# **QUICKPOST LTD**

## **Data protection and Privacy Policy**

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of users information when You use the Service and tells You about Your privacy rights and how the law protects You.

QuickPost Ltd recognizes the importance of protecting the privacy of all information provided by users of QuickPost Services. This statement is meant to affirm our utmost respect for your rights to privacy.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

You must read these Terms and Conditions carefully before creating a QuickPost account. By using QuickPost Agents or self-registration by downing the app, and by clicking the "I agree to the Terms and Conditions and Data Privacy Policy" option upon creation of your account, you confirm that you have read, understood and agreed to comply with and be bound by these Terms and Conditions.

This Privacy Policy includes the following matters:

- 1. Interpretations & Definition
- 2. Collection and the use of Personal Information.
- 3. Sharing of Personal Information
- 4. Retention of Personal Information
- 5. Transfers of Personal Information
- 6. Access and correction of Personal Information
- 7. Security of your Personal Information
- 8. Children's Privacy
- 9. Changes to this Privacy Policy
- 10. Language
- 11. Acknowledgement and consent
- 12. Marketing and promotional material

- 13. Third party websites
- 14. Limitation of Liability
- 15. How to contact us
- 16. Potential Disruption
- 17. Governing law
- 18. Enforceability
- 19. Permisions

## **1.0 Interpretation and Definitions**

#### 1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## **1.2 Definitions**

For the purposes of this Privacy Policy:

- Account means a unique account created for You to access our Service or parts of our Service.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Application** means the software program provided by the Company downloaded by You on any electronic device, named QUICKPOST
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to QUICKPOST LTD
- Country refers to: UGANDA
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

- Personal Data is any information that relates to an identified or identifiable individual.
- **Service** refers to the Application.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## 2.0 Collecting and Using Your Personal Data

## 2.1 Types of Data Collected

#### 2.1.1Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

• Usage Data

#### 2.1.2 Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID,

the IP address of Your mobile device, Your mobile operating system, location, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

## 2.2 Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of
  electronic communication, such as a mobile application's push notifications regarding updates or
  informative communications related to the functionalities, products or contracted services, including
  the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

• For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

## 3.0 Sharing of Personal Information

- With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
- With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- With Your consent: We may disclose Your personal information for any other purpose with Your consent.

## 4.0 Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

#### 5.0 Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

#### 6.0 Access and Update/Correction of Personal Information

You may request us for access to and/or the correction of your Personal Information in our possession and control, by contacting us at the details provided below. Subject to Applicable Law, we reserve the right to charge an administrative fee for such requests.

We reserve the right to refuse your requests for access to, or to correct, some or all of your Personal Information in our possession or control, if permitted or required under any Applicable Law. This may include circumstances where the Personal Information may contain references to other individuals or where the request for access or request to correct is for reasons which we reasonably consider to be trivial, frivolous or vexatious.

#### 7.0 Security of your Personal Information

Confidentiality of your Personal Information is of utmost importance to us. We will use all reasonable efforts to protect and secure your Personal Information against access, collection, use or disclosure by unauthorised persons and against unlawful processing, accidental loss, destruction and damage or similar risks. Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your Personal Information, you acknowledge that we cannot guarantee the integrity and accuracy of any Personal Information which you transmit over the Internet, nor guarantee that such Personal Information would not be intercepted, accessed, disclosed, altered or destroyed by unauthorised third parties, due to factors beyond our control. You are responsible for keeping your Account details confidential and you must not share your password with anyone and you must always maintain the security of the Mobile Device that you use.

#### 8.0 Children's Privacy

Our Service does not address anyone under the age of 18. We do not knowingly collect personally identifiable information from anyone under the age of 18. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 18 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

#### 9.0 Changes to this Privacy Policy

We may review and amend this Privacy Policy at our sole discretion from time to time, to ensure that it is consistent with our future developments, and/or changes in legal or regulatory requirements. If we decide to amend this Privacy Policy, we will notify you of any such amendments by means of a general notice published on the App and/or Website, or otherwise to your e-mail address set out in your Account. You agree that it is your responsibility to review this Privacy Policy regularly for the latest information on our data processing and data protection practices, and that your continued use of the App or Website, communications with us, or access to and use of the Service following any amendments to this Privacy Policy will constitute your acceptance to the amendments.

#### 10.0 Language

If there is any inconsistency between the English version of this Privacy Policy and other language versions, the English version shall prevail.

#### **11.0 Acknowledgement and Consent**

**11.1** By accepting the Privacy Policy, you acknowledge that you have read and understood this Privacy Policy and you accept all of its terms. In particular, you agree and consent to us collecting, using, disclosing, storing, transferring, or otherwise processing your Personal Information in accordance with this Privacy Policy.

**11.2** In circumstances where you provide us with Personal Information relating to other individuals (such as Personal Information relating to your spouse, family members, friends or emergency contact), you represent and warrant that you have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, use, disclosure and processing of his/her Personal Information by us.

**11.3** You also consent and expressly authorise use to contact you and your emergency contact who has expressly agreed upon it, to verify your information or when we are unable to contact you via other methods or when we have not received your payment in connection with Loan.

