

## **TERMS AND CONDITIONS FOR USE OF THE OMZIL DIGITAL CHANNELS**

By completing the USSD/WhatsApp/Facebook/Web or Online/ Mobile App registration process of the application, on your mobile or any internet device, you agree and accept to be bound by the terms and conditions of use set out below. If you do not wish to be bound by these terms and conditions, please terminate the process.

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In this agreement ("terms and conditions"):The following words or expressions have the following meanings:

1.1.1. "OMZIL" means Old Mutual Zimbabwe Limited;

1.1.2. "Application" or "App" or "Channel" means the method and services available from and through OMZIL for communicating data and text with compatible mobile or any internet devices and for receiving advertisements, incentives and other material using the software developed and managed by OMZIL on channels including but not limited to USSD, WhatsApp, Facebook, Web/Online and Mobile App; devices and for receiving advertisements, incentives and other material using the software developed and managed by OMZIL on channels including but not limited to USSD, WhatsApp, Facebook, Web/Online and Mobile App;

1.1.3. Products terms and conditions means the terms and conditions governing the products and services the user, customer or accountholder is accessing via their channel of choice

1.1.4. "Software" means the software and other media, enabling the use of the Application or Channel;

1.1.5. "User", "Customer" or "Accountholder" means any person who accepts installation, completes the registration process and makes use of the software on the OMZIL Digital Platform.

1.2. References to the singular includes the plural and vice versa;

1.3. Links contained in these terms and conditions to other documents should be deemed part of these terms and conditions. Although links may, from time to time, be non-operational, this shall not affect the validity and interpretation of these terms and conditions.

1.4. Clause headings are for convenience and shall not be used in interpreting these terms and conditions.

1.5. These terms and conditions shall be read together with product terms and conditions.

### **2. USAGE**

2.1. Content from the Application or Channel may not be used or exploited by Users for any commercial or non-personal purposes other than transacting or

investing in any of the Old Mutual or CABS products and services without the prior written consent of OMZIL.

2.2. The User is permitted to use the Application or Channel for lawful purposes only. Unauthorised use of the Application or Channel includes posting or transmission of data which violates or infringes OMZIL's or third parties' rights in any way, which is unlawful, defamatory or otherwise objectionable. OMZIL reserves the right to deregister/remove and or institute legal proceedings against the User in the event of unauthorised use of the Application or Channel.

2.3. Although the Application or Channel is provided free of charge by OMZIL, the User recognises that there may be data charges levied by the User's service provider in respect of the use of the application.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1. All intellectual property in respect of the Application or Channel are the property of or are licensed to OMZIL and as such, are protected from infringement by the intellectual property laws and treaties. Subject to the rights licensed to the User herein, OMZIL reserves all other rights to all intellectual property in respect of the Application or Channel.

3.2. No person may amend, copy, use, decompile and / or reverse engineer the source code of the software.

### **4. CHANNEL SERVICE USAGE [USSD | WHATSAPP | FACEBOOK | MOBILE APP | WEB/ONLINE]**

4.1. The use of the App or Channel shall be subject to the Terms and Conditions of the products that the Customer is transacting on using the Channel. The use of the App or Channel shall be subject to the Terms and Conditions of the products that the Customer is transacting on using the Channel.

4.2. Unless otherwise proved on a balance of probabilities, any disclosure or discovery of the account holder's Secure Platform Service's PIN shall be deemed to have been voluntarily made or made with the consent of the account holder and the onus of proof to the contrary shall be on the account holder.

### **5. CHARGES\***

Use of the App or Channel will attract transactional charges as provided for in the OMZIL Business Terms and Conditions .

### **6. ACCOUNT HOLDER LIABILITY**

OMZIL shall be entitled to automatically debit the amount transacted and associated fees on the purchased product or service in line with the approved pricing structure from any transacting account maintained by the Account holder in respect of all transactions initiated or effected by the Account holder using the App or Channel.

