

INTRODUCTION

Welcome to the Eazzypay website. This website is published by or on behalf of Payments Made Easy, a company registered in Zimbabwe whose registered office at 38 Clairwood Road, Alexandra Park, Harare.

By visiting this website, you agree to be bound by the following terms and conditions (“Terms”) and our privacy policy. If you have any queries about the website or these Terms, you can contact us by any of the means set out in paragraph 10 of these Terms. If you do not agree with these Terms, you should stop using the website immediately.

GENERAL RULES RELATING TO CONDUCT

The website is made available for your own, personal use. The website must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the website you must comply with all applicable Zimbabwe laws and with any applicable international laws, including the local laws in your country of residence (together referred to as “Applicable Laws”).

You agree that when using the website, you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

1. Use the website in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement;; or
2. Attempt to gain unauthorized access to the website or any networks, servers or computer systems connected to the website; or
3. Modify, adapt, translate or reverse engineer any part of the website or re-format or frame any portion of the pages comprising the website, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Payments Made Easy and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the website otherwise than in accordance with these Terms or Applicable Laws.

CONTENT

The copyright in all material contained on, in, or available through the website including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material (“Material”) is owned by or licensed to Payments Made Easy or its group companies. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Eazzypay’s express permission.

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PAYMENTS MADE EASY PRIVACY POLICY

We take your privacy very seriously. Payments Made Easy will only use your personal information in accordance with the terms of our privacy policy. By using the website you acknowledge and agree that you have read and accept the terms of our privacy policy and these Terms.

DISCLAIMER / LIABILITY

Use of the website is at your own risk. The website is provided on an “as is” basis. To the maximum extent permitted by law:

1. Payments Made Easy disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the website.
2. All implied warranties, terms and conditions relating to the website (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non-infringement, information accuracy, interoperability, quiet enjoyment and title are, as between Payments Made Easy and you, hereby excluded. In particular, but without prejudice to the foregoing, we accept no responsibility for any technical failure of the internet and/or the website; or any damage or injury to users or their equipment as a result of or relating to their use of the website. Your statutory rights are not affected.

Payments Made Easy will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the website, for any:

1. Economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings).
2. Loss of goodwill or reputation.
3. Special or indirect or consequential loss.

Nothing in these Terms shall be construed as excluding or limiting the liability of Payments Made Easy or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by the Laws of the Republic of Zimbabwe.

SERVICE SUSPENSION

Payments Made Easy reserves the right to suspend or cease providing any services relating to the website with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

GENERAL

These Terms (as amended from time to time) constitute the entire agreement between you and Payments Made Easy concerning your use of the website.

Payments Made Easy reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link on this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the website. No other variation to these Terms shall be effective unless in writing and signed by an authorized representative on behalf of Payments Made Easy.

These Terms shall be governed by and construed in accordance with the Laws of the Republic of Zimbabwe and you agree to submit to the exclusive jurisdiction of the Courts of Republic of Zimbabwe.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Payments Made Easy's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Payments Made Easy in writing.

PRIVACY POLICY

- 1. Introduction:** This policy covers the processing of personal data by Payments Made Easy and its associated group companies whose registered address is at 38 Clairwood Road, Alexandra Park, Harare. Payments Made Easy is committed to protecting the privacy of your personal information whilst striving to provide the very best user experience. We want our websites to be safe and enjoyable for everyone. Under the laws of Republic of Zimbabwe and related laws, we have a legal duty to protect the personal information we collect from you.
If you have any concerns, questions or comments about this privacy policy or the website you can contact us using the contact details in paragraph 12 of this policy.
- 2. Maintenance and storage of information:** Your information is collected and stored on servers which are owned and maintained by or on behalf of Payments Made Easy and its group companies. We may keep your information for a reasonable period for the purposes set out in this privacy policy.
- 3. Security:** In accordance with our requirements under the Law of the Republic of Zimbabwe, we will adopt appropriate security procedures to help prevent unauthorised access to your information. Payments Made Easy shall not be liable for any attempt to hack or crack or otherwise gain access to any part of this website including any of your information.

4. **Policy changes:** By using this website you agree to the terms of this privacy policy and our terms of use. We may amend this privacy policy and the terms of use from time to time. If we do so, we will post an updated version on this website. You will be bound by the new terms upon your continued use of this website.

HEADQUARTERS

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You are entitled to ask for a copy of the information we hold about you and to have any inaccuracies in your information corrected.