



ZOL FAIR USAGE POLICY

JANUARY 2014

ZOL FAIR USAGE POLICY

Any transaction or service that is conducted by or provided by ZOL Zimbabwe (“ZOL”) to you will be subject to the following Fair Usage Policy (the “Policy”), which may be updated by ZOL from time to time without notice to you. You can review the most current version of the Policy at any time on our website www.zol.co.zw on My ZOL section.

In addition, when using particular ZOL owned or operated services, you will be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time on ZOL’s website. All such guidelines or rules are hereby incorporated by reference into the Policy. ZOL, at its discretion, may also offer other services that are governed by a different Fair Usage Policy.

The Service

Currently ZOL provides users with access to various resources and hardware, including, communications tools, news, webmail, search services, chat, voice over internet (VoIP) and weather reports through its network of properties which may be accessed through various medium and/or devices. These and any future additions to the existing services by ZOL shall constitute the "Service".

The Service may include communications from ZOL, such as service announcements, administrative messages and ZOL newsletters that you will not be able to opt out of receiving.

ZOL has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time.

ZOL assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications and/or personal settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service, this may be an additional charge you incur from us for equipment and installation fees.

PERSONAL INFORMATION

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving



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services under the laws of Zimbabwe or other applicable jurisdiction. You also agree that in order to enter into any agreement or sale with ZOL, of whatever nature, you have provided ZOL with information that is true, accurate, current and complete.



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ZOL is concerned about the safety and privacy of all its users, particularly children. Accordingly, as the legal guardian, it is your responsibility to determine whether the Service is appropriate for your child.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password, and an account will be designated to you. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities (including over-usage) that occur under your password and/or account.

You agree to immediately notify ZOL of any unauthorized use of your password or account or any other breach of security; and to ensure that you exit from your account at the end of each session.

ZOL will not be liable for any loss or damage arising from your failure to comply with this section of the Policy.

MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials, whether publicly posted or privately transmitted (the "Content"), are the sole responsibility of the person from whom such Content originated. This means that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

ZOL does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will ZOL be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree not to use the Service to:

1. Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. Harm minors in any way;



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3. Impersonate any person or entity, including, but not limited to, a ZOL official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;



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4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (the "Rights") of any party;
7. Upload, post, email, transmit or otherwise make available any Content which constitutes unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;
8. Upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
10. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
11. Intentionally or unintentionally violate any applicable local, state, national or international law;
12. "Stalk" or otherwise harass another; and/or
13. Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in this Section of the Policy.

ZOL will not be liable for any breaches by you of this Section.

You acknowledge that ZOL has the right to pre-screen, refuse, remove or move any Content that is available via the Service with or without notice.



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You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by ZOL or submitted to ZOL, including without



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limitation information in ZOL Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that ZOL may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Policy; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of ZOL to its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by ZOL and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

INTERNATIONAL USEAGE

Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Zimbabwe or the country in which you reside.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION IN THE SERVICE

ZOL does not claim ownership of Content you submit or make available privately for inclusion on the Service. However, with respect to Content, you submit or make available for inclusion on publicly accessible areas of the Service, you grant ZOL the following worldwide, royalty-free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of ZOL, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service



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solely for the purposes of providing and promoting ZOL in respect of the way such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or ZOL removes such Content from the Service.



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With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or ZOL removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the ZOL network that are intended by ZOL to be available to the general public.

PAYMENT/TERMINATION OF SERVICE

By signing up, you agree to pay for your Internet usage monthly, in advance.

If you do not pay for Internet service provision within 30 days, ZOL reserves the right to disconnect the Service automatically, with or without further notice.

In the event of you being away and therefore unable to use the service for a specific period spanning over a minimum of a month, you must communicate in writing requesting your temporary suspension of the account to avoid continual billing during your absence. Failure to advise in writing makes you liable to pay any outstanding subscriptions that will be billed towards your account during that period.

Tax invoices will only be provided to you once payment has been made.

