

PREPAID AND POSTPAID VOIP

MASTER SERVICE AGREEMENT

entered into between

Data Control & Systems (1996) (Private) Limited

trading as

Liquid Intelligent Technologies

(Hereinafter referred to as “LIT”)

and

[.....]

(Hereinafter referred to as the “Subscriber”)

on the terms and conditions set out in this document

Liquid Intelligent Technologies	
Signed at:-	_____
Date:-	_____
For and on behalf of Liquid Intelligent Technologies	
Signature	_____
Full Name	_____
Position	_____
By signing above, I warrant that I have been duly authorised to sign this Agreement	
Physical Address	Block B, Stand 45-47, Sam Levy Village Office Park, Piers Road, Borrowdale, Harare Zimbabwe
Postal Address	

Signed at:-	_____
Date:-	_____
For and on behalf of	
Signature	_____
Full Name	_____
Position	_____
By signing above, I warrant that I have been duly authorised to sign this Agreement	
Physical Address	
Postal Address	

1 DEFINITIONS

In this agreement, its schedules and documents attached hereto ("Agreement") unless the context clearly indicates a contrary intention the words herein below defined shall have the meanings assigned to them and similar expressions shall bear corresponding meanings:

- 1.1 **"Acceptable Use Policy"** ('AUP') means LIT's Acceptable Use Policy posted on LIT's website (currently at www.liquid.tech). LIT may change this policy without notice from time to time;
- 1.2 **"Anti- Bribery and Anti-Corruption Laws"** means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in Zimbabwe; the UK Bribery Act; the Prevention and Combating of Corrupt Activities Act, No.12 of 2004, the African Union Convention Against Corruption, 2003 and the United Nations Convention Against Corruption;
- 1.3 **"Competent Authority"** means a Minister, government department or other authority having the power to issue and enforce regulations, orders or other instructions having the force of law in respect of the Services;
- 1.4 **"Charges"** means the connection charges, call charges; Terminal Equipment and accessories hire and/or purchase charges and any other charges pertaining to the provision of the Network services, VOIP and any other services howsoever described by LIT to the Subscriber as detailed in the Tariff schedule from time to time;
- 1.5 **"Connection Charge"** means the charge levied by LIT on the Subscriber in consideration for activating the Subscriber's VoIP service;
- 1.6 **"Data Protection Legislation"** means the provisions of the Cyber and Data Protection Act [Chapter 12:07]; Consumer Protection Act [Chapter 14:14]; Postal and Telecommunications (Subscriber Registration) Regulations, 2014; and the Interception of Communications Act [Chapter 11:20] relating to personal information and any other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal information (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party;
- 1.7 **"Effective Date"** means the date of activation of the VoIP account issued to the Subscriber by LIT;
- 1.8 **"Installation"** means the installation of terminal equipment to the location specified by the Subscriber in an Order Form;
- 1.9 **"LIT"** means Data Control & Systems (1996) (Private) Limited trading as Liquid Intelligent Technologies of Block B, Stand 45-47, Sam Levy Office Park, Piers Road, Borrowdale, Harare, Zimbabwe Tel: + 263 8677 030 000;
- 1.10 **"Monthly Hire Charge"** means the monthly charge levied by LIT in consideration for the Subscribers' access to and use of LIT's VoIP Terminal Equipment and accessories as detailed in the Tariff Schedule from time to time;
- 1.11 **"Monthly Service Charge"** means the monthly service charge levied by LIT in consideration for the Subscriber's access to and use of the VoIP Terminals and Network services, as detailed in the Tariff Schedule from time to time;
- 1.12 **"Network"** means the VOIP network and network components owned and operated by LIT or its affiliates, including points of presence (PoP), but does not include customer premises equipment (modems, routers etc.) unless such customer premises equipment is provided by LIT and leased by Subscriber, or any networks or network equipment not owned or controlled by such network;
- 1.13 **"Order"** means an Order Form placed by the Subscriber on LIT for the provision and/or installation of Terminal Equipment, and/or Network services;

(version 1.3)

- 1.14 **"Prime Rates"** means that rate of interest per annum which is equal to any registered commercial bank's published minimum lending overdraft rate of interest per annum, compounded monthly in arrears charged by such Bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. In the case of dispute as to the rate so payable, a certificate issued by any manager or assistant manager of the said bank shall constitute conclusive proof of the applicable rate and shall be final and binding on the Parties.
- 1.15 **"Personal Information"** as defined in the Cyber and Data Protection Act [Chapter 12:07];
- 1.16 **"Refiling"** means re-origination of calls or Network services, with or without the intention to pay a lower rate for the call or Network services, through the practice of substituting a new calling line identity (CLI) for the call or Network service at any stage in the call or Network services journey so that it appears as if the call or Network service originates from a network that is different from the network on which it actually originated; and "Refile" shall be construed accordingly.
- 1.17 **"Subscriber"** means that Party whose particulars appear overleaf and identified as such on the Order Form;
- 1.18 **"Tariff Schedule"** means that Schedule on which the charges levied by LIT are recorded, as amended from time to time, which Tariff Schedule is available on request from LIT;
- 1.19 **"Terminal Equipment"** means a VoIP Terminal and accessories thereto utilized by the Subscriber to send and/or to receive messages conveyed by Network;
- 1.20 **"Usage Charges"** means the Charges charged by LIT to the Subscriber for recorded usage of the Network services, as published in the Tariff Schedule from time to time.

