

# TERMS OF USE

**Effective Date:** 22<sup>nd</sup> April 2026

By accessing, browsing or using this website, you acknowledge that you have read, understood and agreed to be bound by these Terms of Use.

If you do not agree with these Terms of Use, you must immediately discontinue use of this website.

## 1. Informational Purposes Only

This website is provided strictly for general informational purposes.

Nothing contained on this website constitutes, or shall be deemed to constitute:

- Investment advice
- Financial advice
- Legal, accounting or tax advice
- A recommendation
- An offer or invitation to buy, subscribe for or sell any security or investment product
- A solicitation to enter into any transaction
- A fiduciary relationship between Novac and any visitor to this website

No person should make any investment or financial decision solely on the basis of information contained on this website.

You are solely responsible for obtaining independent professional advice appropriate to your own circumstances before making any investment, financial or business decision.

## 2. No Client Relationship

Use of this website, submission of an enquiry, download of materials or communication with Novac through this website does not create:

- A client relationship
- An advisory relationship
- A fiduciary duty
- Any obligation on the part of Novac to provide services

A formal relationship with Novac shall only arise where a written agreement has been executed by authorised representatives of Novac.

### **3. Regulatory Status**

Novac Asset Management Limited is a licensed Dealer authorized by the Securities and Exchange Commission of Zambia.

Any reference on this website to:

- Future investment products
- Unit trusts
- Collective investment schemes
- Returns or investment opportunities
- Future services or technology platforms

is subject to all necessary regulatory approvals and internal approvals.

Novac reserves the right to amend, postpone, suspend or withdraw any proposed product, service or platform at any time without notice.

### **4. No Warranty**

This website and all information contained on it are provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, Novac disclaims all representations, warranties and conditions, whether express or implied, including but not limited to:

- Accuracy
- Completeness
- Reliability
- Timeliness
- Fitness for a particular purpose
- Merchantability
- Non-infringement
- Availability of the website

Novac does not warrant that:

- The website will be uninterrupted, secure or error-free
- Defects will be corrected
- The website or server is free of viruses, malware or harmful code
- Information on the website will remain current or complete

### **5. Limitation of Liability**

To the maximum extent permitted by law, Novac, its shareholders, directors, officers, employees, agents, affiliates, service providers and advisers shall not be liable for any loss, liability, damage, cost or expense arising directly or indirectly from:

- Use of or inability to use the website
- Reliance on any information contained on the website
- Any error, omission or inaccuracy
- Delay, interruption or unavailability
- Any decision made by a user based on website content
- Loss of profit, revenue, business opportunity, goodwill or data
- Indirect, special, incidental, punitive or consequential damages
- Any third-party website, system or service linked to this website

This limitation applies even if Novac has been advised of the possibility of such loss or damage.

## **6. Investment Risk Warning**

All investments involve risk.

The value of investments may rise or fall and past performance is not a reliable indicator of future results.

Any future projections, targets, expectations, commentary or illustrative examples on this website are for informational purposes only and do not constitute a promise, guarantee or forecast of future performance.

Novac shall not be liable for any loss suffered as a result of reliance on such information.

## **7. Intellectual Property**

All content on this website, including but not limited to:

- Logos
- Trade names
- Branding
- Text
- Graphics
- Documents
- Publications
- Layout
- Website design
- Images and software

is the exclusive property of Novac or its licensors and is protected by applicable intellectual property laws.

No part of this website may be copied, reproduced, modified, distributed, displayed, transmitted, stored or otherwise used without the prior written consent of Novac.

## **8. Prohibited Conduct**

You agree not to:

- Use the website for any unlawful purpose
- Attempt to gain unauthorised access to the website or any connected systems
- Introduce malicious code, viruses or harmful material
- Use any automated system to scrape, extract or copy website content
- Interfere with or disrupt website functionality
- Misrepresent your identity or authority
- Use the Novac name, logo or content in a misleading or unauthorised manner

Novac reserves the right to restrict, suspend or terminate access to the website at any time and without notice.

## **9. Indemnity**

You agree to indemnify, defend and hold harmless Novac, its shareholders, directors, officers, employees, agents and affiliates from and against any claim, liability, damage, cost, expense or loss (including legal costs on a full indemnity basis) arising from:

- Your use of the website
- Your breach of these Terms of Use
- Your misuse of information obtained from the website
- Any claim brought by a third party arising from your conduct

## **10. Third-Party Links**

This website may contain links to external websites or third-party platforms.

Such links are provided solely for convenience.

Novac does not control, endorse or accept responsibility for any third-party website, product, service or content and shall not be liable for any loss arising from your use of such third-party websites.

## **11. Privacy and Security**

While Novac takes reasonable steps to maintain the security of the website and information transmitted through it, no method of internet transmission or storage is completely secure.

You provide information to Novac at your own risk.

## **12. Governing Law and Jurisdiction**

These Terms of Use are governed by the laws of the Republic of Zambia.

Any dispute arising out of or relating to the website or these Terms of Use shall be subject exclusively to the jurisdiction of the courts of Zambia.

## **13. Severability**

If any provision of these Terms of Use is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

## **14. Amendments**

Novac may amend these Terms of Use at any time and without notice.

Your continued use of the website following any amendment shall constitute acceptance of the revised Terms of Use.

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