



## **FonePal Technologies Limited Consumer Protection Rights Notice**

### **1. Applicability**

FonePal Technologies Limited (FonePal) is a privately held company incorporated in and subject to the laws of Zambia.

### **2. Purpose**

FonePal is committed to ensuring the protection of your rights as a consumer in terms of Zambian law.

The purpose of this FonePal Consumer Protection Rights Notice is to inform visitors to the Website located at <http://www.fonepal.co.zm> about how we treat you as a consumer and to inform you about your rights.

THIS IS A GENERAL NOTICE PROVIDED TO THE PUBLIC FOR INFORMATION PURPOSES ONLY.

If you feel we are not meeting our obligations to you please contact the FonePal Consumer Protection Officer directly. Contact details are provided below.

### **3. The Competition and Consumer Protection Act, No. 24 of 2010**

The Competition and Consumer Protection Act, 2010 can be downloaded from the website <http://www.parliament.gov.zm>.

#### **3.1 The Competition and Consumer Protection Act, No. 24 of 2010 has been legislated to**

- Promote a fair, accessible and sustainable marketplace for consumer products and services;
- Establish national norms and standards to ensure consumer protection;
- Make provision for improved standards of consumer information and prohibit certain marketing and business practices;
- Promote responsible consumer behaviour; and
- Promote a consistent legislative enforcement framework related to consumer transactions and agreements.

### 3.2 Who may lodge consumer complaints

- An individual;
- An authorised person acting on behalf of another;
- A person acting as a member of, or in the interests of, an affected group or class; or
- A person acting in the public interest.

### 3.3 The Act applies to the following

- Every consumer transaction occurring in Zambia;
- The marketing, promotion or supply of goods and services occurring within Zambia; and
- The supply of goods or rendering of services within Zambia in terms of transactions mentioned in the Competition and Consumer Protection Act.

### 3.4 Implementation date

An Act to continue the existence of the Zambia Competition Commission and rename it as the Competition and Consumer Protection Commission; safeguard and promote competition; protect consumers against unfair trade practices; provide for the establishment of the Competition and Consumer Protection Tribunal; repeal and replace the Competition and Fair Trading Act, 1994; and provide for the matters connect to, or incidental to, the foregoing. 16 August 2010

### 3.5 Who is a 'consumer'

(a) any person who purchases or offers to purchase goods or services supplied by an enterprise in the course of business, and includes a business person who uses the product or service supplied as an input to its own business, a wholesaler, a retailer and a final consumer; and

(b) any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale, but does not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration;

### 3.6 What are consumer rights

The Competition and Consumer Protection Act details the key consumer rights, which include the following:

- Right to equality in the consumer market and protection against discriminatory marketing practices;
- Right to privacy;
- Right to choose;
- Right to disclosure of information;

- Right to fair and responsible marketing;
- Right to fair and honest dealing;
- Right to fair, just and reasonable terms and conditions;
- Right to fair value, good quality and safety; and
- Right to accountability by suppliers.

## **4. The 9 consumer rights**

### **4.1 Consumer right number 1**

#### **4.1.1 Right to equality in the consumer market and protection against discriminatory marketing practices**

- Your right to free and unlimited access to goods and services;
  - suppliers may not limit access to goods and services
  - suppliers are not permitted to prioritise one consumer group over another
- Your right to high-quality goods and services;
  - suppliers are not permitted to vary the quality of the goods and services in a discriminatory manner
  - consumers have the right to query inferior quality
- Your right to fair pricing of goods and services;
  - suppliers are not permitted to charge unfair prices
  - consumers should be treated equally irrespective of gender, race, socio-economic status or geographic location
- Your right to lodge complaints in respect of alleged contraventions;
  - complaints may be filed with the Competition & Consumer Protection Commission (CCPC).