2 COMMENCEMENT AND TERMINATION

- 2.1 The operation of this Agreement shall commence on the date of activation of the VoIP account issued to the Subscriber by LIT and shall, subject to provisions of clause 8, continue for one (1) year unless terminated by the Subscriber at the end of the initial period or subsequent renewal period on (30) thirty days written notice to LIT. In such an event the Subscriber will be billed by LIT for any outstanding amounts at the end of the month and shall be obligated to effect payment of the amount by the due date. Further, the Subscriber shall ensure all their airtime is used up at the date of termination, failing which it shall be forfeited to LIT.
- 2.2 If at the expiry of the (1) one year either Party does not terminate the same, the Agreement shall automatically be renewed for additional 12 (twelve) month periods and shall continue.
- 2.3 In the event of early termination of the Agreement for whatsoever reason, LIT shall have the right to claim from the Subscriber a pro-rated value of the voucher calculated by using a straight-line reduction of the value of the voucher over the one-year Agreement period. Further, that the Subscriber shall be obliged to effect payment of the amount so claimed by LIT on demand.
- 2.4 In the event of death of the Subscriber, and a death certificate is provided to LIT, the Agreement shall be automatically terminated. Further LIT reserves the right to claim the pro-rated value of the voucher issued to the Subscriber from the Subscriber's estate.
- 2.5 Each VoIP Terminal supplied to the Subscriber in terms of this Agreement shall be governed by the terms and conditions contained herein, provided that if any terminal is supplied to the Subscriber and activated at any time subsequent to the execution of a further agreement between LIT and the Subscriber, which execution occurred subsequent to the execution of this Agreement, then such terminal shall be governed by the terms and conditions of such later agreement.

3 SUPPLY OF MATERIAL EQUIPMENT, SIM CARDS INSTALLATION AND NETWORK SERVICES

- 3.1 The Subscriber may from time-to-time place Orders on LIT for the purchase and/or supply of Terminal Equipment, Installation and Network services.

(version 1.3)

- 3.2 LIT shall utilize its best endeavours to promptly supply and/or deliver and meet installation requirements recorded in any Order Form 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.
- 3.3 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 LIT against any claim or liability suffered by LIT by reason of approvals and authorisations not having been obtained.
- 3.4 Ownership in and to Terminal Equipment supplied and delivered by LIT to the Subscriber is reserved until payment of all amounts to LIT in respect of the same has been effected in full.
- 3.5 All risk in and to Terminal Equipment supplied by LIT to the Subscriber shall pass to the Subscriber on delivery.
- 3.6 If a VoIP Terminal is lost, stolen or damaged, the Subscriber shall immediately notify LIT in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such terminals. LIT shall as soon as reasonably possible, issue and deliver to the Subscriber a replacement terminal 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 terminal and/or the allocation of a new VoIP number, shall in no way be deemed to constitute a termination of the Agreement which shall continue to be in full force and effect.
- 3.7 LIT 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.
- 3.8 The Subscriber hereby warrants and undertakes in favour of LIT that the Subscriber;
 - 3.8.1 shall not use nor allow the Network services to be used for any improper, or unlawful purposes, nor in any way which may cause injury or damage of persons or property or any impairment or interruption to the Network services;
 - 3.8.2 shall use Terminal Equipment approved by LIT and comply with all relevant legislation and regulations imposed by any Competent authority and directives issued by LIT relating to the use of Terminal Equipment, Network services.

4 CHARGES

- 4.1 In consideration for the provision of the Network services, VoIP Terminals and any other services supplied by LIT to the Subscriber, the Subscriber shall effect payment to LIT of the applicable airtime credit per month or as may be determined by LIT from time to time (which may be on a pre-paid or post-paid basis), and whether or not the Network services have been, or are being utilised by the Subscriber, LIT shall utilise its best endeavours to procure that its connection Charges, Monthly Services Charges and call rates payable by the Subscriber at no time exceed the Charges and rates recommended by the Network.
- 4.2 LIT 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.
- 4.3 Unless otherwise agreed to by LIT in writing, the Subscriber shall effect payment to LIT;
 - 4.3.1 for the supply and delivery of VoIP Terminal in full, upon delivery, if the terminal is supplied by LIT; and/or
 - 4.3.2 of the monthly airtime credit per month and any other charges which have accrued including any equipment rental charges as the case may be monthly in advance and in full within seven (7) days from the date of the relevant invoice; and/or
 - 4.3.3 for pre-paid airtime credit per month and/or any other pre-paid charges which have accrued in full at the time of purchase;

(version 1.3)

- 4.3.4 a monthly rental charge per line;
- 4.4 Dishonoured cheques and handling charges shall be for the Subscriber's account and will be reviewed from time to time at the discretion of LIT upon notice to the Subscriber;
- 4.5 Should the Subscriber not fully utilise the monthly airtime credit in any applicable month the balance shall be rolled over to the next month although the Subscriber is still obliged to pay the monthly airtime credit as stated in clause 4.3.2. However, all airtime must be used up by the end of each term of the Agreement and/or at the date of early termination of the Agreement. Further, in the event of renewal of the Agreement, the Subscriber shall be allowed to carry over any remaining airtime credit.
- 4.6 Subscribers who intend to travel for a period of a month or more or who are incapacitated or fall ill for a month or more shall provide LIT with a written request to suspend the service for the duration required for which period LIT shall have to consent to in writing.
- 4.7 Notwithstanding the provisions of clause 4.3, LIT may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.

5 CUSTOMER SERVICE

During the duration of this Agreement, the Subscriber shall have access to LIT's, or its delegated agents, customer service facilities which among other things shall handle Subscriber queries and complaints.