**11.4** You may withdraw your consent to any or all collection, use or disclosure of your Personal Information at any time by giving us reasonable notice in writing using the contact details stated below. You may also withdraw your consent for us to send you certain communications and information via any "opt-out" or "unsubscribe" facility contained in our messages to you. Depending on the circumstances and the nature of the consent which you are withdrawing, you must understand and acknowledge that after such withdrawal of consent, you may no longer be able to use the App or certain of the Service. A withdrawal of consent by you may result in the termination of your Account or of your contractual relationship with us, with all accrued rights and obligations remaining fully reserved. Upon receipt of your notice to withdraw consent for any collection, use or disclosure of your Personal Information, we will inform you of the likely consequences of such withdrawal so that you can decide if indeed you wish to withdraw consent.

#### 12. Marketing and promotional materials

**12.1** We may send you marketing and promotional communications via post, telephone call, short message service (SMS), e-mail, online messaging, or push notifications via the App to notify you about special privileges, promotions, or events offered or organised by us, our partners, sponsors, or advertisers, or to provide updates on our App and/or the products and services offered therein.

**12.2** You may opt out from receiving such marketing communications at any time by clicking on any "unsubscribe" facility embedded in the relevant message, or otherwise contacting us using the contact details stated below. Please note that if you opt out, we may still send you non-promotional messages, such as Loan disbursement or repayment receipts, or information about your Account or the App.

#### 13. Third party websites

**13.1** The App and Website may contain links to websites that are operated by third parties. We do not control nor accept liability or responsibility for these websites and for the collection, use, maintenance, sharing, or disclosure of data and information by such third parties. Please consult the terms and conditions and privacy policies of those third-party websites to find out how they collect and use your Personal Information.

**13.2** Advertisements contained on our App or Website operate as links to the advertiser's website and as such any information they collect by virtue of your clicking on that link will be collected and used by the relevant advertiser in accordance with the privacy policy of that advertiser.

#### 14. Limitation of Liability

The information and materials contained on this Application, including text, graphics, links or other items are provided 'as is' and 'as available'. We do not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaim liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from viruses, is given in conjunction with the information and materials.

We do not warrant or represent that access to the whole or part(s) of this Application, the materials, information and/or functions contained herein will be provided uninterrupted, timely, secure or error-free or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted

information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Application or any of the materials contained therein is done at your discretion and risk. If third parties provide the material, we shall not be held responsible for any such third party material

The materials, information and functions provided in this Application shall not under any circumstances be considered or construed as an offer or solicitation to sell, give, issue or as the giving of any advice in respect of any form of investment or other securities, loans, or deposits in any jurisdiction.

You shall be responsible for evaluating the quality, adequacy, timeliness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the Application. You should seek professional and/or legal advice at all times and obtain independent verification of the materials and information provided herein before making any investment, business or commercial decision based on any such materials or information.

Under no circumstances shall we be liable for any lost profits, lost opportunity or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any use of or inability to use this Application or any portion thereof, regardless of whether we have been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

#### 15. How to contact Us

If you have any questions regarding this Privacy Policy or you would like to obtain access and/or make corrections to your Personal Information, please contact our Data Protection Officer at info@quickpostug.com

#### 16. Potential disruption of service

You shall be responsible for obtaining and maintaining all telephone, mobile hardware, computer hardware software, and other equipment needed to access and use this App.

Access to this App may from time to time be unavailable, delayed, limited or slowed due to, among other things:

Hardware failure, including, among other things, failures of hardware, mobile phone (including your own mobile phone), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;

Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;

Overload of system capacities;

Damage caused by severe weather, earthquakes, wars, insurrection, riots, terrorism, civil commotion, the act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;

Interruption (whether partial or total) of power supplies or other utility of service;

Strike or another stoppage (whether partial or total) of labour;

Governmental or regulatory restrictions, court or tribunal orders or other human intervention; or

Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

#### 17. Governing Law

All applicable laws of the Republic of Uganda shall govern the use of this Application.

#### **18.0 Enforceability**

In the event any of the terms or provisions of these terms and conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These terms and conditions shall be subject to any other agreements you have entered into with QuickPost Ltd

#### **19.0 Permissions**

#### Call log

After you give us permission to record the call, we will talk to you via voice call. The purpose of collecting call records is to be able to confirm that you are using your mobile phone to install our application and receive our dynamic password verification on the same machine. Specifically, we will verify your device by making a call, and check your call history to see if you have received the call. This makes your credit more reliable and access to faster loan services. We will not monitor, read, store or share any private call data.

#### SMS

We collect any of your SMS data, but only monitor your messages related to financial transactions. Specifically, we will monitor the sender's name, description, and transaction amount for credit evaluation. This can be a faster payment method. No personal SMS data will be monitored, read, stored or shared.

#### Location

Collect and monitor information about the location of your device for customer risk assessment and scoring.

#### Mobile phone(device)

Collect and monitor specific information about your device including your device name, model, region and language settings, device identification code, device hardware and software information, status, usage habits, unique device identifiers like IMEI and serial number to uniquely identify the device and ensure that unauthorized devices are not to act on your behalf to prevent frauds.

#### Data Storage

We collect certain data to be able to provide the Service to you. We also collect data for use in verifying your identity and creating credit scoring models to determine what Loans can be offered to you. We also use this data for purposes of collections and credit reporting.