

# PROTEAN USER AGREEMENT

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## Version 1.0

**Effective Date:** 1st June 2025

This Protean User Agreement ("Agreement") governs your access to and use of the *Protean Communities Zambia* platform ("CMS"), operated by Protean Digital Services Ltd, a private limited company registered in Zambia.

By registering a User Profile or accessing any part of the CMS, **you confirm your acceptance** of and agreement to be legally bound by this Agreement.

## 1. PURPOSE AND SCOPE

- 1.1. This Agreement sets out the rights and obligations between you (a "User") and Protean Digital Services Ltd ("Protean") relating to your use of the CMS platform, including:
  - 1.1.1. Access to system functionalities;
  - 1.1.2. Interaction with Digital Services offered by Clients;
  - 1.1.3. Participation in engagements across one or more Channels;
  - 1.1.4. Submission and use of personal data.
- 1.2. This Agreement is independent of any Client Channel, and its acceptance is required regardless of which Channel(s) you join.

## 2. DEFINITIONS

- 2.1. Unless otherwise stated, capitalized terms shall have the meanings ascribed below:

- 2.1.1. "CMS": The digital platform "Protean Communities Zambia", enabling Protean and registered Clients to deliver Digital Services to Users.
- 2.1.2. "User": An individual who registers a profile on the CMS.
- 2.1.3. "User Profile": A secure, password-protected account required for CMS access.
- 2.1.4. "Client": A third-party organization with an allocated Channel on the CMS.
- 2.1.5. "Channel": A dedicated digital environment within the CMS through which Protean or a Client offers Digital Services.
- 2.1.6. "Digital Services": Online services (e.g., e-learning, licensing, voting, etc.) accessible through Channels.
- 2.1.7. "Service Module": A technical feature enabling specific classes of Digital Services.
- 2.1.8. "Engagement": A User's participation in or access to a Digital Service.
- 2.1.9. "User Data": Any personal, behavioral, or transactional data collected or generated about a User on the CMS.

## 3. USER ELIGIBILITY AND ACCOUNT REGISTRATION

- 3.1. **Eligibility:** You must:

- 3.1.1. Be at least 18 years of age, or have verifiable parental or guardian consent if younger;
- 3.1.2. Possess the legal capacity to enter into a binding agreement;

3.1.3. Provide valid and complete personal information during registration.

3.2. **Account Creation:** To access the CMS, you must create a User Profile, which:

- 3.2.1. Is unique to you and must not be shared;
- 3.2.2. Requires a secure password and active email address;
- 3.2.3. Must contain accurate and updated personal information.

3.3. **Verification:** Protean reserves the right to verify your identity and suspend access for any suspected misuse.

#### **4. USER RIGHTS AND RESPONSIBILITIES**

4.1. **Permitted Use:** You may:

- 4.1.1. Access one or more Channels;
- 4.1.2. Engage with permitted Digital Services;
- 4.1.3. View and manage your own data;
- 4.1.4. Submit content, where functionality allows.

4.2. **Prohibited Use:** You agree not to:

- 4.2.1. Access the CMS through automated tools (bots, scrapers);
- 4.2.2. Introduce malware, viruses, or harmful code;
- 4.2.3. Misrepresent your identity;
- 4.2.4. Circumvent security measures;
- 4.2.5. Upload unlawful, defamatory, or obscene material;
- 4.2.6. Use the CMS to advertise or promote services without authorization.

#### **5. ACCESS TO CLIENT CHANNELS AND SERVICES**

5.1. **Joining Channels:** You may:

- 5.1.1. Join “**Open Access**” Channels freely;
- 5.1.2. Request to join “**Restricted Access**” Channels by submitting required information;
- 5.1.3. Be removed from any Channel at the discretion of its administrator.
- 5.1.4. By creating an Account on the CMS you agree and will be automatically added to one or more Protean administered Channels identified for such purpose by it on the CMS.

5.2. **Channel Rules:** Each Client may impose Channel-specific rules, such as:

- 5.2.1. User behavior codes;
- 5.2.2. Engagement quotas;
- 5.2.3. Age or professional eligibility; provided that
- 5.2.4. These rules must not conflict with this Agreement. In the case of conflict, this Agreement prevails.

## 6. USER DATA AND PRIVACY

### 6.1. Data Collection:

- 6.1.1. Identification data (e.g., name, contact details);
- 6.1.2. Activity logs (e.g., login history, engagements);
- 6.1.3. Content you submit (e.g., comments, uploads);
- 6.1.4. Data may be collected by both Protean and Clients, depending on which Channel(s) you engage with.

### 6.2. Legal Basis:

- 6.2.1. Your consent, obtained at registration and when joining Channels;
- 6.2.2. Legitimate interests, including system operation, analytics, and fraud prevention;
- 6.2.3. Legal compliance, when required by Zambian law or regulation.

