



MANGWEE PAYMENT SYSTEM

CUSTOMER TERMS AND CONDITIONS

MANGWEE PAYMENT SYSTEM (hereinafter referred to as “**MPS**”) having its registered office at **Plot 5402/M, Los Angels Road, Makeni, Lusaka** and VIRTUAL SPACE LIMITED COMPANY , (hereinafter referred to as “**Virtual Space Limited Company**”), having its registered office at Shop Number 7, Lukind Building, Chachacha Road, Opposite Anti Corruption Commission Building, Lusaka, Zambia jointly offer the “**Mangwee Account**”.

The use of Mangwee Account and Services by the Customer shall be subject to acceptance of the terms and conditions of (“**Mangwee Account**”) as detailed herein below (“**Terms and Conditions**”).

By applying to use Mangwee Services, the Customer acknowledges that the Customer has read, understood and agrees to be bound by these Terms and Conditions.

1. Definitions

- 1.1 **Account Opening Form (AOF)** shall mean the form to be completed in writing by the Applicant and to be submitted along with necessary supporting documents, either online or physically at Agent locations and/or such other locations as may be intimated by MPS and/or Virtual Space Limited Company from time to time, for availing the Mangwee Services.
- 1.2 **Agent/s, Super Agent/s** shall mean the retail agents appointed by MPS and having a shop displaying the requisite brands and logos of Mangwee Services, who shall be acting as agents of the Business Correspondent, to support the enrollment process of an Applicant and to facilitate the transactions.
- 1.3 **Mobile Service Providers** shall mean the telecom service provider and its subsidiaries having the necessary government approvals/ licences, issued by the Ministry of Transport and Communication and Zambia Information and Communications Technology Authority (ZICTA), and who shall provide telecom access service such as, Short Message Service (“**SMS**”), Unstructured Supplementary Service Data (“**USSD**”), General Packet Radio Service (“**GPRS**”) or any other telecommunication protocols to facilitate network communications required for operation of the Mangwee Services and performance of other related transactions and client applications.
- 1.4 **Applicant** shall mean an individual person above the age of 18 (eighteen) years, using an operational mobile phone, who approaches Agent’s locations and/or such other locations as may be stated by MPS/Virtual Space Limited Company from time to time, for availing the Mangwee Services.
- 1.5 **Business Correspondent (BC)** shall mean MPS and wherever applicable, shall include Agents and Super Agents.
- 1.6 **Bill Payment** shall mean the transactions wherein the Customer uses the Mangwee Services to make payments towards utility bills, merchant payments and other such bill payments as may be permitted under the BOZ guidelines by utilizing the Mangwee Account.
- 1.7 **Charges** shall mean all charges pertaining to the Transactions and more particularly specified in clause 5 hereof.
- 1.8 **Customer** shall mean an Applicant who, upon submission of the AOF and upon completion of necessary formalities, is found to be eligible by Virtual Space Limited Company and MPS as per BOZ Guidelines, to avail the Mangwee Services and has opened a Mangwee Account.
- 1.9 **Force Majeure Event** shall have the meaning ascribed to it in clause 14.1 hereof.

