

Mobile Application End User License Agreement

This Mobile Application Terms and Conditions or End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Bank of Zambia ("**the Bank**"). This Agreement governs your use of the Bank of Zambia New Banknote Mobile Application. The application that you wish to download and use is referred to as the "**Application**".

BY DOWNLOADING/INSTALLING AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD AND USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. <u>License Grant</u>. Subject to the terms of this Agreement, the Bank grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation.

2. License Restrictions. You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.
- 3. <u>Reservation of Rights</u>. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and

1

subject to all terms, conditions, and restrictions, under this Agreement. The Bank retains its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

- 4. Collection and Use of Your Information. (a) You acknowledge that when you download, install, or use the Application, the Bank may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with the Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through the Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. (b) Notwithstanding the foregoing, the Bank collects data to enhance your experience and enables the Application to provide you with more focused information based on your usage. The data collected is used by the Bank to review, evaluate and improve your experience in order to serve your needs better, and by our application vendor, to improve the Application.
- 5. <u>Updates</u>. The Bank may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Bank has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:
 - (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.
- 6. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that the Bank is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Bank does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

7. Term and Termination.

- (a) The term of Agreement commences when you download/install the Application and will continue in effect until terminated by you or the Bank as set forth in this section.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) The Bank may terminate this Agreement at any time without notice if it ceases to support the Application, which the Bank may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and

conditions of this Agreement.

- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- (e) Termination will not limit any of the Bank's rights or remedies at law or in equity.
- 8. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE BANK, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE BANK PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, **MEET** PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 9. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE BANK OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION FOR:
 - (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
 - (b) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. <u>Indemnification</u>. You agree to indemnify, defend, and hold harmless the Bank and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to

the content you submit or make available through the Application, if any.

- 11. <u>Severability</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 12. <u>Governing Law</u>. This Agreement is governed by and construed in accordance with the laws of Zambia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the courts of Zambia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such court.
- 13. <u>Intellectual Property:</u> All content within the App, including but not limited to text, graphics, images, videos, and software, is the property of the Bank or its licensors and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, or display any content from the App without the prior written consent of the Bank.
- 14. Entire Agreement: This Agreement and our Privacy Policy constitute the entire agreement between you and the Bank with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application. The Bank may however, amend or modify the terms of this Agreement, at its sole discretion, without any notice to you.
- 15. Contact Information: If you have any questions about these Terms, please contact us at:

The General Counsel and Bank Secretary Bank of Zambia Plot 4227 Lusaka Zambia

info@boz.zm

Entire Agreement.

16. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any other terms, the terms of this Agreement shall govern.