

GENERAL TERMS AND CONDITIONS

This website is owned and operated by ChildFund Zambia (“ChildFund Zambia”, “ChildFund” “we,” “us” or “our”). ChildFund Zambia provides this website, including all information, software and services available from this website, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices described herein. Your use of the website constitutes your agreement to all such terms, conditions, policies and notices. The use of this website is intended for a worldwide audience.

Your Use of the Website

This website is for your personal and non-commercial use. As a condition to your use of the website, you warrant to ChildFund Zambia that you will not use the website for any purpose that is unlawful or prohibited by these General Terms and Conditions.

Privacy Policy

You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of information as described in the ChildFund Zambia Privacy Notice located at <https://childfundzambia/Privacy-Notice> and incorporated herein as such notice may be amended by ChildFund Zambia in its sole discretion from time to time.

Accuracy, Completeness and Timeliness of Information on the Website

We strive to provide accurate information on our website. We are not responsible, however, if information we make available on this website is not accurate, complete, or current. The materials on this website are provided for general information only and should not be relied upon or used as the basis for making any decisions without consulting primary or more accurate, more complete or more timely sources of information. Any reliance on the materials on this website will be at your own risk. This website may contain certain historical information. Historical information is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on the website. You agree that it is your responsibility to monitor changes to the website.

Use of Materials From the Website

Except where explicitly stated otherwise, this website and all of its content (including but not limited to software, files, graphics and data) are the property of and owned by ChildFund Zambia and/or its affiliates, suppliers or licensors and are protected by copyright, trademark and the laws of Zambia and other laws of the other relevant countries. You may display and electronically copy, download and print hard-copy versions of the materials contained on the website for your personal and noncommercial use, provided that you do not modify or delete any copyright, trademark or other proprietary notice that appears on the materials you copy, download or print. When you display, copy, download or print any

materials on or from the website, they are provided to you by ChildFund Zambia and/or its affiliates, suppliers or licensors under a license that is revocable at will by ChildFund Zambia. ChildFund Zambia and/or its affiliates, suppliers or licensors retain complete title to the materials and to any and all of the associated intellectual property rights. Any other use of the materials on the website, including but not limited to the modification, distribution, transmission, performance, broadcast, reproduction, publication, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any materials, information, software, products or services obtained from the website, without the prior written permission of ChildFund Zambia, is expressly prohibited. Requests for permission to undertake any of these activities should be mailed to:

ChildFund Zambia
Attn:
Communications
ChildFund Zambia
Plot 9158, Lunsemfwa Road Kalundu
Lusaka.

Your use of any software available on this website is governed by the terms of the End User License Agreement, if any, that accompanies or is included with the software. You may not install or use any software without first agreeing to the terms of such End User License Agreement. For any software not accompanied by an End User License Agreement, ChildFund Zambia hereby grants to you a limited, personal, nontransferable, revocable license (to the object code only) to use the software for viewing and other personal, non-commercial purposes within the scope of use of such software anticipated by ChildFund Zambia in accordance with these General Terms and Conditions, and for no other purpose. Any such software is provided to you subject to the warranties, if any, disclaimer of warranties and limitations of liability set forth in these General Terms and Conditions. You must terminate your use of any such software in the event that your access to this website is terminated by ChildFund Zambia.

Materials You Submit

The website may contain features and functionality permitting you to publish, upload, post, display or otherwise submit (collectively, "Publish") certain information, comments and other content that may be viewed by us, the general public and other users of the website. You are responsible for any information, comments or other content published by you or any person using your computer. You agree not to Publish any information, comments or other data that is or may reasonably be considered libelous, defamatory, misleading, obscene, threatening, invasive of privacy or publicity rights, infringing or misappropriating of intellectual property rights, abusive, illegal or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law, or consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false email address, impersonate any person or entity or otherwise mislead as to the origin of information, comments or other content published by you. We reserve the right (but not the obligation) to remove or edit such content, but do not regularly review posted content; provided, however, ChildFund Zambia does screen Digital Communications in My Correspondence Accounts in accordance with

its internal policies and as noted by in the Restricted Site Terms and Conditions, available at childfundzambia.org

