

DOT COM ZAMBIA PLC

FINAL FOR PUBLICATION

eToll Account Terms and Conditions

Terms governing eToll Accounts, Cards and related Services

Effective date: 1 October 2026

Version: 2.1

Replaces: Version 2.0, effective 1 August 2026

Acceptance requirement: The Account Holder must actively accept these Terms through the platform or another electronic process provided by DCZ. DCZ records the accepted version, accepting user, Account and date/time of acceptance.

1. About these Terms and acceptance

These eToll Account Terms and Conditions ("Terms") govern access to and use of the eToll website, applications, cards, accounts, payment and related services supplied by Dot Com Zambia PLC ("DCZ", "we", "us" or "our"). They replace the prior eToll account terms from the Effective Date stated above.

The Account Holder agrees to these Terms by actively accepting them through the platform or another electronic acceptance process provided by DCZ. Merely continuing to use the Services does not replace active acceptance. The individual accepting the Terms represents that they have authority to bind the Account Holder. If that authority is absent, the individual may not accept or use the Services on its behalf.

The Services are intended principally for businesses and other organisations operating vehicles in or through Zambia. Drivers and other authorised users act under the Account Holder's control. Mandatory rights that apply to any person who qualifies as a consumer under Zambian law are not excluded.

2. Definitions

"Account" means the customer's eToll account; "Account Holder" means the business, organisation or other person in whose name it is opened; "Authorised User" means a person permitted by the Account Holder to use the Services; "Card" means an eToll card or other credential; "Toll Operator" includes the National Road Fund Agency and any public-private toll operator; "Transaction" means a toll, top-up, adjustment, refund or other entry recorded against an Account; and "Services" means the DCZ eToll platform and related functionality.

3. Account registration and administration

The Account Holder must provide accurate, complete and current information, including its legal name, contact information, authorised administrators and each vehicle's registration number, make, model and toll classification. It must promptly update changes and ensure number plates are lawful, visible and correctly associated with the relevant Card.

The Account Holder controls administrator and user access, must review permissions regularly, and is responsible for acts performed through credentials it has issued or failed to revoke. DCZ may request information reasonably necessary to verify identity, authority, vehicles, transactions, compliance or fraud concerns.

4. Cards, controls and account security

Cards may be capable of use by any person possessing them. The Account Holder must safeguard Cards and credentials, assign each Card only as approved, train drivers, monitor usage, and use available platform controls—including limits, restrictions and blocking—appropriate to its fleet.

The Account Holder controls blocking and unblocking its Cards through the platform in real time and must act immediately if a Card or credential is lost, stolen, compromised or suspected of misuse. It must also notify DCZ promptly through support@dotcomzambia.com or fraud@dotcomzambia.com. The Account Holder cannot use self-service controls to reverse a suspension imposed by DCZ. The Account Holder remains responsible for Transactions made before effective self-service blocking, except to the extent a loss is caused by DCZ's proven fraud, wilful misconduct, negligence or system error.

DCZ Operations may suspend or unsuspend a Card or Account for overdue payments, highly suspicious activity, legal compliance, security or system-integrity reasons. DCZ may decline a Transaction, require additional verification or apply proportionate restrictions while investigating suspected misuse.

5. Permitted use and prohibited conduct

The Services may be used only for lawful toll and fleet-related purposes. No person may:

- share, lend, sell, hire, transfer or use a Card for a vehicle or person not authorised by the Account Holder;
- accept or offer cash, value or another benefit in exchange for processing another vehicle's toll with a Card;
- split, conceal, misdescribe, manipulate or dispute Transactions dishonestly, or seek a refund for a valid authorised toll;
- circumvent limits, security controls, vehicle associations or authentication; probe, disrupt, scrape, reverse engineer or introduce malicious code into the Services;
- submit false information, impersonate another person, infringe rights, or use the Services in breach of law; or
- use the AI feature to generate unlawful, fraudulent, abusive or harmful content, or to attempt to obtain restricted data or instructions.

6. Transactions, toll records and Account balance

When a Card is accepted at a toll point, the applicable toll is recorded and deducted from the Account balance. Toll rates, vehicle classification and plaza records may be supplied or determined by the relevant Toll Operator; DCZ acts as a technology and collection service provider and does not control those underlying toll rules.