### **4.2 Consumer right number 2**

#### **4.2.1 Right to privacy**

- Your right to restrict unwanted direct marketing;

- consumers have the right to protect their privacy and confidentiality in respect of unwanted or unsolicited correspondence
- consumers have the right to refuse unwanted SMSs, telephone calls, letters and spam email
- Your right to discontinue receipt of direct marketing;
  - consumers have the right to 'opt-out' of receiving unsolicited direct marketing services by blocking the supplier or marketer
  - consumers have the right to accept, restrict or refuse unwanted direct marketing
  - companies and suppliers are not permitted to continue unsolicited direct marketing of goods and services in the event that consumers have opted-out

### **4.3 Consumer right number 3**

#### **4.3.1 Right to choose**

- Your right to select the supplier of your choice;
  - consumers have the right to 'shop around' for the best prices, goods and services
  - consumers are not obliged to enter into additional ('bundled') agreements
  - suppliers may not force consumers to enter into agreements with third parties
- Your right to cancel or renew a fixed term contract;
  - consumers have the right to cancel fixed-term agreements upon expiry of the contract period without penalty or charge
  - consumers are obliged to provide suppliers with 20 (twenty) business day's notice of cancellation of a fixed term agreement
  - suppliers must extend fixed-term agreements on a month-to-month basis if the consumer fails to request cancellation of a fixed term agreement
- Your right to request pre-authorisation for repairs or maintenance services;
  - consumers have the right to request written cost estimates or quotations from suppliers

- suppliers may not charge consumers for drawing up cost estimates or quotations
- consumers may refuse additional repairs or maintenance services
- consumers are not liable to pay for repairs or maintenance undertaken without prior approval
- suppliers are not permitted to charge consumers for diagnostic work or inspections required to compile cost estimates or quotations
- Your right to cancel direct marketing contracts within the ‘cooling-off’ period;
  - suppliers are required to include a ‘cooling-off’ period in direct marketing transactions. ‘Cooling-off’ periods are generally five (5) business days
  - consumers have the right to cancel agreements in the ‘cooling-off’ period without providing reasons or incurring penalties
  - suppliers are required to return payments received from consumers within fifteen (15) business days of receiving the cancellation notice
- Your right to cancel advance reservations, bookings or orders;
  - consumers have the right to cancel advance reservations, bookings or orders
  - suppliers are entitled to request a reasonable, advance deposit for reservations, bookings or orders
  - suppliers are entitled to impose a reasonable charge for the cancellation of reservations, bookings or orders
- Your right to choose to examine goods even after purchase and delivery;
  - suppliers have the right to charge consumers for loss or damage to property if it resulted from gross negligence, recklessness or deliberate action
  - consumers have the right to refuse previously ‘opened’ goods and goods that have been on ‘display’
  - consumers may reject goods that do not correspond with the pre-approved samples
  - suppliers must provide consumers with a reasonable opportunity to examine goods purchased or delivered
- Your right to return goods and seek redress for unsatisfactory service;

- consumers have the right to return unsafe or defective goods within a reasonable period and request a full refund
- consumers have the right to return goods that were not pre-examined prior to delivery
- Your right to retain and not pay for unsolicited goods and services;
  - consumers have the right to return unsolicited goods and services at the risk and cost to the supplier
  - consumers are entitled to retain unsolicited goods or services after twenty business days

## **4.4 Consumer right number 4**

### **4.4.1 Right to disclosure of information**

- Your right to sales records;
  - consumers have the right to demand invoices and receipts
  - suppliers are required to include the following on invoices and receipts;
    - supplier's full contact information, addresses, business names and VAT registration numbers
    - name and description of goods
    - date of transaction
    - unit price of goods purchased
    - quantity of goods purchased
    - total price of the transaction, including applicable taxes
- Your right to disclosure by intermediaries;
  - intermediaries such as brokers, sales representatives and estate agents are required to disclose their relationships, associations or affiliations with the entities or persons they represent
- Your right to identification of deliverers, installers and others;
  - deliverers, installers and others are required to display name badges or similar identification to the satisfaction of consumers when delivering or installing goods and products

- consumers have the right to demand identification from deliverers, installers and others prior to allowing the delivery and installation of goods