You may not use the website in any manner that could damage, disable, overburden or impair any ChildFund Zambia server (including the servers of any ChildFund Zambia's third-party provider) or the network(s) connected to any ChildFund Zambia server (including the servers of any ChildFund Zambia third-party provider), or interfere with any other party's use and enjoyment of all or any portion of the website. You may not attempt to gain unauthorized access to any restricted web pages or any web pages requiring registration in order to view, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website by ChildFund Zambia. Any access or use of web pages requiring registration are subject to your registration on the site and is further governed by the Restricted Sites Terms and Conditions available at childfundzambia.org and If you do publish information, comments or other content on or to the website, and unless we indicate otherwise, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these General Terms and Conditions, and where applicable, the Restricted Sites Terms and Conditions and will not cause injury to any person or entity; and that you will indemnify us, our affiliates and our respective directors, officers, employees, representatives and agents for all claims arising from content you publish, that is published from your computer or that is published using your user name and password, if any. We take no responsibility and assume no liability for any content published by you, from your computer or using your username and password, if any.

Registered Users

If you are a registered user on the website and are viewing web pages accessible only by registered users, your use of those web pages will be governed by the Restricted Sites Terms and Conditions applicable to registered users and available at and any conflicts between the Restricted Sites Terms and Conditions and these General Terms and Conditions shall be governed by the conflicting provision in the terms and conditions applicable to registered users.

Disclaimers

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR ANY FEATURE OR ANY PART THEREOF AT ANY TIME. CHILDFUND ZAMBIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE WEBSITE ARE NONINFRINGING; THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE WEBSITE OR ANY CONTENT SUBMITTED TO THE WEBSITE WILL BE SECURE; THAT THE WEBSITE OR THE SOFTWARE AND SERVERS THAT MAKE THE WEBSITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION

AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHILDFUND ZAMBIA OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND. CHILDFUND ZAMBIA DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING ANY RESULTS OBTAINED BY YOU IN RELYING ON THE MATERIALS ON THIS WEBSITE OR THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT NO MEMBER OF THE CHILDFUND ZAMBIA GROUP (AS DEFINED BELOW) SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM

- (I) YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THIS SITE,
- (II) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC MAIL MESSAGES YOU SEND US;
- (III) THE PUBLISHING OF ANY INFORMATION, COMMENTS OR OTHER INFORMATION ON OR TO THE WEBSITE BY YOU OR ANY PERSON USING YOUR COMPUTER; OR
- (IV) THE USE BY ANY THIRD PARTY OF YOUR USER NAME OR PASSWORD. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS OF NEGLIGENCE, OR OTHERWISE ARISE OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS OR MATERIALS AVAILABLE FROM THIS WEBSITE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You will indemnify and hold harmless ChildFund Zambia, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, licensors, suppliers and their successors or assigns (collectively, the "ChildFund Zambia Group") on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and

experts' fees) incurred by any of the members of the ChildFund Zambia Group, and, if directed by ChildFund Zambia, shall defend the ChildFund Zambia Group against:

- (i) all claims that any information, data or other materials provided or Published by you in connection with the website or these General Terms and Conditions, or use thereof by any member of the ChildFund Zambia Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property, proprietary or privacy right of a third party, or that violates any law, rule or regulation;
- (ii) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by you; and
- (iii) all claims otherwise arising due to a failure by you to comply with any term or condition of these General Terms and Conditions.

Featured Links

This website may contain hyperlinks to other Internet websites. These hyperlinks are provided for your information and convenience only. ChildFund Zambia does not control these other websites and is not responsible for their content; nor does ChildFund Zambia's inclusion of hyperlinks to such websites imply any endorsement or approval of the material on such websites or any association with their operators. Check the URL address provided in your browser to determine whether you are still in this ChildFund Zambia website or have moved to another site.

Linking

ChildFund Zambia permits linking to content on our website to the extent it advances the interest of ChildFund Zambia. Linking should not suggest that ChildFund Zambia promotes or encourages any third party's causes, political candidacy, ideas, websites, products or services. Linking should not use ChildFund Zambia's content for inappropriate commercial purposes or in any way that is unlawful or harmful to any other person or entity.