### **7. CANCELLATION OF TRANSACTION INSTRUCTION(S)**

7.1. The customer's instruction involving a payment via the App or Channel cannot be cancelled except for forward dated transfers only, as these can be cancelled before the forward date arrives.

7.2. If the customer requests to cancel any instruction, OMZIL will make all reasonable efforts to comply with your request. However, OMZIL shall not be liable for any delays or failure to cancel customer instruction should there be reasons to do so, or should the request be received under circumstances that render OMZIL unable to comply or immediately comply with the request.

## **8. SECURE PLATFORMS SECURITY**

8.1. It is user's responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Secure Platforms Service, and information stored on the mobile device or any internet device the customer is using the App or Channel.

8.2. The customer acknowledges that information transmitted through the internet or any other communication system which includes wireless communication is susceptible to unlawful access, distortion and monitoring and that the customer uses the secure platforms at their own risk.

## **9. INDEMNITY**

9.1. OMZIL shall not be held liable for any loss or damage, direct or indirect, actual or contingent, arising out of the failure or malfunction of the App or Channel, or internet connectivity. Neither shall it be held liable for the failure or malfunction, loss or destruction of any data recorded or retained by means of mobile or any internet device, any delay in effecting any transaction initiated by means of the App or Channel.

9.2. It shall be the sole responsibility of the customer to ensure that his/her mobile or internet device is secure and is optimal for such services, and indemnify OMZIL in respect of any losses arising as a result of delays beyond OMZIL' control in processing of transfers.

9.3. The customer is responsible for the accuracy and completeness of their payment and/or transfer instructions. OMZIL shall not be liable for any loss or damages arising from or caused by inaccurate or incomplete payment or transfer instructions.

9.4. OMZIL shall not be liable for any loss or damages arising from delays in processing transactions as a result of industrial action by any of OMZIL employees, vis major, Act of God or any other cause not wholly under the control of OMZIL.

## **10. REGULATORY COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS**

I confirm that all the funds transferred through this app to and from my account(s) would be funds realised from genuine transactions or otherwise gained as a result of legitimate underlying causes and thus, would be in compliance with Money Laundering and Proceeds of Crime Act [Chapter 9:24]

## **11. CANCELLATION OF SECURE PLATFORMS SERVICE**

You are obliged to advise OMZIL of your intention to cancel your Secure Platforms services in writing. You are obliged to immediately notify OMZIL in writing if You suspect that Your credentials have been compromised. Until OMZIL receives such notification all transactions shall be deemed to have been made by You.

## **12. SUSPENSION OR TERMINATION OF SECURE PLATFORMS SERVICE**

In order to protect OMZIL and the customer, OMZIL shall be entitled to immediately suspend or withdraw all or some of the Secure Platforms Services, if the service is being used contrary to these Terms and Conditions and also if OMZIL has reasonable grounds to believe that the Secure Platform Channel is being used negligently or fraudulently.

## **13. DATA CONSUMPTION**

13.1. The Application or Channel uses the data channel (GPRS) of your mobile device to communicate. Although usage is low, you must be aware that data will be consumed from your airtime. It is highly recommended that a data bundle is purchased with your Network Mobile Operator in order to save on data costs. Data is consumed by performing the following actions (but not limited to): authentication, application start-up, messaging, accessing content, accessing external content via your mobile device's Internet Browser, and contact synchronisation.

13.2. Please also be aware that if you are roaming, you may be subject to higher data pricing and you should check with your Network Mobile Operator/carrier for detailed data pricing.

13.3. These terms and conditions shall be periodically updated from time to time. By continuing to use the service, the customer agrees to be bound by the updated terms and conditions.

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**By Clicking accept the Customer consents to be bound by these terms and conditions as amended from time to time.**

**ACCEPT** – After which user / customer get access to the application and the service.

**DECLINE** - After which the application closes and there will be no further interaction with the user / customer