6 SUSPENSION, FRAUD AND REFILING

- 6.1 LIT may at any time, and upon giving notice to the Subscriber where possible, suspend its provision of Network services to the Subscriber:
 - 6.1.1 in the event that any modification, maintenance, remedial or improvement work is required to be undertaken pertaining to any manner whatsoever to the Network services or the Network;
 - 6.1.2 in the event that the Subscriber fails to perform any of his obligations, or breaches any term of this Agreement; and
 - 6.1.3 LIT reserves the right to take a Subscriber off the network if the VoIP is not used for a period exceeding ninety (90) days except where the Subscriber has travelled out of the country or has fallen ill/sick or is hospitalised
 - 6.1.4 to comply with a request or order from a governmental or administrative authority or emergency service;
 - 6.1.5 LIT has a reasonable belief that suspension is necessary to prevent fraud or unauthorised access from taking place;
 - 6.1.6 if the Subscriber fails to pay any outstanding fees within 14 (fourteen) days of the due date. If so, LIT will restore the Network Services as quickly as is reasonably possible, other than in the case of failure by Subscriber to pay any outstanding fees; or
 - 6.1.7 the Network service is used in a manner that violates the AUP or any applicable law or regulation or otherwise exposes LIT to legal liability, whether this use is by Subscriber or any other entity or person using the Network service and whether or not this use is authorized or consented to by Subscriber;
 - 6.1.8 LIT 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 in clause 6.1.2.
- 6.2 The Subscriber is solely responsible for keeping all Subscriber's usernames and passwords secure, strong and confidential at all times. LIT cannot accept any responsibility and shall not be liable for unauthorised calls made on Subscriber's account.
- 6.3 Subscriber shall use its username and password when giving instructions (and LIT is authorised to comply with instructions containing Subscriber's username and password).

(version 1.3)

- 6.4 Subscriber agrees that he/she shall take reasonable steps in respect of matters in Subscriber's control to minimize any risk of security breaches in connection with the Network services and take responsibility for all users of the Network services using Subscriber's username and password.
- 6.5 Subscriber shall notify LIT of any unauthorised access to Subscriber's account which Subscriber believes may affect the overall security of the Network and LIT systems and Subscriber shall comply with LIT's security checks.
- 6.6 Subscriber should always set and use strong passwords, for example, a minimum of 10 (ten) characters, mixed numbers, letters and characters and not easy to guess. Subscriber must be aware of using Subscriber's details on public networks where Subscriber's details may be stored or intercepted and if Subscriber uses any kind of PBX or other VoIP hardware, Subscriber must ensure that its own passwords and those of any extensions are also secure and strong.
- 6.7 The Parties agree that Refiling is prohibited under this Agreement and the Subscriber shall not Refile any call or allow any call to be Refiled.
- 6.8 LIT shall be entitled to inspect the CLI ("Call Line Identification") in respect of any Network services or calls made by the Subscriber in order to determine where (and upon which network) the call originated.
- 6.9 The Subscriber shall not remove or change the CLI and/or disguise the origin of the call.
- 6.10 Any act of Refiling by the Subscriber shall be a material breach of this Agreement and in the event that LIT determines that a call has been Refiled by the Subscriber then LIT shall be entitled to:
 - 6.10.1 charge the Subscriber the cost of the call at the rate applicable to the originating location of the call had the call not been Refiled;
 - 6.10.2 retain any Subscriber prepaid deposits held by LIT;
 - 6.10.3 immediately suspend the services in accordance with clause 6.1.2 or terminate the Agreement in accordance with clause 8.1 and in either instance without notice or providing a refund of any amounts held by LIT;
 - 6.10.4 notify any law enforcement, government or regulatory authorities that the Subscriber has provided communications services without the applicable licenses or regulatory consent;

7 LIMITATION OF LIABILITY

- 7.1 LIT's entire liability to the Subscriber (however arising) under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious, delictual or statutory), tort or delict (including but not limited to negligence), breach of statutory duty or otherwise shall not exceed the total of the fees paid by the Subscriber for the VOIP service in respect of the 12 month period immediately preceding the date on which the liability arises.
- 7.2 Subject to Clause 7.3, neither Party shall be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract, misrepresentation (whether tortious, delictual or statutory), tort or delict (including but not limited to negligence), breach of statutory duty or otherwise):
 - 7.2.1 indirect, incidental, consequential, punitive or special loss or damages whatsoever; or
 - 7.2.2 any loss of profits, advantage, anticipated savings or revenues, business, contracts, goodwill, data or increased cost of operation, or any wasted expenditure (regardless of whether any of these types of loss or damage are direct, indirect or consequential), even if that Party was aware of the possibility that such loss or damage might be incurred by the other Party.
- 7.3 Nothing in this Agreement shall operate so as to exclude or limit the liability of either Party to the other for:
 - 7.3.1 Death or personal injury arising out of negligence; or
 - 7.3.2 For any other liability that cannot be excluded or limited by law.

(version 1.3)

- 7.4 Except as otherwise expressly provided in this Agreement, LIT does not make and hereby disclaims, any and all warranties or conditions, express or implied, including but not limited to any and all warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose.
- 7.5 The Parties agree that the provisions set out in this clause 7 shall survive the termination of the Agreement.

8 BREACH

- 8.1 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 LIT on the due date, then without prejudice to LIT's other rights in terms of this Agreement or the Common Law, LIT 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 LIT rights to seek damages as it may have suffered by reason of such breach or failure. Notwithstanding the foregoing, and pending LIT's election of this clause, LIT shall not be obliged to perform any of its obligations under this Agreement and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this Agreement, whether or not such are then due.
- 8.2 LIT shall be entitled to forthwith without notice, terminate this Agreement in the event that the Subscriber is sequestrated, liquidated or placed under judicial management or administration, whether provisionally or finally, and whether voluntarily or compulsory.
- 8.3 Without detracting from any of the other provisions of this clause, in the event that, in breach of the provisions of clause 2, the Subscriber prematurely terminates this Agreement, alternatively breaches this Agreement, and LIT elects to cancel same, then the Subscriber shall be liable to effect payment to LIT of the Monthly Service Charges and/or the pro- rated value of the voucher issued to the Subscriber and/or any prepayment amounts.