ChildFund Zambia reserves the right to withdraw permission for any link.

Copyright

Except for material in the public domain under Zambia's copyright law, all material contained on the website (including all software, HTML code, Java applets, Active X controls and other code) is protected by applicable Zambia copyright laws. Except as otherwise expressly provided in these General Terms and Conditions, you may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer or sell any material contained on the website without the prior consent of the copyright owner. Violation of this provision may result in severe civil and criminal penalties.

NOTICE UNDER ZAMBIA COPYRIGHT LAW

We take claims of copyright infringement seriously and are committed to protecting intellectual property rights in accordance with the applicable laws in Zambia. If you believe any material accessible on or from this website infringes your copyright, please

submit a notice, pursuant to the Zambia Copyright and Performance Rights Act Chapter 46 of the Laws of Zambia and the Data Protection Act No. 3 of 2021, to our Designated Agent with the following information:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- b) A description of the copyrighted work that you claim has been infringed;
- c) The URL of the location on this Website containing the material that you claim is infringing;
- d) Your address, telephone number, and email address;
- e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f) (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Designated Agent can be reached by mail at: ChildFund Zambia.

Please note that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed, but you may send attachments to the physical address provided.

If you do not comply with all the requirements under Zambian law, your notice may not be effective.

Repeat Infringer Policy

In the event we post user-submitted content, we reserve the right to disable the accounts of users who are found to repeatedly infringe copyright laws under the Zambian jurisdiction.

For more information on how we handle your personal data, please refer to our privacy Policy which complies with Zambia's Data Protection Act, No. 3 of 2021.

Trademarks

ChildFund Zambia, and other marks used on this website are trademarks or registered trademarks of ChildFund International, ChildFund Zambia and its affiliates and are protected by the trademark laws of Zambia. Other trademarks appear on the website with permission from their respective owners. Your unauthorized use of trademarks appearing on the website may constitute trademark infringement, which could subject you to substantial civil penalties.

Termination of Privileges

ChildFund Zambia reserves the right to suspend or terminate your privilege of using all or any portion of this website, including all of your privileges or accounts that you may have established in connection with the website, at any time and without notice to you if, in ChildFund Zambia's sole judgment, you breach any of these General Terms and Conditions, the Restricted Sites Terms and Conditions, the ChildFund Zambia Privacy Policy or for any other lawful reason. Notwithstanding the termination of your various privileges, the following paragraphs shall survive such termination: Accuracy,

Completeness and Timeliness of Information on the Website, Use of Materials from the Website, Materials You Submit, Registered Users, Disclaimers, Limitation of Liability, Indemnification, Copyright, Trademarks, Termination Privileges, Jurisdiction and Miscellaneous.

Changes to These General Terms and Conditions

ChildFund Zambia reserves the right to make changes to these General Terms and Conditions at any time by posting revised General Terms and Conditions on the website. It is your responsibility to check periodically for any changes we may make to these General Terms and Conditions. The most current version of the General Terms and Conditions can be reviewed by clicking on the “Terms of Use” hypertext link located at the bottom of our Web pages. By continuing to use the website, you are agreeing to all changes made by ChildFund Zambia.

Jurisdiction and Governing Law

This website is controlled and operated by ChildFund Zambia from its principal office in Lusaka, Zambia. The Laws of Zambia govern these General Terms and Conditions and your use of the website. We recognize that it is possible for you to obtain access to this website from any jurisdiction in the world, but we have no practical ability to prevent such access. This website has been designed to comply with the Laws of Zambia. Those who choose to access the website from other locations do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. If any material on this website, or your use of the website, is contrary to the laws of the place where you are when you access it, then the website is not intended for you and we ask you not to use the website. You may not use or export materials on this website in violation of Zambia’s export laws and regulations. This website is not intended to subject ChildFund Zambia to the laws or jurisdiction of any country or territory other than in Zambia.