## **4.5 Consumer right number 5**

### **4.5.1 Right to fair and responsible marketing**

- Your right to protection against ‘bait’ marketing;
  - suppliers are not permitted to mislead consumers in respect of the pricing, nature, properties, advantages, uses and availability of goods and services advertised
  - suppliers are obliged to include limitations in respect of the availability of goods or services when advertising
- Your right to protection against ‘negative option’ marketing;
  - suppliers are not permitted to market and promote goods or services and automatically enter consumers into agreements for the supply of goods and services
- Your right to protection against direct marketing;
  - suppliers or service providers that directly market and promote goods or services to consumers must inform them of their right to cancel the agreement within the ‘cooling-off’ period of five (5) business days
  - suppliers or service providers which directly market unsolicited goods and services to consumers are not permitted, subject to certain conditions, to solicit payment for these items
- The right to protection in ‘catalogue’ marketing;
  - suppliers are required to disclose the following;
    - supplier name, registration and licence number
    - address and contact details
    - sales records
    - currency for sales
    - delivery arrangements
    - cancellation, return, exchange or refund policy

- instructions on lodging a complaint
- Your right to protection in terms of trade coupons and similar promotions;
  - persons are not permitted to make promotional offers with the intention of not fulfilling them or fulfilling them in a manner other than offered
  - persons making promotional offers are required to;
    - specify the nature of the prize, reward, gift, free goods or services, price reduction, enhancement of quality, discount or free item
    - specify the goods or services to which the offer relates
    - specify the steps required by consumers to accept the offer or receive the benefits
    - specify the particulars of a person from whom, a place where and a date and time on which the consumer may receive the benefits
    - ensure that the supply of the benefit is sufficient to accommodate reasonably anticipated demand resulting from the offer
    - not limit or restrict capacity to supply such goods or services in response to acceptance of the offer
    - not require the consumer to accept inferior quality of such goods or services
    - not impose a monetary charge for the administration, processing or handling of a transaction when the consumer tenders a trade coupon for membership fees
- Your right to protection in customer 'loyalty programmes';
  - persons must not offer participation in a 'loyalty programme' or 'loyalty credit award' with the intention of not providing it or providing it in a manner other than as offered
  - a document setting out an offer must clearly state the following;
    - the nature of the programme, credit or award being offered
    - the goods or services to which the offer relates
    - the procedures to be followed for participation



- the contact details of where consumers may gain access to the 'loyalty programme' or 'loyalty credit award'

## 4.6 Consumer right number 6

### 4.6.1 Right to fair and honest dealing

*Note: Unconscionable conduct refers to behaviour that is unethical or improper*

- Your right to protection against 'unconscionable' conduct;
  - suppliers are not permitted to use physical force, coercion, undue influence, pressure, duress, harassment, unfair tactics or other similar conduct against consumers when undertaking the following;
    - marketing goods or services
    - supplying goods or services
    - negotiating, concluding, executing or enforcing agreements to supply goods or services
    - demanding or collecting payment
    - recovering goods or terminating services
  - suppliers are not permitted to take advantage of consumers who are unable to protect their interests due to mental or physical disability, poor literacy, ignorance or inability to understand the language of an agreement
- Your right to protection against false, misleading or deceptive representations;
  - suppliers are not permitted to provide consumers with false, misleading or deceptive representations regarding goods or services
  - suppliers are not permitted to use exaggeration, innuendo or ambiguity when referring to goods or services
- Your right to protection against fraudulent schemes and offers;
  - persons are not permitted to initiate, sponsor, promote or knowingly participate in communications or activities with the intent to defraud others
  - persons are not permitted to produce counterfeit currency or purport to increase the sum of money through scientific means or otherwise

- persons are not permitted to engage in fraudulent or lawless financial transactions
- Your right to protection against 'pyramid' and related schemes;
  - persons are not permitted to promote, join, enter into or participate in the following schemes;
    - multiplication schemes
    - pyramid schemes
    - chain letter schemes
    - other fraudulent schemes or scams
- Your right to assume that suppliers are entitled to sell goods;
  - consumers have the right to assume that suppliers have the legal right to supply goods and products
  - consumers have the right to assume that lessors have the legal right to lease goods or products
- Procedure for sale by auction;
  - when auctioning goods or products in lots suppliers are required to auction lots separately
  - auctioneers are required to close auctions by visibly or audibly announcing their completion
  - auctioneers should give notice that a sale by auction is subject to reserve or upset price
- Your right to changes, deferrals, waivers and substitution of goods;
  - deferrals, waivers and substitutions to original agreements must be treated as changes to existing agreements
  - consumers have the right to substitute goods or products
  - suppliers are required to provide consumers with amended sales agreements or records describing the substituted goods
- Your right to protection against over-selling and over-booking;
  - suppliers are not permitted to accept payment or other consideration for goods or services if;