9 SERVICE VARIATIONS

- 9.1 If the Subscriber wishes to make a change, modification, or adjustment to any element of the Service, the following procedure will apply:
 - 9.1.1 Subscriber will forward a change request to LIT, setting out the details of the change request;
 - 9.1.2 LIT will investigate the feasibility, cost implications and impact of the change request on the Services and provide such study to the Subscriber ("Impact Study").
- 9.2 If the Subscriber makes a decision to proceed with the change request after considering the Impact Study, the Subscriber shall give LIT a written instruction to proceed with that change on the basis set out in the Impact Study. That instruction shall be binding on the Parties and this Agreement shall be deemed to be amended accordingly.
- 9.3 If the Parties cannot agree upon the necessary amendments, the change request will not be implemented.

10 DISPUTE RESOLUTION

- 10.1 In the event of any dispute arising between the Parties in terms of this Agreement or any Order Form, the Parties will act in good faith to attempt to settle the dispute through discussions between senior representatives (which shall to the extent reasonably possible include the respective CEO's) of the Parties within 30 (thirty) days of a Party giving the other Party notice of the issue in dispute.
- 10.2 Any Dispute, which cannot be resolved under clause 10.1 above, shall be resolved by either Party referring the matter to a court of competent jurisdiction or for binding arbitration as provided below;
 - 10.2.1 Arbitration shall be conducted by the Commercial Arbitration Centre in Harare unless the Parties agree to the appointment of an independent arbitration provider or unless otherwise agreed between the Parties in writing;

(version 1.3)

- 10.2.2 Arbitration shall be before a single arbitrator chosen by the Parties or in the event that the Parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Chairperson of the Commercial Arbitration Centre in Harare taking into account the provisions of this clause 10 of the Agreement in writing;
- 10.2.3 The arbitrator shall have industry and subject matter background or experience relevant to the nature of the dispute;
- 10.2.4 The arbitrator shall not be entitled to make an award for punitive damages or costs in his/her arbitration award and neither of the Parties will be entitled to withdraw from arbitration proceedings nor to claim at any such arbitration proceedings that they are not bound by the arbitration provision of the Agreement;
- 10.2.5 Each Party shall pay its own fees and expenses with regard to the Arbitration and the Parties shall share equally the fees and expenses of the arbitrator unless and to the extent the rules of any arbitration provider selected allow for the arbitrator to order the fees of the winning Party to be paid by the losing Party. In such case, the losing Party shall pay the fees and expenses of the winning Party, if and as the same may be mandated or apportioned in the discretion of the arbitrator;
- 10.3 The Parties hereby consent and submit to the exclusive jurisdiction of the High Court of Harare, Zimbabwe in any for interim remedies, including injunctive relief, and for the enforcement of the arbitral award arising from or in connection with the Agreement. The Parties agree that any costs awarded with respect to litigation or enforcement in the High Court of Harare, Zimbabwe will be recoverable in accordance with the High Court tariff, determined on an attorney-and own-client scale.

11 INTELLECTUAL PROPERTY

Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.

12 CESSION, ASSIGNMENT AND SUB- CONTRACTING

This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other except that LIT may assign its rights and obligations under this Agreement without the approval of the Subscriber to an Affiliate or to an entity which acquires all or substantially all of the assets of LIT; provided that in no event shall such assignment relieve LIT of its obligations under the Agreement.

13 SEVERABILITY

Each provision of this Agreement is severable from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the Parties will consult with one another in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of the terms of this Agreement. The remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

14 WAIVER

No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

15 DATA PRIVACY

(version 1.3)

- 15.1 Each Party shall comply with the Data Protection Legislation that is applicable to that Party in relation to the processing of personal information in connection with this MSA.
- 15.2 The Subscriber acknowledges that it has read and understood LIT's processing schedule attached hereto as Schedule 1. The Subscriber hereby consents to the processing of its personal information in accordance with the processing schedule and all applicable Data Protection Legislation.
- 15.3 LIT will have in place adequate technical and organisational security measures such as identifying reasonably foreseeable internal and external risks to Personal Information under LIT's possession or control and maintain appropriate safeguards against the identified risks so that the confidentiality of this processing complies with the applicable Data Protection Legislation.
- 15.4 Subscriber will:
 - 15.4.1 comply with, and its acts or omissions will not cause LIT to be in breach of the Data Protection Legislation or other applicable law or regulation as they may be amended from time to time;
 - 15.4.2 obtain adequate consents from its customers and employees, including for transfers of personal information ; and
 - 15.4.3 be responsible for the instructions it may give to LIT regarding the processing of personal information. LIT will act on those instructions as reasonably necessary for the provision of Service.
 - 15.4.4 For the purposes of this clause "personal information" shall have the meaning set out in the applicable Data Protection Legislation.

16 ETHICAL PRACTICE, CONFLICT OF INTEREST, MODERN SLAVERY & ANTI-BRIBERY & CORRUPTION

16.1 Ethical Practice

- 16.1.1 The Parties hereby undertake to perform their obligations and conduct their respective business affairs under this Agreement:
 - 16.1.1.1 ensuring strict compliance with ethical practices applicable to their business (including their Affiliates) as regulated by the laws and acts in the Republic of Zimbabwe or to which the Republic of Zimbabwe has signed or is a signatory. This includes but is not limited to such laws and acts relating to corrupt practices, money laundering, the environment and sustainability; and
 - 16.1.1.2 acting in accordance with the code of ethics, code of conduct, or similar codes/policies as may be made available by either Party on its website;
- 16.1.2 The Subscriber and its employees and personnel shall not donate, offer, gift or make, any financial contributions, payments, remuneration, gratuities, donations or comparable benefits, whether directly or indirectly, to any director, shareholder, employee or any other person or entity associated with LIT, which is intended or may be perceived to be an attempt to influence such person or to otherwise gain an unfair advantage.