### 6.3. Data Sharing:

- 6.3.1. Clients whose Channels you join;
- 6.3.2. Payment processors (for in-system purchases);
- 6.3.3. Regulators or legal authorities, where legally required.

### 6.4. User Rights:

- 6.4.1. Access and update your personal information;
- 6.4.2. Withdraw consent and delete your account at any time, using the procedure from time to time communicated by Protean.

### 6.5. Processing User Requests:

All User requests must be submitted in writing to the CMS Help Center. Protean reserves the right to verify instructions or requests prior to execution.

### 6.6. Data Retention:

- 6.6.1. Required by applicable law;
- 6.6.2. Needed for the delivery of Digital Services;
- 6.6.3. Necessary for recordkeeping, legal defense, or audit.

## 7. FEES AND PAYMENTS

### 7.1. Platform Access:

Creating a User Profile and accessing the CMS is free of charge.

### 7.2. Paid Services:

Access to certain Channels or Digital Services on any Channel may require payment:

- 7.2.1. Pricing is determined by and paid directly to the Client or Protean for their respective Channels;
- 7.2.2. Fees may be collected via in-system (card/mobile money) or out-of-system (bank deposit, cash) methods;
- 7.2.3. All payment amounts and terms are shown before purchase.

### 7.3. **Refunds and Disputes**

- 7.3.1. Protean is not liable for disputes between Users and Clients involving payments;
- 7.3.2. All refund requests must be submitted directly to the relevant Client or Protean, depending on the related Channel to which such request applies.

## 8. **PLATFORM OPERATION AND SUPPORT**

- 8.1. **Service Availability:** Protean strives for 90%+ monthly uptime but does not guarantee uninterrupted access. Temporary outages may occur due to:

- 8.1.1. Maintenance;
- 8.1.2. Security updates;
- 8.1.3. Force majeure events (e.g., power failure, war, pandemic).

- 8.2 **Support:** Users may request support through:

- 8.2.1. The CMS Help Center;
- 8.2.2. The relevant Channel administrator.

## 9. **INTELLECTUAL PROPERTY**

- 9.1. **CMS Content:** Protean owns all rights to the CMS platform, including:

- 9.1.1. Software and code;
- 9.1.2. Visual design;
- 9.1.3. Interface elements;
- 9.1.4. System logic and infrastructure.

- 9.2. **User Content:** You retain ownership of content you upload, but grant:

- 9.2.1. Protean a non-exclusive, royalty-free license to use it within the CMS;
- 9.2.2. Clients (where applicable) a license to display and process your content in relation to their Channel.

## 10. **ACCOUNT TERMINATION**

- 10.1. **User-Initiated Termination:** You may close your account at any time through your Profile settings. Account deletion is irreversible and removes access to all Channels and records.

- 10.2. **Protean-Initiated Termination:** Protean may suspend or delete your account without notice if:

- 10.2.1. You breach this Agreement;
- 10.2.2. You breach data or intellectual property laws;
- 10.2.3. Required by a regulator or court.

## **11. LIABILITY LIMITATIONS**

11.1. **Disclaimer:** Use of the CMS is at your own risk. Protean:

- 11.1.1. Does not guarantee the accuracy of Client content;
- 11.1.2. Is not liable for service delivery failures by Clients;
- 11.1.3. Is not responsible for the quality, legality, or success of Digital Services.

11.2. **Limitation of Liability:** Protean's liability for any claim shall be limited to ZMW 1,000 (One Thousand Zambian Kwacha).

## **12. INDEMNIFICATION:**

12.1. You agree to indemnify and hold harmless Protean and its affiliates from any claims or liabilities arising from:

- 12.1.1. Your violation of this Agreement;
- 12.1.2. Your misuse of the CMS;
- 12.1.3. Your interactions with Clients or third parties.

## **13. MODIFICATIONS TO THIS AGREEMENT**

13.1. Protean may amend this Agreement from time to time. Changes will be communicated via:

- 13.1.1. Email;
- 13.1.2. CMS notifications;
- 13.1.3. Updated version at the point of login.
- 13.1.4. Continued use of the CMS implies acceptance of the updated Agreement.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Zambia.

14.2. In case of dispute:

- 14.2.1. Parties will first attempt resolution through negotiation;
- 14.2.2. Failing which, mediation will be attempted;
- 14.2.3. If unresolved, the matter shall be referred to the courts of Zambia.

## **15. MISCELLANEOUS**

15.1. **Entire Agreement:** This Agreement supersedes any prior terms or policies.

15.2. **Severability:** If any part of this Agreement is invalid, the rest remains enforceable.

15.3. **Waiver:** No failure to enforce any provision constitutes a waiver.

15.4. **Language:** This Agreement is in English. Translations are for convenience only.