- 1.10 **Know Your Customer (KYC)** shall mean the various norms, rules, laws and statutes issued by BOZ from time to time and shall include the Know Your Customer guidelines issued by the BOZ, under which MPS and / or Virtual Space Limited Company are required to procure personal identification details and proof of documents from the Applicant and/ or Customer as may be required at the time of submission of AOF and/or at a later date, for availing and/or continuation of the Mangwee Account and Mangwee Services.
- 1.11 **Merchant/Merchant Establishment** shall mean and include any outlet/service provider who have been authorized by MPS and/or Virtual Space Limited Company to accept payment for goods or services using Mangwee Account.
- 1.12 **Mangwee Account** shall mean a no frills interest bearing account opened in the name of the Customers, issued and maintained by Virtual Space Limited Company for the purpose of ensuring usage of the account as per these Terms and Conditions, in order to enable the Customers to avail the Mangwee Services on their mobile phones or any internet enabled device in compliance with the BOZ Guidelines.
- 1.13 **Transaction PIN** shall mean a secret password that would enable the Customer to secure, access and operate their Mangwee Account.
- 1.14 **“Mangwee Account”** shall mean and include Mangwee Account and Mangwee Account.
- 1.15 **“Mangwee Services”** or **“Services”** shall mean the services offered by MPS and Virtual Space Limited Company by operation of the Mangwee Account and /or the Mangwee Account.
- 1.16 **“Permitted Mangwee Account Services”** shall mean the services that may be offered by MPS to the Customer prior to KYC completion, as may be permitted by BOZ Guidelines from time to time.
- 1.17 **“BOZ”** shall mean the Bank of Zambia.
- 1.18 **“BOZ Guidelines”** shall mean the applicable guidelines, regulations, notifications and instructions issued by BOZ in relation to the issuance and operation of payment system business in Zambia and operation of the Mangwee Account and Mangwee Services and all other guidelines and instructions inclusive of their respective amendments as may be issued and notified by BOZ from time to time including The National Payment Systems Act No. 1 of 2007 & regulations made there under.
- 1.19 **“Threshold Balance”** shall mean such amounts as may be specified by MPS and/or The Central Bank from time to time, over and above which the Customer shall have the option to transfer money from one Mangwee Account to another in terms of Clause 6.3.
- 1.20 **“Transaction/s”** shall mean any credit or debit of money balances in the Customer’s Mangwee Account including but not limited to money transfer payments and receipts, payments for goods and services, utility payments, deposits and withdrawals.
- 1.21 **“Website”** shall mean the website <https://www.mangwee.com> and www.my.mangwee.com which are owned, established and maintained by MPS and Virtual Space Limited Company respectively.

2. Interpretation

- a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b. Words importing any gender include the other gender.
- c. Reference to the Terms and Conditions shall mean and include the Terms and Conditions of Mangwee Payment.
- d. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- e. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

3. General Conditions

3.1 (a) MPS shall operate and issue Mangwee Account and be responsible to the Customers for all its acts of omissions and commissions as regards the Mangwee Account in accordance with these Terms and Conditions.

(b) Mangwee payment system shall be responsible to the Customers for all its acts of omissions and commissions as regards the Mangwee Account in accordance with these Terms and Conditions.

3.2 The Mangwee Services can only be availed by a person who has attained the age of 18 (eighteen) years and is competent to contract.

3.3 To access the Mangwee Services from any Agent location, the Customers are required to only approach the authorized retail agents appointed by MPS and having a shop or any secure trading premises displaying the requisite brands and logos of Mangwee Services.

3.4 The Customer, at the time of submission of the AOF, shall provide such minimum initial deposit amount as may be specified from time to time by MPS and/or Virtual Space Limited Company on the Website and/or notified to the Applicants in writing.

3.5 The Customer shall be provided with only Permitted Mangwee Account Services until the successful completion of KYC in accordance with BOZ Guidelines. Upon successful completion of KYC verification the Customer shall be able to access the Mangwee Services. In the event that the KYC verification of any of the Applicant is rejected by Mangwee payment system, such Applicant shall not be entitled to utilize the Permitted Mangwee Account Services.

3.6 For Transactions conducted at Merchant Establishments and/ or Agent locations, the Customer should ensure receipt of a SMS confirmation of such Transactions.

3.7 The Customer shall promptly inform MPS and/or Virtual Space Limited Company about any changes in his/her permanent or communication address or other relevant KYC details and provide

the supporting KYC document(s) that MPS and/or Virtual Space Limited Company may require from time to time.

3.10 The Customer shall not assign or transfer the Mangwee Account or the Services or otherwise grant any third party a legal or equitable interest over it.

3.11 The Customer grants express authority to MPS and Virtual Space Limited Company for carrying out Transactions and instructions authenticated by providing the Transaction PIN.

3.12 The Customer shall be the sole and exclusive owner of the Transaction PIN and the Customer accepts sole responsibility for use, confidentiality and protection of the Transaction PIN. The Customer shall not disclose the Transaction PIN to any other person and shall not respond to any unauthorized SMS/ e-mail/ phone call in which the Transaction PIN is asked for. MPS and/ or Virtual Space Limited Company shall, in no manner whatsoever, be held responsible or liable, if the Customer incurs any loss as a result of the Transaction PIN being disclosed/ shared by the Customer with any unauthorized persons or in any other manner whereby the security of the Transaction PIN is compromised.