16.2 Conflict of interest and Reputational Risk

- 16.2.1 The Subscriber and its employees and personnel shall at all times ensure that it acts in the best interests of LIT by ensuring that any business or personal association which it may have does not involve a conflict of interest of any nature whatsoever with its operations as well as its obligations under and in terms of this Agreement.

(version 1.3)

- 16.2.2 The Subscriber warrants that it shall not conduct itself in a manner which will bring LIT and any director, shareholder, employee or any other person or entity associated with LIT into disrepute. If the Subscriber fails to comply with provisions of this clause 16 and LIT incurs any reputational damage or potential reputational damage, LIT shall immediately terminate (in writing) this Agreement.
- 16.2.3 The Subscriber warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of third parties, that would conflict in any manner or degree with its rights and/or obligations under this Agreement nor would it result in a conflict of interest with LIT and any director, shareholder, employee or any other person or entity associated with LIT.
- 16.2.4 If a conflict of interest arises, as contemplated in clause 16.2.1, the Subscriber shall immediately inform LIT (in writing) of such conflict. If LIT reasonably decides that such conflict is material in nature, then it may terminate this Agreement immediately upon written notice to the Subscriber. Termination shall be effective on receipt of the abovementioned notice by the Subscriber.

16.3 Modern Slavery

- 16.3.1 The Parties hereby warrant that they will not employ, whether directly or indirectly, any human resource that is under 16 (sixteen) years of age, or less than the local minimum employment age, whichever is the higher, in the exercise or execution of their rights and duties under this Agreement. The Parties also warrant to share this commitment with its own employees, partners, sub-contractors and suppliers involved in the provision of Services herein, and to request adherence thereto.
- 16.3.2 Should either Party become aware of any issue which may contravene Section 11 of the Labour Act [Chapter 28:01]; Section 10A of the Children's Act [Chapter 05:06]; Section 54 and 55 of the Constitution of Zimbabwe [Act 1 of 2013] or any other applicable legislation in Zimbabwe, the Party must in writing bring it to the attention of the other Party, without delay.

16.4 Anti-Corruption and Anti-Bribery

- 16.4.1 The Subscriber acknowledges that LIT is subject to the Anti-Corruption and Anti-Bribery Laws and understands its and the LIT's obligations under the applicable Anti-Corruption and Anti-Bribery Laws. The Subscriber warrants to its best knowledge and belief that neither the Subscriber nor any of its directors, employees and/or personnel is or has been subject to the following:
- 16.4.1.1 the target or subject of any criminal investigation involving public corruption or other criminal wrongdoing;
- 16.4.1.2 convicted or charged with any crime involving public corruption.
- 16.4.2 As an ongoing warranty throughout the duration of this Agreement, the Subscriber warrants that it shall not make, or authorise or tolerate to be made, in the performance of this Agreement, any payments, loans or gifts, or promises or offers of payments, loans or gifts, of any money or anything of value, directly or indirectly, to or for the use or benefit of any person the making of which would violate any laws of any Competent Authority.
- 16.4.3 The Subscriber further warrants that neither the Subscriber nor any of its employees, personnel, principals and/or shareholders is an official or employee of any Competent Authority and warrants to notify LIT immediately if this warranty ceases to be accurate.
- 16.4.4 For the duration of this Agreement, the Subscriber shall annually certify its ongoing compliance with its obligations relating to the Anti-Corruption and Anti-Bribery Laws. The Subscriber shall procure that it and its employees, personnel and/or who interact with any Competent Authority on

(version 1.3)

LIT's behalf will participate in anti-bribery and anti-corruption training if so, requested by LIT and ensure compliance with all policies of LIT relating to anti-bribery and anti-corruption.

16.4.5 Without any prejudice to any other rights which LIT may have under this Agreement or by law, if the Subscriber breaches any of the warranties or obligations set forth in this section, then:

- 16.4.5.1 LIT shall have a right of action against the Subscriber for any amount of damages, losses and/or penalties suffered by LIT, or any sanctions imposed by a Competent Authority against LIT for any monetary payment or thing of value made or given by the Subscriber in breach of any of the above-mentioned warranties;
- 16.4.5.2 all obligations by LIT to provide the Services to the Subscriber shall cease immediately and without notice; and
- 16.4.5.3 LIT may, in its sole discretion rescind this Agreement with immediate effect and the Subscriber shall hold harmless and indemnify LIT from any damage or loss, of whatever kind or nature, arising from any transaction in violation of this clause 16.
- 16.4.5.4 The Subscriber shall promptly notify LIT (in writing) of any such contravention to this clause without delay. In the event that the Subscriber fails to comply with the provisions of this clause, such failure shall constitute a breach of this Agreement and LIT shall be entitled to terminate this Agreement on written notice to the Subscriber.

17 APPLICABLE LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.
- 17.2 Both LIT and the Subscriber 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. Subscriber will comply with the AUP.
- 17.3 The Subscriber hereby submits to the jurisdiction of the Zimbabwean Magistrates Court in the event of any dispute leading to litigation arising out of matters in terms of this Agreement or connected thereto, and in any such event, the Subscriber, if found liable, shall be obliged to pay LIT costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged.