OVER-USAGE

You acknowledge that any over-usage of the Internet above and beyond that which is agreed between you and ZOL will be charged at prevailing over usage rates stated for the packages where applicable

You will, where possible, receive a usage report from ZOL which shows your Internet usage for a period requested. ZOL reserves the right to set



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quotas (monthly, daily, hourly) that enable the even distribution of shared bandwidth to the entire subscriber base by use of a bandwidth management tool. If you are regularly exceeding your agreed Internet usage limit/ set quotas you will be given the opportunity to upgrade your package.

At the end of each month you will receive a bill for any over-usage where applicable. Payment of this bill should be made within 30 days or the Service may be terminated.

INDEMNITY

You agree to indemnify and hold ZOL and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the



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Service, your breach of the Policy, or your breach of any rights of another in connection with the Service.

NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your ZOL ID), use of the Service, or access to the Service.

THE SERVICE - GENERALLY

You acknowledge that ZOL may establish general practices and limits concerning use of the Service, including, without limitation, the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service; the maximum number of email messages that may be sent from or received by an account on the Service; the maximum size of any email message that may be sent from or received by an account on the Service; the maximum disc space that will be allotted on ZOL's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

You agree that ZOL has no responsibility, or liability, for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that ZOL reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that ZOL reserves the right to modify these general practices and limits from time to time.

ZOL reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ZOL shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION OF THE SERVICE

You agree that ZOL may, under certain circumstances and without prior notice, immediately terminate your ZOL account, any associated email address, and access to the Service.

Cause for termination shall include, but not be limited to: (a) breaches or violations of the Policy or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Service (or any part thereof); (e) unexpected technical or



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security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) non-payment of any fees owed by you in connection with the Services.



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Termination of your ZOL account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service.

You agree that all terminations for cause shall be made at ZOL's sole discretion and that ZOL shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. ZOL has no control over such sites and resources. Accordingly, you acknowledge and agree that ZOL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that ZOL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

You further acknowledge and agree that Content contained in sponsor advertisements or copyrights, trademarks, service marks, patents or other proprietary rights and laws protect information presented to you through the Service or by advertisers, except as expressly authorized by ZOL and/or the relevant advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

DISCLAIMER AND WARRANTIES

You expressly understand and agree that:

1. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. ZOL and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim



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all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.



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2. ZOL and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations; and (v) any errors in the software will be corrected.
3. Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. Overusage (downloading volumes that exceed set quotas) will cause the bandwidth management tool to shape speeds down accordingly for set periods defined in the bandwidth management tool. ZOL will not be accountable for the reduced speeds a user might experience as a result of the shaping.
5. No advice or information, whether oral or written, obtained by you from ZOL or through or from the service shall create any warranty not expressly stated in the Policy.
6. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.
7. No liability shall be incurred by ZOL for any loss, damage or defect of any electrical equipment or hardware whether purchased by you from ZOL, or otherwise, which has been caused by electricity or a power surge.

Limitation of Liability

You expressly understand and agree that ZOL and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special,



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consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ZOL has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service.



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SERVICES RELATING TO FINANCIAL MATTERS

The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. ZOL and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this Policy, there shall be no third-party beneficiaries to this Policy.

NOTICE

ZOL may provide you with notices, including those regarding changes to the Policy, by email, regular mail or postings on the Service.

CONTRACT REFERENCE

The Policy constitutes the entire agreement between you and ZOL and governs your use of the Service, superceding any prior agreements between you and ZOL with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other ZOL services, affiliate services, third-party content or third-party software.

JURISDICTION

The Policy and the relationship between you and ZOL shall be governed by the laws of Zimbabwe, without regard to its conflict of law provisions. You and ZOL agree to submit to the personal and exclusive jurisdiction of the courts.

WAIVER

The failure of ZOL to exercise or enforce any right or provision of the Policy shall not constitute a waiver of such right or provision.

SEVERABILITY OF TERMS

If any provision of the Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Policy shall remain in full force and effect.