# PROTEAN COMMUNITIES ZAMBIA

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## Privacy, Data Protection and Cookie Policy

### Version 1.0

Effective Date: 1st June 2025

This Privacy and Data Protection Policy ("Policy") explains how **Protean Digital Services Ltd** ("Protean", "we", "our", or "us") collects, processes, stores, shares, and protects personal data on the *Protean Communities Zambia* platform ("CMS").

We are committed to safeguarding your personal data and complying with:

- The applicable Laws of the Republic of Zambia;
- International best practices for digital data governance.

### 1. SCOPE

1.1. This Policy applies to all:

- 1.1.1. "**Users**" who register and access the CMS;
- 1.1.2. "**Clients**" who operate Channels on the CMS;
- 1.1.3. "**Visitors**" to the CMS or its public-facing content.

### 2. DATA CONTROLLER

**Protean Digital Services Ltd**  
Lusaka, Zambia  
Email: paul.lj@protean-tech.eu  
Phone: + 260 965 200355

*Important Note: Clients may also act as independent data controllers for information they collect on their Channels.*

### 3. TYPES OF DATA WE COLLECT

#### 3.1. Personal Identification Data

- 3.1.1. Full name
- 3.1.2. Date of birth
- 3.1.3. Gender
- 3.1.4. National ID or passport number
- 3.1.5. Tax Details
- 3.1.6. Contact details

#### 3.2. Account and Access Data

- 3.2.1. Username and password
- 3.2.2. IP addresses and browser information
- 3.2.3. Login logs and session data

3.2.4. Channel membership and access levels

**3.3. Engagement Data**

- 3.3.1. Interactions with Digital Services (e.g., submissions, downloads, votes)
- 3.3.2. Participation in activities or events
- 3.3.3. Uploaded content, feedback, or messages

**3.4. Channel-Specific Information (Dynamic Profile Data):** Certain Channels may collect additional information from Users to tailor services or evaluate eligibility. *This data is visible to Protean and relevant Clients if required for their Channels and is handled in accordance with this Policy.* Data may include:

- 3.4.1. Job title or profession
- 3.4.2. Employer or institution
- 3.4.3. Industry or interest areas
- 3.4.4. Qualifications, licenses, or resumes
- 3.4.5. Service preferences or availability
- 3.4.6. Supporting documents or credentials

**3.5. Payment Data**

- 3.5.1. Transaction references for paid services
- 3.5.2. Mobile money or card payment metadata
- 3.5.3. Invoicing details (where applicable)
- 3.5.4. *Protean does not store full card or payment credentials.*

**3.6. Communications and Feedback**

- 3.6.1. Helpdesk queries
- 3.6.2. Survey responses or reviews
- 3.6.3. Email interactions and chat records

**4. PURPOSES FOR DATA PROCESSING**

<b>Purpose</b>	<b>Legal Basis</b>
Create and manage your User Profile	Contract performance
Authenticate logins and secure the CMS	Legitimate interest
Deliver services via Client Channels	Contract performance / Legitimate interest
Collect Channel-specific info (e.g. job title, preferences)	Consent / Contract performance
Communicate with Users and respond to support requests	Legitimate interest
Analyze usage to improve services	Legitimate interest / Consent
Process payments on behalf of Clients	Contract performance / Consent
Fulfill legal or regulatory obligations	Legal obligation

## 5. CONSENT AND USER RIGHTS

### 5.1. **Consent:** Your consent is requested:

- 5.1.1. At registration;
- 5.1.2. Before submitting sensitive information;
- 5.1.3. When joining Channels with additional requirements.
- 5.1.4. You may withdraw consent at any time.

### 5.2. **Your Rights:** As a User, you have the right to:

- 5.2.1. Access and review your personal data
- 5.2.2. Correct or update inaccurate data
- 5.2.3. Request deletion of your account and data (unless required by law)
- 5.2.4. Object to certain uses of your data
- 5.2.5. Request a copy of your data (data portability)
- 5.2.6. Withdraw your consent at any time
- 5.2.7. Lodge a complaint with applicable Zambian Authorities

## 6. DATA SHARING

### 6.1. We may share your personal data with:

- 6.1.1. Clients of Channels you join
- 6.1.2. Payment providers for processing fees
- 6.1.3. Regulatory or legal authorities when required
- 6.1.4. Service providers (e.g., hosting or support tools) under contract

### 6.2. We **do not sell** or rent your personal data to any third party but may use aggregated and anonymized data to create statistical reports and studies for commercial gain.

## 7. DATA RETENTION

### 7.1. Data is retained only for as long as necessary for:

- 7.1.1. Delivering services
- 7.1.2. Legal, audit, or compliance obligations
- 7.1.3. Support and recordkeeping

### 7.2. Accounts inactive for over **3 years** may be deleted unless required for archival or anonymized statistical use.