Although the Account is intended to be prepaid, delayed posting, offline processing, adjustments or other operational circumstances may produce a negative balance. The Account Holder must promptly restore the Account to a non-negative balance. DCZ may apply later top-ups or credits

to outstanding sums before making funds available for new Transactions and may refuse closure while any amount remains due.

Platform statements and notifications assist reconciliation but do not replace the Account Holder's own controls. A display delay does not extinguish a valid toll or other amount lawfully due.

7. Top-ups and payment processing

Top-ups may be made through payment methods DCZ makes available. A payment is credited only after it is authorised and settled. DCZ may reverse a provisional credit where a payment fails, is reversed, charged back, duplicated or credited in error.

The Account Holder authorises DCZ and its payment providers to process payments and related information. Banks and payment providers may impose separate terms, fees or delays. Unless DCZ expressly states otherwise, amounts are in Zambian Kwacha and include or exclude applicable taxes as shown at payment.

8. Transaction queries, disputes and refunds

The Account Holder should review Transactions promptly and, where reasonably practicable, notify DCZ of a dispute within 30 days after the Transaction date. A notice should identify the Card, vehicle, date, toll point, amount and reason and include available supporting evidence. A notice submitted after 30 days will still be considered where required by law or where the delay is reasonably justified; mandatory consumer rights are not affected.

DCZ will acknowledge a disputed or flagged Transaction within 2 business days and resolve it within 21 business days. DCZ may extend that period once where reasonably necessary by giving written notice before the original period expires, stating the reason and the revised decision date. DCZ may obtain records from Toll Operators and payment providers, temporarily restrict relevant funds, and request further evidence. DCZ may suspend a Card during review only where the Account has overdue payments or the available information indicates highly suspicious activity. Filing a dispute does not suspend payment of undisputed amounts. Refunds or corrections are made only where DCZ or the relevant Toll Operator confirms an error, duplicate charge, failed service, unauthorised Transaction for which DCZ is responsible under these Terms, or another legal basis.

An approved refund may be returned to the original payment method or credited to the Account and will be processed by DCZ within 14 calendar days after approval. A confirmed erroneous charge will be reversed by DCZ within 7 business days. On Account closure, an eligible prepaid balance will be refunded by DCZ within 30 calendar days, net of amounts owed. DCZ may first set off amounts the Account Holder owes. Banks and payment providers may require additional processing time after DCZ processes a refund or reversal. No refund is due merely because an Authorised User acted contrary to the Account Holder's internal instructions.

9. Overdraft (optional short-term buffer)

The overdraft is an optional feature that an Account Holder may enable on a prepaid Account. It is a short-term operational buffer that allows the Account to continue functioning for a limited period if the balance becomes negative. It is not a loan, credit facility or credit agreement, does not create a committed or guaranteed credit limit, and may be declined, varied, suspended or withdrawn by DCZ, including for Accounts with overdue payments or highly suspicious activity.

Where the overdraft feature is enabled, DCZ applies a daily service charge on negative balances, calculated monthly in arrears and worked out as follows. Only the closing balance of the Account at the end of each day is considered. Any day on which the Account closes K10,000 overdrawn or less is excluded, so that it carries no charge and does not count towards the free days described below. Of the days that remain, the first three in each calendar month are free; these need not be consecutive and none carries forward into the following month. From the fourth qualifying day in a calendar month, a service charge of 0.166667% of that day's overdrawn closing balance applies. At the end of the month the qualifying daily charges are added together, and where the monthly total does not exceed K250 no charge is raised.

Account blocking is separate from the calculation of the service charge. An Account that remains in overdraft is paused for new Transactions after 7 consecutive days in overdraft (or earlier where DCZ reasonably specifies), until the Account Holder restores it to a non-negative balance, being the negative balance together with all accrued service charges. Once the Account is restored to a positive balance it is unblocked and electronic tolling may resume. Service charges continue to accrue on any negative balance until the Account is restored, including while the Account is paused. There is no separate monthly fee for the overdraft feature.