All matters relating to the use of this website, its content, and/or these Terms of Use, as well as any dispute or claim arising from or related to it, including non-contractual claims, shall be governed by and construed in accordance with the laws of Zambia. This includes compliance with the provisions of the *Data Protection Act, No. 3 of 2021*, which governs the processing of personal data in Zambia.

Any legal suit, action, or proceeding arising from or related to these Terms of Use or the Website shall be instituted exclusively in Zambian Courts. However, ChildFund Zambia reserves the right to initiate any suit, action, or proceeding against you for breach of these Terms in any jurisdiction where you reside or have taken actions. By using this website, you waive any objections to the exercise of jurisdiction over you by such courts and to the venue in such courts.

Miscellaneous

These General Terms and Conditions constitute the entire agreement and understanding between you and ChildFund with respect to use of the website, superseding all prior or contemporaneous communications; except that use of any Restricted Sites are governed by the Restricted Sites Terms and Conditions. A printed version of these General Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same

extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

How to Contact Us

If you have any questions or comments about these General Terms and Conditions or this website, please write us at:

ChildFund Zambia
Attn:
Communications
ChildFund International – Zambia
Plot 9158, Lunsemfwa Road, Kalundu
Lusaka Zambia
Email: ZambiaOffice@ChildFund.Org

RESTRICTED SITES TERMS AND CONDITIONS

By clicking the “I Agree” button that follows these terms and conditions (“Restricted Sites Terms and Conditions”) or otherwise accessing or using the portions of the ChildFund Zambia (“ChildFund Zambia”) website designated for registered users (the “Restricted Sites”), you (“Registrant”) agree as follows:

REGISTRATION; TRANSACTIONS; TERM OF REGISTRATION

Correspondence feature by registering for an account (“My Correspondence Account”).

- a. **Intellectual Property License.** Registrant owns all of the content and information posted by Registrant through the My Correspondence feature. For content and information that is covered by intellectual property rights (“IP Content”), Registrant specifically grants ChildFund Zambia a perpetual, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use any IP Content that is posted, uploaded or otherwise stored through Registrant’s use of the My Correspondence feature.
- b. **Content Screening.** Subject to the provisions of the Cyber Security Act No. 3 of 2025 and the Cyber Crimes Act No. 4 of 2025, ChildFund Zambia may screen Digital Communications.Registrant’s My Correspondence Account consistent with ChildFund Zambia’s internal policies, including but not limited to its policies on child sponsorship correspondence and child safeguarding and protection. Consistent with its application of such policies, ChildFund Zambia reserves the right to remove, edit, or refuse to transmit or refuse to facilitate transmittal of Digital Communications.

MODIFICATIONS TO THE RESTRICTED SITES TERMS AND CONDITIONS

Modifications to the Restricted Sites Terms and Conditions

Registrant acknowledges and agrees that ChildFund Zambia may, in its sole discretion, modify the Restricted Sites and these Restricted Sites Terms and Conditions (including

any instructions, policies or guidelines referenced herein) at any time and in any manner. All such modifications shall be binding upon Registrant when made. Registrant may not amend or modify the Restricted Sites or these Restricted Sites Terms and Conditions under any circumstances.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Representations, Covenants and Warranties of Registrant

Registrant represents, covenants and warrants to ChildFund Zambia that

- (1) these Restricted Sites Terms and Conditions have been executed and delivered by Registrant and constitute a valid and binding agreement of Registrant, enforceable against Registrant in accordance with their terms;
- (2) Registrant will not access or use the Restricted Sites except as expressly permitted by these Restricted Sites Terms and Conditions and any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the ChildFund Zambia website (www.childfund.org);
- (3) Registrant will access and use the Restricted Sites in full compliance with applicable Law (as defined in the section title “COMPLIANCE” below);
- (4) Registrant is at least eighteen (18) years old, or, if younger than eighteen (18) years old, Registrant is of an age sufficient to execute a legally enforceable agreement on his or her own behalf in the applicable jurisdiction;
- (5) all of the information, data and other materials provided by Registrant in support of Registrant’s application for registration is accurate and truthful in all respects; and
- (6) Registrant is the rightful owner of the any account opened in his or her name, included but not limited to Payment Accounts and My Correspondence Accounts, and is authorized to commit funds from the relevant accounts to ChildFund Zambia for purposes of conducting Transactions.

Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, CHILDFUND ZAMBIA MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING

- (1) THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF THE RESTRICTED SITES OR ANY DATA SERVICE, SOFTWARE, HARDWARE, DELIVERABLE, WORK PRODUCT, DIGITAL COMMUNICATIONS OR OTHER MATERIALS RELATED TO THE RESTRICTED SITES, OR THE AVAILABILITY OF ANY OF THE FOREGOING;
- (2) WHETHER THE INFORMATION AVAILABLE ON THE RESTRICTED SITES IS TRUE, COMPLETE OR ACCURATE; OR
- (3) THAT TRANSACTION FUNDS WILL BE USED FOR ANY PARTICULAR PURPOSE AND SHALL NOT BE RESPONSIBLE FOR ANY MISUSE OR NON

USE OF SUCH FUNDS BY THIRD PARTIES AFTER DONATIONS ARE MADE. FURTHER, CHILDFUND ZAMBIA DOES NOT REPRESENT, COVENANT OR WARRANT THAT ACCESS TO OR SERVICES PROVIDED BY THE RESTRICTED SITES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. REGISTRANT ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION, INCLUDING DIGITAL COMMUNICATIONS, ON THE INTERNET AND OTHER COMPUTER NETWORKS AND THAT CHILDFUND ZAMBIA IS NOT RESPONSIBLE FOR ANY LOSSES OF REGISTRANT'S DATA, DIGITAL COMMUNICATIONS, CONFIDENTIALITY OR PRIVACY IN CONNECTION THEREWITH.

COMPLIANCE

Generally

Registrant shall use the Restricted Sites in strict compliance with

- (1) these Restricted Sites Terms and Conditions;
- (2) any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the Restricted Sites or on the ChildFund Zambia website (www.childfund.org); and
- (3) all applicable laws, rules and regulations (collectively, "Laws").

CONTRACTORS

Use of Contractors

ChildFund Zambia may engage any third party (including ChildFund Zambia's affiliates) to perform, or support the performance of, all or any portion of the Restricted Sites.

INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS ON USE Ownership of the Restricted Sites and Related Data

As between ChildFund Zambia and Registrant (collectively, "Parties"), ChildFund Zambia owns and will retain ownership of all rights, title and interest in and to the Restricted Sites, including

- (1) all content on the Restricted Sites developed by ChildFund Zambia or its third-party licensors, including any derivative works of the Restricted Sites and any such content;
- (2) any data presented on or by the Restricted Sites or otherwise uploaded, posted, or stored by ChildFund Zambia and its third-party providers, except for personal information that Registrant submits to ChildFund Zambia through the Restricted Sites and except as noted in the section titled "DIGITAL CORRESPONDENCE"; and
- (3) any intellectual property or other proprietary rights comprising any of the foregoing (collectively, "ChildFund Zambia IP"). Neither these Restricted Sites Terms and Conditions nor any disclosure made hereunder grant any license to Registrant under any ChildFund Zambia IP.

Use of the Restricted Sites

Registrants may use the Restricted Sites, including any data presented on or by the Restricted Sites for Registrant or otherwise hosted or stored by ChildFund Zambia for Registrant, only on its own behalf and for lawful and appropriate purposes. Registrant shall not use the Restricted Sites or any of the data presented on or by the Restricted Sites or otherwise hosted or stored by ChildFund Zambia for any commercial or other purpose other than as expressly permitted herein. Registrant will notify ChildFund Zambia immediately upon any suspected unauthorized use of the Restricted Sites, whether by Registrant or a third party, or any suspected loss of or suspected unauthorized access to passwords or other login information used by Registrant to access the Restricted Sites (“Login

Credentials”). Registrant shall be solely responsible for maintaining the confidence and security of any Login Credentials, and ChildFund Zambia shall bear no liability or other responsibility associated therewith.