3.13 The Customer must ensure the availability of sufficient funds (including service charges thereon, if any in the Mangwee Account before initiating any Transaction.

3.14 The Customer acknowledges that any information provided to MPS and/or Virtual Space Limited Company with the intention of securing the Mangwee Account shall vest with MPS and/or Virtual Space Limited Company (as the case may be), and may be used by MPS and/or Virtual Space Limited Company, at its discretion, for any purpose consistent with any applicable law or regulation and privacy policy and/or statement displayed on its website.

3.15 Any information submitted by the Customer while using the Mangwee Services may be shared with third parties by MPS and Virtual Space Limited Company, inter- alia, to facilitate the provision of Mangwee Services and any other additional services.

3.16 The Customer shall not use Mangwee Services for any purpose that might be construed as contrary to any applicable law, public policy or for any purpose that is contrary to MPS or Virtual Space Limited Company policy or might prejudice the goodwill of MPS and Virtual Space Limited Company.

3.17 The Customer acknowledges that in accordance with the BOZ guidelines, MPS maintains an escrow account with Virtual Space Limited Company for maintaining the outstanding balances and creation of necessary charge on such balance in the escrow account, as may be required in relation to Mangwee Account in such escrow account. The Customer upon signing of these Terms and Conditions agrees that the Customer shall have no objection in this regard.

3.18 The Customer confirms that he/she holds only one active Mangwee Account and does not hold multiple active Mangwee Account in violation of the applicable laws and regulations.

~~3.19 The Customer shall be responsible for the security of the Transaction PIN and shall not disclose the Transaction PIN to any third party.~~

4. Reservations

4.1 The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and MPS and Virtual Space Limited Company reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.

4.2 MPS and Virtual Space Limited Company reserve the right to discontinue the Services and/or reject the AOF at any time at their sole discretion, if there are discrepancies in the information provided by the Customer and the particulars provided by the Customer in the KYC documents do not match the details mentioned in the AOF. In such cases, MPS and Virtual Space Limited Company reserve the right to take appropriate action as they may deem fit and proper without incurring any liability in any manner whatsoever.

4.3 MPS and Virtual Space Limited Company reserves the right to suspend and/or discontinue the Mangwee Services at any time, without giving prior intimation to the Customer, for any one of the following reasons, including but not limited to:

4.3.1 For any suspected violation of any rules, regulations, orders, directions, notifications issued by BOZ from time to time or for any violation of these Terms and Conditions.

4.3.2 For any discrepancy or suspected discrepancy in the particular(s) or documentation or AOF provided by the Customer.

4.3.3 To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons (more particularly detailed in clause 14.1 herein below) etc.

4.3.4 In order to comply with any applicable laws and regulations.

4.3.5 For any technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any other technical reasons.

4.3.6 For any transmission deficiencies caused by topographical and geographical constraints/limitations.

4.3.7 If the mobile Service Provider's connection with which the Customer's Mangwee Account ceases to be operational.

4.3.8 On account of ineligibility of the Customer under any criteria as mandated by MPS and Virtual Space Limited Company.

However prior to such suspension/ discontinuance of the Mangwee Services, the Customer, at the sole discretion of MPS/ Virtual Space Limited Company, shall be provided with the ability to transfer and/ or utilize the balances lying in the Mangwee Account.

4.4 In the event of occurrence of Transactions that may be construed as dubious or undesirable, MPS and Virtual Space Limited Company reserve the right to freeze operations in such Mangwee Accounts and /or close the Mangwee Account including reporting to authorities as may be required as per applicable regulations and as may be deemed fit and proper.

4.5 In case of network failure or for any other reason beyond the control of MPS and / or Virtual Space Limited Company, there could be delay or failure to complete the Transaction. MPS and/or Virtual Space Limited Company reserves the right to cancel the Transaction in case of any network failure. MPS and Virtual Space Limited Company shall not be responsible for any kind of losses that may occur due to such delay or failure to complete Transactions.

4.6 MPS and/or Virtual Space Limited Company reserve(s) the right to reject the AOF and any documents of the Customer without providing any reason. MPS and/or Virtual Space Limited Company reserve(s) the right to retain such AOF and documents and photographs submitted along with it.