Worked example. The illustration below follows a single Account through one month; the figures are for illustration only. The Account closes with a negative balance on six days. The day at K7,500 overdrawn is within the K10,000 threshold and is excluded, and it does not use one of the free days. The next three negative days are the three free days for the month. Only the fourth and fifth qualifying days attract a charge, each calculated on that day's own overdrawn closing balance. The two charges total K350.00, which is above the K250 monthly threshold, so a charge of K350.00 is raised for the month. Had the Account reached only the fourth qualifying day, at a charge of K150.00, the monthly total would fall below K250 and no charge would be raised.

Date	Closing balance	How the day is treated	Charge for the day
3 October	(K7,500)	Within the K10,000 threshold; excluded and does not use a free day	K0.00
8 October	(K40,000)	First qualifying day; free	K0.00
9 October	(K55,000)	Second qualifying day; free	K0.00
15 October	(K25,000)	Third qualifying day; free	K0.00
16 October	(K90,000)	Fourth qualifying day; charged at 0.166667%	K150.00
22 October	(K120,000)	Fifth qualifying day; charged at 0.166667%	K200.00
All other days	Zero or positive	Account funded; no overdraft and no charge	K0.00
Total for the month		Sum of the qualifying daily charges	K350.00

Figures shown in brackets are overdrawn (negative) balances.

Service charges are exclusive of tax, are debited to the Account and shown on Account statements and notifications. The Account Holder can avoid these charges by keeping the Account in a non-negative balance and topping up promptly. DCZ may set off accrued service charges and the negative balance against Account funds or later top-ups before making funds available for new Transactions, and may decline closure while any amount remains due. Mandatory rights that apply to any person who qualifies as a consumer under Zambian law are not excluded, and this clause is read together with the Payment, Refund and Transaction Dispute Policy.

10. Fraud prevention, investigation and recovery

DCZ may monitor patterns and share relevant information with Toll Operators, payment providers, regulators and law-enforcement authorities as permitted by law. Where DCZ reasonably suspects fraud, misuse or material breach, it may preserve evidence, withhold a disputed refund or credit, require verification, and apply proportionate feature or Account restrictions while investigating. DCZ may suspend a Card only for overdue payments, highly suspicious activity, legal compliance, security or system-integrity reasons.

The Account Holder must preserve relevant records and cooperate reasonably. DCZ may recover from the Account Holder: valid tolls and Transactions made with its Cards; refunds, reversals or chargebacks obtained through false or dishonest claims; negative balances; and reasonable, documented investigation, administrative, recovery and legal costs arising from the Account Holder's or its personnel's fraud or material breach, to the extent permitted by law. DCZ may set off those sums against Account funds or pursue other lawful remedies.

Suspected conduct will not be described as a criminal offence unless applicable law supports that conclusion. DCZ may report suspected criminal conduct but does not determine criminal liability.

11. Suspension and termination

The Account Holder may block or unblock its Cards in real time. DCZ Operations may suspend or restrict a Card or Account immediately for overdue payments, highly suspicious activity, legal compliance, security, system integrity or protection of users or Toll Operators. Where practicable, DCZ will give notice and a reasonable opportunity to respond or remedy.

Either party may close an Account by notice, subject to settlement of outstanding Transactions, negative balances and ongoing investigations. DCZ may terminate for material or repeated breach, fraud, illegality, insolvency risk, or failure to cure a remediable breach after reasonable notice. Closure does not affect accrued rights, payment obligations, investigation rights, dispute provisions or clauses intended to survive.

12. eToll AI

The Services include "eToll AI", an automated assistance feature powered by an Anthropic Claude Haiku-class model and hosted through Amazon Web Services infrastructure outside Zambia. AI output may be incomplete, inaccurate, outdated or unsuitable and is provided for general assistance with the eToll Services. It does not replace official toll records, Account information, applicable road requirements, customer-support guidance or human verification.

Users must not enter confidential, sensitive or personal information unless strictly necessary for an approved purpose. Users remain responsible for prompts and for independently checking output before relying on it. Unless DCZ expressly enables and identifies a transactional function in the platform, eToll AI provides informational assistance only and does not bind DCZ, amend an Account, authorise a refund, block or unblock a Card, initiate a payment or conclusively resolve a dispute. Any expressly enabled transactional function remains subject to the platform controls, confirmations and human-review requirements identified by DCZ.

Prompts, outputs and related technical logs may be processed outside Zambia and retained for 12 months. They are not used to train the underlying AI model. DCZ applies data minimisation and appropriate cross-border safeguards as described in the Privacy Notice. Material Account, payment, fraud, blocking and dispute decisions remain subject to human review.