PRIVACY NOTICE

Privacy Notice

Registrant explicitly consents to the collection, hosting, use, disclosure and other processing or handling of information as described in the ChildFund Zambia Privacy Notice located at www.childfund.org/global-content/privacynotice and incorporated herein as such notice may be amended by ChildFund Zambia in its sole discretion from time to time.

Cross Border Transfer of Personal Data

By using the website you consent to the cross-border transfer of your personal data for the purposes of providing services and products, according to the Terms and Conditions which shall be made pursuant to the requirements of the Data Protection Act No. 3 of 2021 and where ChildFund International Zambia has satisfied itself that such transfer of your personal data will be subject to the adequate level of protection.

Your Rights as a Data Subject

Subject to the General Terms and Conditions relating to ‘the treatment of your personal information’ outlined in Privacy Notice located at www.childfund.org/global-content/privacynotice, you further acknowledge that as the Data Subject you have the right to withdraw your consent to the processing of your personal data at any time and demand from ChildFund International Zambia the access to, the correction and/or deletion of and as the case may be any limitation of processing of as well as the right to object against the carried-out processing of your Personal Data.

SUSPENSION; TERMINATION

Suspension

ChildFund Zambia may suspend or limit Registrant’s access to the Restricted Sites if ChildFund Zambia, in its sole discretion, suspects that Registrant is in violation of, or

reasonably likely to be in violation of, these Restricted Sites Terms and Conditions or any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the ChildFund Zambia website (www.childfund.org/global-content/privacynotice).

Nonrenewal

Registrant may cancel his or her registration at any time in accordance with the procedures described on the Restricted Sites.

Termination by ChildFund

ChildFund Zambia may terminate Registrant's registration, in whole or in part, as follows:

1. For Cause. Immediately
 - (i) in order to comply with applicable Law or instructions from any governmental agency or authority;
 - (ii) if ChildFund Zambia, in its sole discretion, suspects that Registrant is using the Restricted Sites in a manner not permitted by these Restricted Site Terms and Conditions; or
 - (iii) upon any breach of these Restricted Site Terms and Conditions, the ChildFund Zambia website General Terms and Condition or the ChildFund Zambia Privacy Policy by Registrant.
2. For Convenience. For convenience, upon Notice by ChildFund Zambia to Registrant, which may occur after an unsuccessful login attempt by Registrant.

Effect of Termination/Survival of Selected Provisions

Upon the expiration or earlier termination of Registrant's registration, for any reason

- (i) Registrant will no longer be authorized to access the Restricted Sites or otherwise use any of the features or services offered by the Restricted Sites;
- (ii) ChildFund Zambia may delete any data associated with Registrant's accounts, including but not limited to, any content in Registrant's My Correspondence Account; and
- (iii) all rights and obligations of the Parties under these Restricted Sites Terms and Conditions shall expire, except those rights and obligations under those sections specifically designated in the sub-section titled "SURVIVAL" immediately below.

Notwithstanding the expiration or earlier termination of Registrant's registration to the Restricted Sites, the following sections of the Restricted Sites Terms and Conditions shall survive any such expiration or termination: "DISCLAIMER"; "OWNERSHIP OF THE WEBSITE AND RELATED DATA"; "EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS"; "LIABILITY"; "INDEMNITIES"; "DISPUTE RESOLUTION"; AND, "GENERAL".

LIABILITY

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CHILDFUND ZAMBIA GROUP (AS DEFINED IN SECTION TITLED "INDEMNITIES") SHALL NOT BE

LIABLE TO REGISTRANT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM REGISTRANT'S USE OF THE RESTRICTED SITES, OR BASED UPON ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT (INCLUDING THESE RESTRICTED SITES TERMS AND CONDITIONS AND ANY ADDITIONAL INSTRUCTIONS, GUIDELINES OR POLICIES ISSUED BY CHILDFUND ZAMBIA, INCLUDING THOSE POSTED ON THE CHILDFUND ZAMBIA WEBSITE (WWW.CHILDFUNDZAMBIA.ORG)), NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY (COLLECTIVELY, THE "EXCLUDED DAMAGES"). THE EXCLUDED DAMAGES ALSO INCLUDE, WITHOUT LIMITATION, LOSS OF SAVINGS AND REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF DATA AND THE CLAIMS OF THIRD PARTIES. IF CHILDFUND ZAMBIA GROUP CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THE CHILDFUND ZAMBIA GROUP'S MAXIMUM LIABILITY TO REGISTRANT IS LIMITED TO THE AMOUNT OF THE DONATION SUBMITTED BY REGISTRANT THAT GAVE RISE TO THE UNDERLYING CLAIM, OR, IF NO DONATION WAS PROVIDED, FIFTY DOLLARS (US \$50.00). THESE LIMITATIONS APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO REGISTRANT FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO REGISTRANT.