18 CONFIDENTIALITY

- 18.1 The Subscriber shall keep all knowledge and information acquired or supplied by LIT in terms of this Agreement confidential. Likewise LIT 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 the prior written consent of the disclosing Party; provided that such information shall not be regarded as confidential if;
 - 18.1.1 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
 - 18.1.2 it is or becomes publicly known otherwise than pursuant to a breach of its obligation in terms of this clause by the receiving Party; or
 - 18.1.3 the receiving Party is required, under the order of a court of competent jurisdiction or otherwise as authorized by law to disclose such information; or
- 18.2 The obligations of the Parties in terms of this clause shall survive any termination of this Agreement.

(version 1.3)

19 NON-TRANSFERABILITY

The VoIP services and all rights accruing from this Agreement shall not be ceded, assigned, sold or otherwise transferred by the Subscriber to any third party without the written consent of LIT.

20 SECURITY DEPOSITS

- 20.1 LIT shall, where applicable, be entitled to charge security deposits 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).
- 20.2 Individual Subscribers shall be obliged 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 LIT in terms of this Agreement.

21 GENERAL

- 21.1 In the event of the Subscriber fails to effect payment of any amount owing by it to LIT on the due date, then without derogating from LIT's rights in terms of clause 7, the Subscriber shall be liable to effect payment of Interest to LIT on the amount owing at the Prime Rate plus 3%, from the due date to date of payment;
- 21.2 All prices and charges set out in this Agreement and/or Tariff Schedule are exclusive of Value Added Tax and any other applicable Tax or Duty, the liability for which shall vest with the Subscriber;
- 21.3 The rights and obligation 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 LIT in terms of this Agreement may be ceded and delegated by it to any other Party to the extent permitted by law, on written notice to the Subscriber.
- 21.4 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 both Parties;
- 21.5 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 LIT.
- 21.6 No indulgence, leniency or extension of time, which LIT may show to the Subscriber, shall in any way prejudice it from exercising any of this right in the future.
- 21.7 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.
- 21.8 The Subscriber, therefore, authorises LIT 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.
- 21.9 The Subscriber, therefore, authorises LIT 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.
- 21.10 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 on the Order Form.
- 21.11 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 Poste Restante.
 - 21.11.1 Any notice given and any payment made by any Party to the other ("the addressee") which 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;

(version 1.3)

21.11.2 Where in terms of this Agreement any communication is required to be in writing the terms “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 hours after time of transmission.

[SCHEDULE 1 TO FOLLOW]

SCHEDULE 1

This Data Processing Schedule ("**Schedule**") to the Agreement shall apply where the provision of services (the "**Services**") by Data Control & Systems (1996) (Private) Limited trading as Liquid Intelligent Technologies (hereinafter referred to as "**LIT**") to you (hereinafter referred to as the "**Subscriber**") involves the processing of Personal Information which is subject to the Data Protection Legislation and LIT acts as Processor on behalf of the Subscriber as the Controller. This Schedule does not apply where LIT is the Controller. In the event of conflict between this Schedule and the Agreement, this Schedule shall control with respect to its subject matter.

1. DEFINITIONS.

Terms not defined herein have the meanings set forth in the Agreement. The following words in this Schedule have the following meanings:

- 1.1. "**Agreement**" means the agreement between the Subscriber and LIT for the provision of the Services to the Subscriber;
- 1.2. "**Controller**" means an entity which, alone or jointly with others, determines the purposes and means of the processing of the Personal Information;
- 1.3. "**Customer**" or "**Subscriber**" means the Party to the Agreement and identified as such on the Order Form;
- 1.4. "**Personal Information**" refers to the definition in the Cyber and Data Protection Act [Chapter 12:07];
- 1.5. "**Personal Information Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise processed under this Schedule;
- 1.6. "**Data Protection Legislation**" means the provisions of the Cyber and Data Protection Act [Chapter 12:07]; Consumer Protection Act [Chapter 14:14]; Postal and Telecommunications (Subscriber Registration) Regulations, 2014; and the Interception of Communications Act [Chapter 11:20] relating to personal information and any other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal information (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party;
- 1.7. "**Order Form**" means the form constituting part of the Agreement and to which this Schedule is attached, through which the Subscriber makes application for Services, setting out the details of the Services requested such as quantities, fees, and charges payable;
- 1.8. "**Processing**" refers to the definition in the Cyber and Data Protection Act [Chapter 12:07];
- 1.9. "**Processor**" means an entity which processes the Personal Information on behalf of the Controller;
- 1.10. "**Sub processor**" means any Processor engaged by LIT for the provision of the Services;

2. PROCESSING OF PERSONAL INFORMATION.

2.1. Roles of the Parties.

LIT may process Personal Information under the Agreement as a Processor acting on behalf of the Subscriber, as the Controller.

2.2. Instructions.

LIT will process Personal Information in accordance with the Subscriber's documented instructions. Subscriber agrees that this Schedule, the Agreement and any subsequent Order Forms, and any configurations by the Subscriber or its authorized users, comprise the Subscriber's complete instructions to LIT regarding the Processing of Personal Information. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. LIT is not responsible for determining if the Subscriber's instructions are compliant with applicable law. However, if LIT is of the opinion that a Subscriber instruction infringes any applicable

Data Protection Legislation, LIT shall notify the Subscriber as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

2.3. Details of Processing.

Details of the subject matter of the Processing, its duration, nature and purpose, and the type of Personal Information and data subjects are as specified in Annex 2.

2.4. Compliance.

The Subscriber and LIT agree to comply with their respective obligations under the Data Protection Legislation applicable to the Personal Information that is Processed in connection with the Services. Subscriber has sole responsibility for complying with the Data Protection Legislation regarding the lawfulness of the Processing of Personal Information prior to disclosing, transferring, or otherwise making available any Personal Information to LIT.