13. Trip, map and informational features

Routes, travel times, toll estimates, maps, alerts and similar information may be approximate, delayed or supplied by third parties. Road, plaza, vehicle and tariff conditions can change. Users must verify material information with official sources, observe road and safety requirements, and exercise independent judgment. These features do not guarantee a route, toll amount, journey time or availability.

14. Data protection and privacy

DCZ processes account, contact, authorised-user, vehicle registration, Card, toll date, amount, payment, device, support, fraud and related usage information in accordance with applicable Zambian data-protection law and the Privacy Notice. Travel through a toll point may reveal location or journey information even where the driver or vehicle owner is not Zambian.

The Account Holder must have a lawful basis to provide personal data relating to drivers, employees, contractors and other persons, must give them appropriate notices, and must keep data accurate. The platform and eToll AI use infrastructure outside Zambia. DCZ will maintain any authorisation required by law for that storage, transfer or access and will implement the applicable contractual, organisational and technical cross-border safeguards, as further described in the Privacy Notice.

15. Intellectual property and licence

DCZ and its licensors retain all rights in the Services, software, interfaces, content, branding, databases and documentation. DCZ grants the Account Holder a limited, revocable, non-exclusive, non-transferable right to use the Services for its internal lawful operations during the Account term. No ownership is transferred.

The Account Holder retains rights in information it supplies and grants DCZ a limited licence to host, process, transmit and use it as necessary to provide, secure, improve and support the Services, comply with law, and exercise rights under these Terms.

16. Service availability and changes

DCZ will use reasonable care and skill in providing the Services but does not promise uninterrupted or error-free availability unless a separate signed service-level agreement states otherwise. Maintenance, communications failures, Toll Operator systems, payment networks, force majeure and security events may affect availability.

DCZ may modify features for security, legal, technical or operational reasons. It will give reasonable notice of a material change that materially reduces core paid functionality where practicable.

17. Warranties and liability

Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability for fraud or wilful misconduct. Subject to that rule, DCZ is not liable for indirect, consequential, special, exemplary or punitive loss, or loss of profit, revenue, business, goodwill or anticipated savings arising from the Services.

DCZ is not responsible for loss caused by the Account Holder's failure to secure Cards or credentials; acts of its personnel; inaccurate vehicle data; valid Toll Operator charges; third-party networks or payment services; reliance on AI, map or estimate outputs; or events beyond DCZ's reasonable control.

To the extent permitted by law, DCZ's aggregate liability arising out of or relating to a claim will not exceed the greater of: (a) the value of the disputed or erroneously charged Transaction or Transactions giving rise to the claim; and (b) the total service fees paid directly to DCZ by the Account Holder during the three months immediately preceding the event giving rise to the claim. This cap does not apply where exclusion or limitation is prohibited by law.

18. Indemnity

The Account Holder will indemnify DCZ against third-party claims and reasonable losses arising from its or its Authorised Users' fraud, unlawful use, breach of these Terms, infringement of rights, or failure to give required notices or obtain authority for personal data, except to the extent caused by DCZ's own breach, negligence, fraud or wilful misconduct. DCZ must give reasonable notice and allow appropriate participation in the defence.

19. Notices and amendments

DCZ may send notices through the platform, to the registered email address, or through another agreed electronic channel. The Account Holder must keep contact details current. Electronic acceptance, records and communications may be used to form and evidence the agreement as permitted by law.

DCZ will give reasonable advance notice of material changes through the platform, registered email address or another agreed electronic channel and will require active re-acceptance before the material changes bind the Account Holder. A change may take effect immediately where reasonably necessary to comply with law or address an urgent security or fraud risk, with notice given as soon as practicable. If an Account Holder rejects a material change, it must stop using the affected Services and may close the Account, subject to outstanding obligations.

20. Complaints and dispute resolution

A party must first notify the other in writing and allow the appropriate operational representatives to attempt good-faith resolution. If unresolved within 15 business days after sufficient details are supplied, the dispute must be escalated to senior management for a further 10 business days.