- they had no intention of supplying those goods or providing the services
- the intention was to supply goods that are materially different from the goods or services for which payment is accepted
- suppliers are required to supply the goods and services on the dates and times agreed to
- consumers have the right to demand refunds for the full amount paid as well as interest at prescribed rates

## **4.7 Consumer right number 7**

### **4.7.1 Right to fair, just and reasonable terms and conditions**

- Your right to protection against unfair, unreasonable and unjust contract terms;
  - suppliers are not permitted to market, supply or enter into an agreement to supply goods and services at prices or terms that are unfair, unreasonable or unjust
  - suppliers are not permitted to require consumers to waive any right, assume any obligation or waive the liability of the supplier on terms that are unfair and unreasonable or unjust
- Your right to notice in respect of certain terms and conditions;
  - suppliers are required to provide consumers with prior written notice of clauses in agreements that may constitute potential risk or liability for consumers
  - suppliers must specifically draw the attention of consumers to the fact and the nature of the potential risk. Concomitantly, consumers must accept responsibility
- Your right to obtain free copies of agreements and contracts;
  - consumers are entitled to obtain free copies or free electronic access to copies of agreements irrespective of whether consumers have entered into such agreements or not
  - a free copy should include an itemised breakdown of financial obligations under such agreements

- suppliers are required to keep records of transactions entered into over the telephone or other 'recordable' forms if the agreement is not in writing
- Your right to refuse prohibited transactions, agreements and terms and conditions;
  - suppliers are not permitted to make an agreement subject to terms and conditions that are;
    - contrary to this Act
    - mislead or deceive consumers
    - subject consumers to fraudulent conduct
    - directly or indirectly deprive consumers of rights in terms of this Act
    - avoid suppliers obligations and duties in terms of the Act
    - limit or exempt suppliers from liability for loss directly or indirectly attributable to the gross negligence of suppliers
    - constitute an assumption of risk or liability by the consumer for loss
    - impose an obligation on consumers to pay for damage or require consumers to enter into supplementary agreements
    - falsely express an acknowledgement by the consumer that before the agreement was entered into no representations or warranties were made by the supplier
    - require consumers to forfeit money to the supplier
- your right to approach a court to ensure fair and just conduct, terms and conditions;
  - if consumers are not satisfied with the outcome of the National Consumer Tribunal's investigation into alleged unconscionable, unjust or unfair conduct they may approach a court for relief

## **4.8 Consumer right number 8**

### **4.8.1 Right to fair value, good quality and safety**

- Your right to demand quality service;
  - Consumers are entitled to the following;
    - timely performance and completion of services

- timely notice of unavoidable delays in the performance
- high-quality services
- delivery and installation of goods that are free of defects and of a generally accepted quality
- Suppliers are required to remedy defects in the quality of services performed and goods supplied or to refund the consumer a reasonable portion of the price paid
- Your right to safe, good quality goods;
  - Consumers are entitled to receive goods or services that comply with applicable standards, are of good quality, in good working order and free of defects
- Your right to implied warranty of quality;
  - it is an implied provision that the producer, importer, distributor and retailer of goods warrant that the goods comply with the requirements and standards of safety, quality and durability
  - consumers are permitted to return goods to suppliers without penalty and at the supplier's risk and expense within six (6) months of delivery if the goods are of inferior quality, unsafe or defective
  - suppliers are obliged to refund, repair or replace the failed, unsafe and defective goods
  - suppliers are obliged to replace goods or refund the consumer the price paid for the goods within a period of three (3) months of repairs undertaken if the repaired goods are found to be defective, have failed or are considered unsafe
- Your right to a warranty on repaired goods;
  - suppliers are obliged to warrant, for a period of three months after the date of installation, every new and reconditioned part installed during repair or maintenance work and the labour required to install it

*Note: Warranties are null and void if consumers are found to be misusing and abusing goods or property while under warranty*
- You right to receive warnings on the fact and the nature of risk;