3. SUB PROCESSORS.

3.1. Use of Sub processors.

LIT may use Sub processors with the Subscriber's general or specific written consent. Subscriber agrees that LIT may appoint and use Sub processors to process the Personal Information in connection with the Services. Sub processors may include third parties or any member of the LIT group of companies. Where a Sub processor fails to fulfil its data protection obligations as specified above, LIT shall be liable to the Subscriber for the performance of the Sub processor's obligations.

3.2. List of Sub processors.

LIT will provide a list of Sub processors that it engages to support the provision of the Services upon written request by the Subscriber or as otherwise made available by LIT. If the Subscriber legitimately objects to the addition or removal of a Sub processor on data protection grounds and LIT cannot reasonably accommodate The Subscriber's objection, the parties will discuss the Subscriber's concerns in good faith with a view to resolving the matter.

4. SECURITY.

4.1. Technical and organisational security measures.

Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the Processing, and any other relevant circumstances relating to the Processing of the Personal Information on LIT systems, LIT shall implement appropriate technical and organizational security measures to ensure security, confidentiality, integrity, availability and resilience of processing systems and services involved in the Processing of the Personal Information that are commensurate with the risk in respect of such Personal Information. The parties agree that the technical and organisational security measures described in Annex 1 ("**Information Security Measures**") provide an appropriate level of security for the protection of Personal Information to meet the requirements of this clause. LIT will periodically (i) test and monitor the effectiveness of its safeguards, controls, systems and procedures and (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Personal Information, and ensure these risks are addressed.

4.2. Technical Progress.

The Information Security Measures are subject to technical progress and development, and LIT may modify these provided that such modifications do not degrade the overall security of the Services provided under the Agreement.

4.3. Access.

LIT shall ensure that persons authorized to access the Personal Information (i) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and (ii) access the Personal Information only upon instructions from LIT, unless required to do so by applicable law.

5. PERSONAL INFORMATION BREACH.

LIT will notify the Subscriber without undue delay after becoming aware of a Personal Information Breach in relation to the Services provided by LIT under the Agreement and will use reasonable efforts to assist the Subscriber in mitigating, where possible, the adverse effects of any Personal Information Breach.

6. INTERNATIONAL TRANSFERS.

LIT may, in connection with the provision of the Services, or in the normal course of business, make worldwide transfers of Personal Information to its affiliates and/or Sub processors. When making such transfers, LIT shall ensure appropriate protection is in place to safeguard the Personal Information transferred under or in connection with this Agreement.

7. DELETION OF PERSONAL INFORMATION.

Upon termination of the Services (for any reason) and if requested by the Subscriber in writing, LIT shall, as soon as reasonably practicable, return or delete the Personal Information on LIT systems unless applicable law requires storage of the Personal Information. LIT may defer the deletion of the Personal Information to the extent and for the duration that any Personal Information or copies thereof cannot reasonably and practically be expunged from LIT's systems. For such retention, the provisions of this Schedule shall continue to apply to such Personal Information. LIT reserves the right to charge the Subscriber for any reasonable costs and expenses incurred by LIT in deleting the Personal Information pursuant to this clause.

8. COOPERATION.

8.1. Data Subject Requests.

LIT shall promptly inform the Subscriber of any requests from individuals exercising their data subject rights under the Data Protection Legislation. Subscriber is responsible for responding to such requests. LIT will reasonably assist the Subscriber to respond to data subject requests to the extent that the Subscriber is unable to access the relevant Personal Information in the use of the Services. LIT reserves the right to charge the Subscriber for such assistance if the cost of assisting exceeds a nominal amount.

8.2. Third party requests.

If LIT receives any requests from third parties or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which LIT is subject relating to the Processing of Personal Information under the Agreement, LIT will promptly redirect the request to the Subscriber. LIT will not respond to such requests without the Subscriber's prior authorisation unless legally compelled to do so. LIT will, unless legally prohibited from doing so, inform the Subscriber in advance of making any disclosure of Personal Information and will reasonably co-operate with the Subscriber to limit the scope of such disclosure to what is legally required.

8.3. Privacy Impact Assessment and Prior Consultation.

To the extent required by Data Protection Legislation, LIT shall provide reasonable assistance to the Subscriber to carry out a data protection impact assessment in relation to the Processing of Personal Information undertaken by LIT and/or any required prior consultation(s) with supervisory authorities. LIT reserves the right to charge Subscriber a reasonable fee for the provision of such assistance.

9. DEMONSTRATING COMPLIANCE.

LIT shall, upon reasonable prior written request from the Subscriber (such request to be made in accordance with the terms of the Agreement), provide to Subscriber such information as may be reasonably necessary to demonstrate compliance with LIT's obligations under this Schedule and allow for and contribute to audits, including inspections, conducted by the Subscriber or auditor mandated by the Subscriber.

ANNEX 1: INFORMATION SECURITY MEASURES

LIT takes information security seriously. This information security overview applies to LIT's corporate controls for safeguarding personal information which is processed and transferred amongst LIT group companies. LIT's information security program enables the workforce to understand their responsibilities. Some customer solutions may have alternate safeguards outlined in the statement of work as agreed with each customer.

1. SECURITY PRACTICES

LIT has implemented corporate information security practices and standards that are designed to safeguard the LIT's corporate environment and to address: (1) information security; (2) system and asset management; (3) development; and (4) governance. These practices and standards are approved by the LIT CIO and undergo a formal review on an annual basis.