5. Charges

5.1 Usage and operation of the Mangwee Account is subject to payment of service charges prescribed by MPS and Virtual Space Limited Company in the Agent Agreement and as set out on the Website from time to time ("**Charges**"). Charges shall be inclusive of service tax.

5.2 MPS and/or Virtual Space Limited Company have the right to levy Charges including but not limited to, charges on Transaction, periodic maintenance, Mangwee Services etc. in accordance with applicable laws.

5.3 The Customer unconditionally and irrevocably authorizes MPS and / or Virtual Space Limited Company, to debit his / her Mangwee Account from time to time with an equivalent fee and charges applicable for the issue and use of the Mangwee Account as and when required by MPS and/or Virtual Space Limited Company.

6. Mangwee Account

6.1 Customer shall open the Mangwee Account with such minimum amount as may be specified by MPS and / or Virtual Space Limited Company in the Agent Agreement and as set out on the Website from time to time.

6.2 The Customer shall maintain such minimum balance in the Mangwee Account as may be specified from time to time.

6.3 The Customer shall have the option to transfer the balance in the Mangwee Account, over and above the Threshold Balance, to his Mangwee Account, upon due notification in prescribed form.

6.4 In the event, value of the Transactions proposed to be carried out through Mangwee Account is more than the balance lying in the Mangwee Account as the case may be, the transaction shall not be completed.

6.5 Upon failure of KYC verification by Virtual Space Limited Company and/or MPS, the Mangwee Account shall be operative for the prescribed period in accordance with BOZ Guidelines. If the KYC of a Customer is rejected the Customer may continue with Mangwee Account for such period as may be permitted under the BOZ Guidelines. Upon the expiry of such period as may be prescribed under the BOZ Guidelines, MPS, at its sole discretion, shall be entitled to forfeit balances lying in the

Mangwee Account. MPS shall give prior notice in accordance with BOZ Guidelines to the Customer in this regard.

6.6 The Customer shall cease to have access to the Mangwee Account through any access channel e.g. Unstructured Supplementary Service Data (“USSD”), web portal etc. in the event the mobile number provided by the Customer when registering for Mangwee Services is no longer operational.

6.7 Mangwee Services shall be discontinued in the events that:

6.7.1 The Customer’s registered mobile number is not operational for any reason whatsoever

In the event a Customer does not utilize his/her mobile number for a period of 1 year (one year) all balances in the Mangwee Account shall stand forfeited unless the Customer has given instructions to transfer it into a given Mangwee account or bank account.

6.7.2 Upon failure of KYC verification by Virtual Space Limited Company and/or MPS In the event the KYC of the Customer has not been completed, MPS shall notify the Customer in the 10th month from the last operation of the mobile number, to either (i) utilize all balances in his/her Mangwee Account, or (ii) withdraw all aggregate balances in the Mangwee Account from any Agent location by providing acceptable identification proof, within 60 days failing which all balances in the Mangwee Account held by the Customer shall stand automatically forfeited.

6.8 All notices to be issued to the Customers under this Clause shall be deemed to have been sent and received on the basis of delivery confirmation received from a mobile operator or upon confirmation received by any such mode of communication.

6.9 The Transaction and the Transaction limits for the operation of Mangwee Account of the Customers shall be set at the sole discretion of MPS and/ or Virtual Space Limited Company in accordance with the applicable BOZ Guidelines as amended from time to time. Such set Transactions and Transaction limits shall be communicated to the Customers in a manner deemed fit and proper by MPS and/or Virtual Space Limited Company.

7 MPS and/or Virtual Space Limited Company shall send a secret code to the mobile phone of the payee who does not have a Mangwee Account. The said payee shall be entitled to receive cash transferred from a Customer on producing the secret code and providing his/her proof of identity, to the satisfaction of the BC Agent.

8 The Customer confirms and acknowledges that he/she would receive statement of his/her Mangwee Account only upon his request as mentioned on the Virtual Space Limited Company Website. Virtual Space Limited Company may charge a fee for providing physical statement to a Customer.

7. Closure

7.1 Closure of the Mangwee Account

7.1.1 Mangwee payment system reserves the right to close or freeze the Mangwee Account and the services pertaining to the same, after due notice to the Customer for reasons which may include, but not limited to, the following:

- a. In case any of the documents furnished towards identity and address proof are found to be fake/forged/defective;
- b. Improper conduct of the Mangwee Account in terms of volume/type of transactions/any other reasons;
- c. For unsatisfactory conduct of the Mangwee Account.