Remedies

At its option, any member of the ChildFund Zambia Group may seek all remedies available to it under law and in equity, including injunctive relief in the form of specific performance to enforce these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the ChildFund Zambia website (www.childfundZambia.org), and/or actions for damages.

Claims

No action arising out of, in connection with, or relating to these Restricted Sites Terms and Conditions or the subject of these Restricted Sites Terms and Conditions shall be brought by Registrant more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provision of law which would toll or otherwise affect the running of the period of limitations are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph. In addition, all Claims under the Restricted Sites Terms and Conditions are governed in accordance with the Jurisdiction and Governing Law provisions of the General Terms and Conditions.

INDEMNITIES

Indemnity by Registrant

Registrant will indemnify and hold harmless ChildFund Zambia, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, and their successors or assigns (collectively, the "ChildFund Zambia Group") on demand, from and against any and all fines, penalties, liabilities, losses and

other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of the ChildFund Zambia Group, and, if directed by ChildFund Zambia, shall defend the ChildFund Zambia Group against all

- (1) claims that any information, data or other materials provided by Registrant in connection with the Restricted Sites (including, but not limited to, Registrant's application for registration to access and use the Restricted Sites) or these Restricted Sites Terms and Conditions, or use thereof by any member of the ChildFund Zambia Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of a third party, or that violates any Law;
- (2) claims arising from fraud, intentional misconduct, criminal acts or gross negligence by Registrant; and
- (3) claims otherwise arising due to a failure by Registrant to comply with any term or condition of these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the ChildFund Zambia website (www.childfundZambia.org).

GENERAL

Entire Agreement, Amendments and Modifications

These Restricted Terms and Conditions are available at ChildFund Zambia Privacy Policy, www.childfundZambia.org/privacypolicy and any additional instructions, guidelines or policies issued by ChildFund Zambia, including those posted on the ChildFund Zambia website (<https://beanafrika.com/childfundzambia>) constitute the entire agreement of the Parties with regard to the Restricted Sites and all matters addressed herein, and all prior agreements, letters, proposals, discussions and other documents regarding the Restricted Sites and the matters herein are superseded and merged into these Restricted Sites Terms and Conditions.

Force Majeure

ChildFund Zambia will be excused from performance under these Restricted Sites Terms and Conditions for any period that it is prevented from or delayed in performing any obligations pursuant to these Restricted Sites Terms and Conditions, in whole or in part, as a result of a Force Majeure Event. For purposes of this Section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following:

- (i) weather conditions or other elements of nature or acts of God;
- (ii) acts of war, terrorism, insurrection, riot, civil disorder or rebellion;
- (iii) pandemics, major health emergencies, quarantines or embargoes;
- (iv) labor strikes;
- (v) telecommunications, network, computer, server or Internet downtime;
- (vi) unauthorized access to ChildFund Zambia's information technology systems by third parties; or

(vii) other causes beyond the reasonable control of ChildFund Zambia.

Severability

If any provision of these Restricted Sites Terms and Conditions, the General Terms and Conditions, or Privacy Policy shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

Assignment

Registrant may not assign these Restricted Sites Terms and Condition (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of ChildFund Zambia, which may be withheld at ChildFund Zambia's sole discretion.

Any attempted assignment by Registrant that does not comply with the terms of this Section shall be null and void. ChildFund Zambia may assign these Restricted Sites Terms and Conditions, in whole or in part, to any third party in its sole discretion.