2. ORGANIZATIONAL SECURITY

- 2.1. It is the responsibility of the individuals across the organization to comply with these practices and standards. To facilitate the corporate adherence to these practices and standards, the function of information security provides:
 - 2.1.1. Strategy and compliance with policies/standards and regulations, awareness and education, risk assessments and management, contract security requirements management, application and infrastructure consulting, assurance testing and drives the security direction of the company;
 - 2.1.2. Security testing, design and implementation of security solutions to enable security controls adoption across the environment;
 - 2.1.3. Security operations of implemented security solutions, the environment and assets, and manage incident response;
 - 2.1.4. Forensic investigations with security operations, legal, data protection and human resources for investigations including eDiscovery and eForensics.

3. ASSET CLASSIFICATION AND CONTROL

- 3.1. LIT's practice is to track and manage physical and logical assets. Examples of the assets that LIT IT might track include:
 - 3.1.1. Information Assets, such as identified databases, disaster recovery plans, business continuity plans, data classification, archived information;
 - 3.1.2. Software Assets, such as identified applications and system software;
 - 3.1.3. Physical Assets, such as identified servers, desktops/laptops, backup/archival tapes, printers and communications equipment.
- 3.2. The assets are classified based on business criticality to determine confidentiality requirements. Industry guidance for handling personal information provides the framework for technical, organizational and physical safeguards. These may include controls such as access management, end point detection and response, document classification and labelling, data loss prevention, encryption, security incident event monitoring and logging, and data destruction.

4. PERSONNEL SECURITY

As part of the employment process, employees undergo a screening process applicable per regional law. LIT's annual compliance training includes a requirement for employees to complete an online course and pass an assessment covering information security and data privacy. The security awareness program may also provide materials specific to certain job functions.

5. PHYSICAL AND ENVIRONMENTAL SECURITY

LIT uses a number of technological and operational approaches in its physical security program in regard to risk mitigation. The security team works closely with each site to determine appropriate measures are in place and continually monitor any changes to the physical infrastructure, business, and known threats. It also monitors best practice measures used by others in the industry and carefully

selects approaches that meet both uniqueness in business practice and expectations of LIT as a whole. LIT balances its approach towards security by considering elements of control that include architecture, operations, and systems.

6. COMMUNICATIONS AND OPERATIONS MANAGEMENT

- 6.1. The IT organization manages changes to the corporate infrastructure, systems and applications through a centralized change management program, which may include, testing, business impact analysis and management approval, where appropriate.
- 6.2. Incident response procedures exist for security and data protection incidents, which may include incident analysis, containment, response, remediation, reporting and the return to normal operations.
- 6.3. To protect against malicious use of assets and malicious software, additional controls may be implemented, based on risk. Such controls may include, but are not limited to, information security practices and standards; restricted access; designated development and test environments; virus detection on servers, desktops and notebooks; virus email attachment scanning; system compliance scans; intrusion prevention monitoring and response; logging and alerting on key events; information handling procedures based on data type, e-commerce application and network security; and system and application vulnerability scanning.

7. ACCESS CONTROLS

- 7.1. Access to corporate systems is restricted, based on procedures to ensure appropriate approvals. To reduce the risk of misuse, intentional or otherwise, access is provided based on segregation of duties and least privileges.
- 7.2. Remote access and wireless computing capabilities are restricted and require that both user and system safeguards are in place.
- 7.3. Specific event logs from key devices and systems are centrally collected and reported on an exceptions basis to enable incident response and forensic investigations.

8. SYSTEM DEVELOPMENT AND MAINTENANCE

Publicly released third party vulnerabilities are reviewed for applicability in the LIT environment. Based on risk to LIT's business and customers, there are pre-determined timeframes for remediation. In addition, vulnerability scanning and assessments are performed on new and key applications and the infrastructure based on risk. Code reviews and scanners are used in the development environment prior to production to proactively detect coding vulnerabilities based on risk. These processes enable proactive identification of vulnerabilities as well as compliance.

9. COMPLIANCE

- 9.1. The information security, legal, privacy and compliance departments work to identify regional laws and regulations applicable to LIT group. These requirements cover areas such as intellectual property of the company and our customers, software licenses, protection of employee and customer personal information, data protection and data handling procedures, trans-border data transmission, financial and operational procedures, regulatory export controls around technology, and forensic requirements.
- 9.2. Mechanisms such as the information security program, internal and external audits/assessments, internal and external legal counsel consultation, internal controls assessment, internal penetration testing and vulnerability assessments, contract management, security awareness, security consulting, policy exception reviews and risk management combine to drive compliance with these requirements.

ANNEX 2: DATA PROCESSING DESCRIPTION

1. SUBJECT MATTER AND DURATION OF THE PROCESSING

The subject matter and duration of the Processing shall be according to the Agreement.

2. PURPOSE OF PROCESSING

Personal Information will be processed for the purpose of provision of services and performance under our services Agreement. The Agreement and the relevant service descriptions set out the specific details and possible additional services.

3. NATURE OF PROCESSING

- 3.1 Billing
- 3.2 Customer support and management
- 3.3 Data storage
- 3.4 Marketing
- 3.5 Customer onboarding, (including credit checking)

4. CATEGORIES OF DATA SUBJECTS

The data subjects are Customers, Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services

5. TYPES OF PERSONAL INFORMATION

The type of Personal Information that may be submitted by the customer are:

- Contact details: which may include name, address, email address, telephone, fax other contact details, emergency contact details, associated local time zone information.
- Customer details: which may include contact details, invoicing and credit related data and other financial details.
- IT systems and operational information: which may include personal identifiers, voice and data traffic usage logs, user ID and password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes).
- Data subjects 'traffic/transmission data.
- Other: Any other Personal Information submitted by Customer to Provider as Customer's Processor.

6. CONTACT DETAILS OF THE PROCESSOR

For data protection queries you can send a query to:

- Your designated contact under your Agreement; or
- Via an email to privacy.zimbabwe@liquid.tech

[END OF DOCUMENT]