coverage is unique to every House / Building. ZOL Zimbabwe will use its best efforts to provide useful and reliable Internet service. As a customer you acknowledge that Wi-Fi utilizes public, unlicensed radio-frequency spectrum. As such, Wi-Fi is subject to external interferences, environmental influences, and other factors and variables beyond our reasonable control. Performance and coverage may be affected by,

- 3.1 Transmission and download speed and accuracy;
- 3.2 Network congestion by other devices on your network;
- 3.3 Performance of your computer, tablets PCs, Smartphones and other devices, configuration, and functionality of your Wi-Fi devices and wireless cards (including, but not limited to memory, storage and other limitations);
- 3.4 Physical obstructions and distances between your Wi-Fi Access point and the Wi-Fi network. This may be you building design, construction materials and the distance to intended coverage areas, especially to outdoor areas and detached buildings;
- 3.5 Availability of electric power;
- 3.6 Transmission and equipment limitations, failures, maintenance or repair;
- 3.7 User error.

Wi-Fi may also be interrupted, refused, limited or curtailed for these reasons. We are not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your Wi-Fi device will operate.

In certain circumstances repeaters are required to extend Wi-Fi coverage. Extension of Wi-Fi coverage outside the default coverage of the CPE provided by ZOL Zimbabwe is at customer cost.

I/we have read and understood and do hereby agree to all the clauses set out in this 'Terms and Conditions of Service'. Signed by the duly authorized Representative of:

Name Designation Signature Date.....