DOT COM ZAMBIA PLC

FINAL FOR PUBLICATION

eToll Account Terms and Conditions

Terms governing eToll Accounts, Cards and related Services

Effective date: 1 August 2026
Version: 2.0
Replaces: Terms effective 1 January 2025

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 and the Account is in a negative balance, DCZ applies a service charge of 0.0164% of the negative balance for each day the Account remains in overdraft. The charge is a flat daily service charge on the negative amount outstanding at the applicable daily cut-off, is not compounded, and applies for a maximum of 7 consecutive days. After 7 days in overdraft (or earlier where DCZ reasonably specifies), the Account is paused for new Transactions until the Account Holder restores it to a non-negative balance, being the negative balance together with all accrued service charges. There is no separate monthly fee for the overdraft feature.

Worked example: a negative balance of K100,000 held for the full 7 days incurs total service charges of K1,150.66 (K164.38per day). Restoring the Account to a non-negative balance on any earlier day stops further daily charges; charges already accrued remain payable.

Service charges 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, the Privacy Notice, Payment, Refund and Transaction Dispute Policy, 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 the policies, unless mandatory law requires otherwise.

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.