

EXMILE TECHNOLOGIES LIMITED

TERMS AND CONDITIONS

PUBLISH DATE: JUNE 2026

These Terms and Conditions govern the use of services provided by EXMILE TECHNOLOGIES LIMITED, a company duly incorporated under the Companies Act, Chapter 388 of the Laws of Zambia, with its registered office in Lusaka, Zambia ('eXmile Zambia', 'we', 'us', or 'our'). By accessing or using our services or website, you agree to comply with and be bound by these Terms and Conditions and our Privacy Policy.

1. DEFINITIONS

1.1 “Agreement” means these Terms and Conditions as may be amended from time to time.

1.2 “Effective Date” means the date on which eXmile Zambia grants you access to the Service.

1.3 “Personal Information” refers to information relating to an identifiable natural or legal person, as defined under the Data Protection Act, 2021.

1.4 “Privacy Policy” means the policy governing how eXmile Zambia processes Personal Information, accessible via www.exmile.co.za

1.5 “Service(s)” refers to Wi-Fi, network management, Internet access, or any other electronic communication services provided by eXmile Zambia.

1.6 “User” or “You” means any person or entity accessing or using the Service.

1.7 “Website” means www.exmile.co.za or any related online platform owned and operated by eXmile Zambia.

1.8 “ZICTA” means the Zambia Information and Communications Technology Authority.

2. GENERAL CONDITIONS OF USE AND ACCESS

2.1 eXmile Zambia grants you access to the Service subject to these Terms and Conditions.

2.2 You shall not misuse or attempt to gain unauthorized access to the Service or any part of our systems.

2.3 The Service is used voluntarily and entirely at your own risk.

2.4 You shall not use the Service in any manner that violates any Zambian law or regulation, including the Cyber Security and Cyber Crimes Act, 2021.

2.5 eXmile Zambia provides the Service on an “as is” and “as available” basis, and disclaims any warranties not expressly stated herein.

3. PERSONAL INFORMATION AND DATA PROTECTION

3.1 eXmile Zambia collects and processes Personal Information in accordance with the Data Protection Act, 2021, and related regulations issued by the Office of the Data Protection Commissioner.

3.2 Users have the right to access, rectify, erase, or restrict processing of their Personal Information by contacting popia@exmile.co.za.

3.3 Users may withdraw consent at any time without affecting the lawfulness of prior processing.

3.4 eXmile Zambia may share Personal Information with authorised third parties only where required by law or necessary for the provision of the Service.

3.5 Users have the right to lodge a complaint with the Data Protection Commissioner under section 57 of the Data Protection Act, 2021.

4. GOVERNING LAW AND DISPUTE RESOLUTION

4.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of Zambia.

4.2 Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in Lusaka, Zambia, in accordance with the Arbitration Act, 2000, before a single arbitrator appointed by mutual agreement or, failing such agreement, by the Arbitration Association of Zambia.

4.3 The decision of the arbitrator shall be final and binding.

5. COMPLIANCE AND LIABILITY

5.1 eXmile Zambia complies with the ZICTA regulatory framework and all relevant ICT regulations.

5.2 The User agrees to indemnify and hold eXmile Zambia harmless against any losses or damages arising from misuse of the Service or breach of these Terms.

5.3 eXmile Zambia shall not be liable for any indirect, consequential, or incidental damages resulting from the use or inability to use the Service.

6. TERMINATION

6.1 You may terminate this Agreement by ceasing to use the Service.

6.2 eXmile Zambia may suspend or terminate access to the Service without notice where there is a breach of these Terms or any applicable law.

6.3 Upon termination, all rights granted to the User shall immediately cease.

7. CONTACT INFORMATION

For any questions or concerns regarding these Terms or the Service, please contact us at:

info@exmile.co.zm | +260 77 026 9687

Physical Address:

1504 Mungulube Road

Northmead

Lusaka, 00260

Zambia