A commercial dispute not resolved internally shall be finally resolved by arbitration seated in Lusaka, Zambia, conducted in English under the Arbitration Act No. 19 of 2000 and the CIArb Arbitration Rules, before one arbitrator appointed in accordance with those Rules. The parties may request assistance from the Chartered Institute of Arbitrators, Zambia Branch, where it is able to provide the relevant appointment or administrative service. Either party may seek urgent interim or conservatory relief from a court of competent jurisdiction. A consumer may pursue a small or statutory claim in a court or other forum available under mandatory law, and nothing limits a regulator's jurisdiction or any non-waivable statutory remedy.

21. General

These Terms are governed by the laws of the Republic of Zambia. If a provision is invalid or unenforceable, it will be limited or severed without affecting the remainder. Delay in enforcement

is not a waiver. The Account Holder may not assign its rights without DCZ's prior written consent; DCZ may assign to an affiliate or successor that assumes the relevant obligations. Neither party is liable for delay caused by events beyond reasonable control, except for accrued payment obligations.

These Terms, including any Schedule to these Terms (such as the Client API Terms of Use at Schedule 1), the Privacy Notice, the Payment, Refund and Transaction Dispute Policy, the Fraud Awareness and Response Protocol, and any signed service order constitute the agreement for the Services. If documents conflict, a signed service order prevails, followed by these Terms, then any Schedule to these Terms, then the policies, unless mandatory law requires otherwise; a Schedule nevertheless governs a matter that expressly and specifically concerns its subject.

22. Contact

Registered office: Plot 22854, Off Leopard's Hill Road, Ibex, Lusaka.

Support: support@dotcomzambia.com or +260 773 062 261.

Privacy and data-protection enquiries: privacy@dotcomzambia.com.

Suspected fraud: fraud@dotcomzambia.com.

Complaints: complaints@dotcomzambia.com.

Schedule 1: Client API Terms of Use

Supplement to the eToll Account Terms and Conditions

Effective date: 1 August 2026

Version: 1.0

Applies to: Business customers issued or permitted to use an eToll API key

Status: This Schedule forms part of the eToll Account Terms and Conditions and must be actively accepted before an API key is issued or activated.

1. Application, incorporation and acceptance

This Client API Terms of Use Schedule ("Schedule") governs the Account Holder's access to and use of any application programming interface, credentials, documentation, sandbox, data feed or related integration made available by Dot Com Zambia PLC ("DCZ") for the eToll Services (collectively, the "API"). Capitalised terms not defined in this Schedule have the meanings given in the eToll Account Terms and Conditions ("Terms").

This Schedule forms part of the Terms. Before an API key is issued or activated, the Account Holder must actively accept this Schedule through clickwrap, written acceptance or another affirmative electronic process provided by DCZ. Use of an API key alone does not replace active acceptance. The person accepting represents that they have authority to bind the Account Holder.

The Terms, including their provisions on payment, disputes, privacy, intellectual property, suspension, liability, governing law and arbitration, apply to API use. If this Schedule conflicts with the Terms, the Terms prevail, except that this Schedule governs a matter expressly and specifically concerning the API. A separate signed service order or service-level agreement prevails to the extent of an express conflict.

2. Permitted use and integration responsibility

DCZ grants the Account Holder a limited, revocable, non-exclusive, non-transferable right to use the API during the Account term solely for its internal lawful fleet, toll, reconciliation and account-administration purposes, and only in accordance with the Terms, this Schedule and DCZ's published technical documentation.

The Account Holder is responsible for its integration, systems, configurations, mapping logic, downstream processing and users. It must test changes appropriately, maintain reasonable business-continuity and reconciliation controls, and ensure that its use of API data complies with applicable law and the rights of drivers, employees and other persons.

In addition, the Account Holder must not:

- sell, sublicense, disclose or provide the API or API data to an unauthorised third party;
- scrape, probe, reverse engineer, bypass authentication, defeat rate limits or interfere with the API or Services;
- use the API for unlawful, fraudulent, competitive intelligence, surveillance or unrelated commercial purposes; or
- alter, conceal or misrepresent API data or its source in a manner likely to mislead another person.

3. API data, timing and reconciliation

API data is provided on an “as is” and “as available” basis. Data may be delayed, cached, duplicated, incomplete, temporarily inconsistent or affected by synchronisation timing, offline processing, maintenance, Toll Operator records, third-party networks or other operational circumstances.