## 8. INTERNATIONAL DATA TRANSFERS

### 8.1. When your data is transferred or stored outside Zambia (e.g., cloud hosting), Protean ensures:

- 8.1.1. The destination offers adequate data protection; or
- 8.1.2. Appropriate legal safeguards are in place (e.g., standard contractual clauses).

## 9. DATA SECURITY

- 9.1. We employ security measures such as:
  - 9.1.1. Encrypted transmission (HTTPS/SSL)
  - 9.1.2. Secure login and authentication procedures
  - 9.1.3. Role-based access control
  - 9.1.4. Staff confidentiality agreements
  - 9.1.5. Regular backups and monitoring
- 9.2. In case of a **personal data breach**, affected Users will be notified promptly, in line with applicable laws.

## 10. CHILDREN'S PRIVACY

- 10.1. The CMS is **not intended for children under 13**. Channels offering youth-focused content must obtain guardian consent as required by law. Users under 18 may be asked to confirm eligibility.

## 11. POLICY CHANGES

- 11.1. We may update this Policy from time to time. Changes will be:

- 11.1.1. Communicated via system notifications or email
- 11.1.2. Reflected by an updated “Last Updated” date
- 11.1.3. Binding upon continued use of the CMS

## 12. CONTACT INFORMATION

- 12.1. If you have questions, concerns, or data requests, please contact:

**Data Protection Officer**  
Protean Digital Services Ltd  
Lusaka, Zambia  
Email: paul.lj@protean-tech.eu  
Phone: + 260 965 200355

## 13. COOKIE POLICY

- 13.1. **Purpose and Use:** Cookies are used to:

- 13.1.1. Maintain your session
- 13.1.2. Store your display and preference settings
- 13.1.3. Collect anonymized analytics for performance improvement
- 13.1.4. Detect security anomalies

- 13.2. **Adjusting Cookies:** You may adjust cookie preferences or disable them in your browser. Disabling essential cookies may affect platform functionality.

**13.3. What Are Cookies:** Cookies are small text files stored on your browser or device when you visit the CMS. They help us recognize your session, remember your settings, and improve performance.

**13.4. Why We Use Cookies:**

- 13.4.1. Authentication – to keep you securely logged in
- 13.4.2. Preferences – to remember language, Channel view, or interface settings
- 13.4.3. Analytics – to measure usage and identify feature improvements
- 13.4.4. Security – to prevent misuse, fraud, or session hijacking
- 13.4.5. Functionality – to support forms, voting, and embedded content

**13.5. Types of Cookies Used:**

Type	Purpose	Duration
Session Cookies	Keep you logged in during use	Deleted on logout or browser close
Preference Cookies	Store your display and language settings	Up to 6 months
Analytics Cookies	Collect anonymous usage data	Up to 12 months
Security Cookies	Protect accounts and sessions	Varies by activity

**13.6. Managing Cookies:** You may:

- 13.6.1. Accept or reject non-essential cookies via the CMS controls available
- 13.6.2. Control cookies through your browser settings
- 13.6.3. Delete existing cookies from your device

**13.7. Legal Basis:**

- 13.7.1. **“Essential cookies”:** Legitimate interest
- 13.7.2. **“Non-essential cookies”** (e.g., analytics): User consent

**13.8. Cookie Policy Updates:** We may update this Cookie Policy from time to time. Changes will be reflected in the Privacy Policy and may also be displayed in the CMS banner.

**14. MODIFICATIONS TO THIS PRIVACY, DATA PROTECTION AND COOKIE POLICY**

14.1. Protean may amend this Policy from time to time. Changes will be communicated via:

- 14.1.1. Email;
- 14.1.2. CMS notifications;
- 14.1.3. Updated version at the point of login.
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**15. GOVERNING LAW AND DISPUTE RESOLUTION**

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15.2. In case of dispute:

- 15.2.1. Parties will first attempt resolution through negotiation;
- 15.2.2. Failing which, mediation will be attempted;
- 15.2.3. If unresolved, the matter shall be referred to the courts of Zambia.
- 15.2.4. **Limitation of Liability:** Protean's liability for any claim arising due to Privacy, Data Protection or Cookie reasons shall be limited to ZMW 1,000 (One Thousand Zambian Kwacha).

**16. MISCELLANEOUS**

- 16.1. **Entire Policy:** This Policy supersedes any prior terms or policies.
- 16.2. **Severability:** If any part of this Policy is invalid, the rest remains enforceable.
- 16.3. **Waiver:** No failure to enforce any provision constitutes a waiver.
- 16.4. **Language:** This Policy is in English. Translations are for convenience only.



**ACCEPTANCE**

By clicking “Accept” or registering an account on the CMS, **you confirm that you have read, understood, and agreed** to the terms of this **User Agreement AND this Privacy, Data Protection and Cookie Policy**