7.1.2 Upon closure of the Mangwee Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect the balance amount in the Mangwee Account, if any, and till such time the Customer collects such amounts, Mangwee payment system reserves the right to keep such amounts in the holding account without any interest being payable on the same.

7.1.3 At the time of Mangwee Account closure, in case of a request by the Customer to transfer balance amount in his Mangwee Account to any other account of such Customer, the applicable charges for effecting such transfers shall be deducted by Mangwee payment system before the transfer is carried out.

8. Indemnity

8.1 The Customer shall be liable to MPS and Virtual Space Limited Company for losses, expenses or damages and agree to indemnify, defend and hold harmless MPS and Virtual Space Limited Company and /or the Agent harmless from any and all claims, losses, damages, liabilities, costs and expenses, including and without limitation legal fees and expenses arising out of or related to its use or misuse of Mangwee Services, violation of these terms and conditions or any breach of any representations, warranties and covenants made by the Customer.

8.2 The Customer shall indemnify MPS and/or Virtual Space Limited Company against any fraud or any loss or damage suffered by MPS and/or Virtual Space Limited Company due to the failure on the part of the Customer to communicate correct permanent or communication address and/or failure on the part of the Customer to communicate any change/alteration in the said permanent or communication address.

9. Additional Terms

9.1 MPS and/or Virtual Space Limited Company make no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the services, which are not expressly mentioned herein.

9.2 MPS and/or Virtual Space Limited Company shall not be responsible for any acts or omissions of any third party including distributors/retailers/Merchants etc. with regard to services which are not expressly authorized by MPS and/or Virtual Space Limited Company.

9.3 MPS and/or Virtual Space Limited Company shall not be liable to the Customer or any other person for any incorrect information provided by the Customer to MPS and/or Virtual Space Limited Company pertaining to Mangwee Services, any delays, loss of business, profit, revenue or goodwill,

anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential loss, howsoever arising, on account of unavailability/usage of Mangwee Services or otherwise.

9.4 MPS and/or Virtual Space Limited Company shall not be responsible in any way for the products or for any site from any Merchant Establishment from which they are purchased, or for any charges, taxes or other duties relating to the Transactions. The Merchant Establishments are solely responsible for all information in relation to the products, for the products themselves and their supply and sale to the Customer.

9.5 Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that neither MPS nor Virtual Space Limited Company shall be responsible or liable for any deficiency in goods and/or services purchased using Mangwee Account. This exclusion of liability shall apply even for goods and/or services made available by MPS and/or Virtual Space Limited Company under promotional schemes. Customer is instructed to satisfy itself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

9.6 The Terms and Conditions herein shall be subject to the notifications/guidelines issued by BOZ, from time to time.

10. Change of Terms

10.1 MPS and Virtual Space Limited Company shall at their sole discretion alter, modify or amend these Terms and Conditions from time to time and the same shall be updated and displayed by MPS and Virtual Space Limited Company on their Websites.

10.2 MPS and Virtual Space Limited Company may modify, terminate and/or suspend Mangwee Services anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities and/or regulators.

11. Severability

11.1 If any part of these Terms and Conditions are adjudged illegal or inoperable for any reason, the same shall be severed from the remainder of this document and only that portion of this document that is specifically adjudged illegal or inoperable shall cease to govern the relationship between MPS, Virtual Space Limited Company and the Customer.

12. Ownership And Proprietary Rights

12.1 The Customer agrees that he/she shall have no claims/rights of whatsoever nature in the intellectual property rights arising out of and in connection with the Mangwee Account and Services thereto. The Customer further undertakes that he/she shall not attempt to modify, alter, obscure, translate, disassemble, decompile or reverse engineer the software underlying mobile banking or create any derivative product based on the software.