- suppliers are obliged to make consumers aware of risk of an unusual character or nature
- suppliers are obliged to bring to the consumer's attention the specific hazards of unsafe goods and, thereafter, provide the consumer with adequate instructions for the safe handling and use of those goods
- Your right to recovery and safe disposal of designated product components;
  - suppliers are responsible for disposing of waste deemed unsuitable for disposal in common waste systems
- Your right to have products monitored for safety or recalled;
  - industry codes will make provision for the return or recall of hazardous, unsafe or defective goods
- Your right to claim damages for injuries caused by unsafe or defective goods;
  - Producers, importers, distributors and retailers are liable for harm caused, wholly or in part, as a consequence of the following;
    - supplying unsafe goods
    - hazardous goods, a failure of or defect in goods
    - inadequate instructions or warnings provided to the consumer pertaining to the hazard arising from or associated with the use of the goods

## **4.9 Consumer right number 9**

### **4.9.1 Right to accountability by suppliers**

- Your right to protection in 'lay-bye' agreements;
  - consumers are entitled to the following in 'lay-bye' agreements;
    - equivalent or superior products if the supplier fails to deliver the original products,
    - a full refund of money paid, inclusive of interest
    - to have their deposits kept in an interest-bearing account
- Your right to protection with regard to pre-paid certificates, credits, vouchers and access to pre-paid services and service facilities;

- suppliers in possession of pre-paid certificates, credits, vouchers, membership fees or other money belonging to consumers must do the following;
  - not treat such property as their own
  - exercise due diligence, care and skill
  - assume liability for losses suffered by consumers

## 5. Where to complain

Any person who alleges that a person or an enterprise—

- (a) is practising any unfair trading;
- (b) has made a false or misleading representation in respect of any goods, services or facilities;
- (c) has displayed a disclaimer at any trading premises contrary to the provisions of this Act;
- (d) has supplied defective or unsuitable goods or provided unsuitable services to that person;
- (e) is selling goods that do not conform with the mandatory safety standards for the class of goods;
- (f) has concluded or is enforcing an unfair contract or term of contract to the detriment of that person; or
- (g) has contravened any other provision of this Act relating to consumer protection or has failed to comply with a requirement under this Act, to the detriment of that person; may lodge a complaint with the Commission in the prescribed manner and form.

<b>Competition &amp; Consumer Protection Commission (CCPC) - Complaints</b>	
The CCPC phone number	5678 (TollFree) from your mobile Or +260 211 232 657 Or +260 211 222 787
The CCPC email address	<a href="mailto:zcomp@ccpc.org.zm">zcomp@ccpc.org.zm</a>
The CCPC website	<a href="https://www.ccpc.org.zm/">https://www.ccpc.org.zm/</a>

## 6. FonePal Consumer Protection Officer

FonePal has appointed a dedicated Consumer Protection Officer who is responsible for the processing of complaints made directly to FonePal or in connection with a formal complaint with the Commission.

In the event of a complaint, we encourage you to contact us directly. Our policy is to promote the resolution of consumer protection complaints as the quickest and most satisfactory way of resolving complaints. Details are provided below on how to contact the FonePal Consumer Protection Officer.

<b>FonePal Consumer Protection Officer(s)</b>	
Name	Lisa Hodge
Phone number	+27 82 990 1577
Fax number	Not applicable
Email address	lisa@fonepal.co.zm

## 7. Corporate Information and How to Contact Us

<b>FonePal Technologies Limited</b>	
Name	FonePal Technologies Limited
Legal status	Privately held company
Physical address and the address for receipt of legal service of documents	Stand no. 26592 Kafue Road Lusaka
Postal address	PO Box 35718 Lusaka
Phone numbers	+260 211 272244
Facsimile number	+260 211 272244
Website address	<a href="http://www.fonepal.co.zm">http://www.fonepal.co.zm</a>
Email address	info@fonepal.co.zm
Company registration number	120160002417
TPIN number	1003661603
Place of registration	Zambia
Full price of goods and services	NA (information website only)
Manner of payment	NA
Terms of agreement and URL to access terms	<a href="http://www.fonepal.co.zm">http://www.fonepal.co.zm</a>
Times for dispatch of goods and performance of services	NA



Manner and period to access transaction records	NA
Return and refund policy	NA
Security procedures and privacy policy	<a href="http://www.fonepal.co.zm">http://www.fonepal.co.zm</a>
Minimum duration of agreements	NA
Cooling-off rights	NA

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