A temporary difference between API data and the platform, a statement, a Toll Operator record or another system is not, by itself, evidence that a Transaction or balance is incorrect. A valid toll or amount due is not extinguished by delayed display, caching, synchronisation or transmission.

The Account Holder must independently validate and regularly reconcile API data against the platform, statements, its own records and, where appropriate, official Toll Operator records. It must not rely solely on API data for customer billing, payment, credit, compliance, safety or another material downstream decision. The Account Holder remains responsible for the accuracy and lawfulness of its own billing and decisions.

4. API commands and action confirmations

Where the API permits an action, including blocking or unblocking a Card, changing a control or submitting another instruction, the action is effective only when DCZ returns a successful completion response or the resulting status is confirmed through the platform or another authoritative DCZ record. A receipt, queued response, timeout, connection failure or other ambiguous response does not by itself confirm completion.

The Account Holder must verify the current status before retrying a failed, timed-out or ambiguous request and must implement reasonable idempotency, duplicate-prevention and response-handling controls. It is responsible for duplicate or conflicting instructions caused by its integration, except to the extent caused by DCZ's proven fraud, wilful misconduct, negligence or system error. If an urgent blocking request cannot be confirmed through the API, the Account Holder must use an available platform control or promptly contact DCZ support.

5. Queries, correction and remedies

The Account Holder must raise a suspected API data error through the transaction-query and dispute process in the Terms and the Payment, Refund and Transaction Dispute Policy, providing the relevant Account, Card, vehicle, endpoint, request time, response or correlation identifier and supporting records reasonably available.

DCZ may investigate by comparing platform, API, Toll Operator and payment records. A transient variance arising from synchronisation timing will be addressed through the ordinary reconciliation process and is not treated as a confirmed error unless the authoritative records establish one.

For a genuine API data error, the correction and dispute process under the Terms is the Account Holder's remedy, subject to mandatory law and the exclusions and aggregate liability cap in the Terms. This does not exclude liability that cannot lawfully be excluded.

6. Availability, changes and rate limits

DCZ does not guarantee that the API will be uninterrupted, continuously available, error-free or compatible with every customer system unless a separate signed service-level agreement expressly states otherwise.

DCZ may maintain, modify, version, deprecate or replace API endpoints, authentication methods, fields or documentation for security, legal, technical or operational reasons. Where practicable, DCZ will give reasonable notice of a material change or deprecation that materially affects an active integration.

The Account Holder must comply with published request, concurrency, payload and other rate limits and must implement reasonable retry, timeout, caching and error-handling controls. DCZ may throttle requests that exceed those limits or threaten availability, security or integrity.

7. API-key and system security

The Account Holder must keep every API key, secret, token and related credential confidential; restrict access on a least-privilege basis; store credentials securely; rotate or revoke them when personnel, systems or risks change; and never embed them in publicly accessible code, logs or repositories.

The Account Holder is responsible for activity authenticated with its API credentials as activity under its Account, except to the extent caused by DCZ's proven fraud, wilful misconduct, negligence or system error. It must notify DCZ immediately at support@dotcomzambia.com and fraud@dotcomzambia.com of suspected compromise, unauthorised access or abnormal activity and must promptly revoke or rotate affected credentials where the available controls permit.

The Account Holder must maintain reasonable technical and organisational safeguards for systems connecting to the API and for personal or confidential data obtained through it.

8. Suspension and revocation

DCZ may throttle, suspend or revoke API access where reasonably necessary because of misuse, material breach, overdue payment, excessive requests, suspected credential compromise, highly suspicious activity, legal compliance, or a threat to the security, availability or integrity of the API, Services, Toll Operators or users.

Where practicable, DCZ will give notice and a reasonable opportunity to remedy a remediable issue. Immediate action may be taken where delay could increase security, integrity, fraud, legal or operational risk. Suspension of API access does not necessarily suspend the Account or invalidate Transactions already incurred.

9. Support, records and survival

API support requests should be sent to support@dotcomzambia.com with sufficient technical detail to reproduce or investigate the issue. The Account Holder must keep appropriate request, response, reconciliation and access records, subject to applicable privacy and retention requirements.

Clauses concerning data reconciliation, security incidents, accrued payment obligations, intellectual property, liability, disputes and any provision intended by its nature to survive remain effective after API access ends.