13. Mangwee's Lien And Set-Off

13.1 Virtual Space Limited Company shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in the Mangwee Account of the Customer, to the extent of all amounts payable by the Customer arising as a result of any of Mangwee payment system services extended to and/or used by the Customer or as a result of any other facilities that may be granted by Mangwee Payment System to the Customer. Mangwee Payment System is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to Mangwee payment system, whether actual or contingent, or whether primary or collateral, including without limitation indebtedness under any indemnity given by the Customer to Mangwee Payment System hereunder or under any other document/agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with Mangwee Payment System, notwithstanding that the deposit(s)/balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. Mangwee Payment System's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency or death.

13.2 In addition to Mangwee Payment System's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorises MPS/Virtual Space Limited Company: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of Mangwee Payment System (whether in Zambia or elsewhere); and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of Mangwee Payment System (whether in Zambia or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms and Conditions or for the Customer's account(s) or under the terms of any other facilities that may be granted by Mangwee Payment System to the Customer.

14. Force Majeure

14.1 MPS and/or Virtual Space Limited Company shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "**Force Majeure Event**" means any event due to any cause beyond the reasonable control of MPS and/or Virtual Space Limited Company, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of

government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

14.2 MPS and/or Virtual Space Limited Company shall not be liable for any failure to perform any of its obligations under these terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

15. Dormant Account

15.1 Mangwee Payment System may classify a Mangwee Account as dormant if there are no Customer-induced transactions for 6 (six) months in that account.

15.2 Customer-induced transactions shall mean any credit or debit transactions done by a Customer in the Mangwee Account of the Customer through the following modes:

(a) Cash-in/cash-out at Business Correspondent's location.

(b) Transaction by funds transfer.

(c) Inward/outward Bill Payment.

15.3 Mangwee Payment System may in its sole discretion deny Services and/or Transaction in the Mangwee Account of a Customer, which has been classified as dormant.

16. Bill Payment Request

16.1 The Customer acknowledges that some Bill Payments shall be carried out at-least 4 (four) working days before the actual due date of making payments of the amounts due under the bill. The Customer shall not hold Mangwee Payment System liable for any delay in payments, on part of the Mangwee Payment System, due to technical reasons or otherwise.

16.2 The Customer shall provide complete details of the biller before initiating Bill Payment transaction for the respective biller. The Customer acknowledges that instruction shall be executed on a real time basis. Hence, in the event that the Customer has keyed in wrong details, he shall not be able to give any instruction to Mangwee Payment System to stop the payment from the Mangwee Account and the amount debited from the Mangwee Account shall not be reversed back to the Account.

16.3 The Customer is allowed to make payment as per the processes defined by the biller from time to time. In case the processes as defined by the billers is not compatible with the Services as provided by Mangwee Payment System, the Customer will not be able to make payments to such billers.

17. Termination

The Customer may request for closure of Mangwee Account and Services thereof any time by giving a written notice of at least 15 (fifteen) working days to Mangwee Payment System. The termination

shall take effect on the completion of the fifteenth day. The user will remain responsible for any Transactions made through the Mangwee Account until the time of such termination.

18. Jurisdiction

The laws of Zambia shall govern these terms. In case of any dispute arising out of or in connection with Mangwee Account the Customer shall approach the Bank of Zambia. The Customer hereby agrees that any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Lusaka in Zambia and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Mangwee Payment System may, however, in its absolute discretion, commence any legal action or proceedings arising out of the terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of these terms, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

19. Notices

(i) Notices in respect of the Mangwee Account, the Services and facilities in connection with the Mangwee Account may be given by Mangwee Payment System either through email, SMS or posting a letter to the Customer's address. Virtual Space Limited Company and/or MPS may also give any notice by posting the notice on their Website and the same will be deemed to have been received by the Customer upon its publication on the Website or official Facebook and tweeter pages.

(ii) All notices in connection with the Services or the Mangwee Account by the Customer to Mangwee payment system shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by Mangwee payment system only upon acknowledgment of receipt of the same in writing by Virtual Space Limited Company and/or MPS as the case may be.

VIRTUAL SPACE LIMITED COMPANY,
Address: Shop Number 7, Lukind Building, Chachacha Road,
Opposite Anti Corruption Commission Building,
Lusaka, Zambia.

(iii) Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website, SMS on mobile phone or such other means. Virtual Space Limited Company and/or MPS would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise Virtual Space Limited Company and/or MPS of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

20. By availing the Mangwee Services the Customer accepts all the above mentioned terms and conditions and agrees to abide by the same.