

# QUICKPOST LTD

## Terms and Conditions

QuickPost limited is an investment venture formed to meet the unmet need in the Current un employment situation affecting the youth of Uganda, our vision is 'heartrending from the ordinary world financial grace to the flamboyant present affordable happiness in the, "Financial world".

QuickPost limited Platform therefore presents a unique approach to the FinTech industry, QuickPost limited Platform is the first Electronic Agency Lending application where agents/lenders and customers are integrated using online platform and mobile money networks through Fintech aggregators. This will ensure a mutually beneficial approach to money lending and connecting borrowers to money lenders Platform therefore presents a unique approach to the FinTech industry.

### 1. Acceptance of Terms and Conditions

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 Agreement (as from time to time may be amended) forms a legally binding agreement binding on you and your personal successors and assigns.

### 2. ACCOUNT OPENING – CUSTOMER

2.1 You may register for QUICKPOST Services with any QUICKPOST Agent in the Republic of Uganda.

2.2 You may download the app from Google play store or app store and carryout self-registration.

2.3 On registration you will receive an OTP on your registered phone number or email address for verification purposes.

2.4 Upon registering as a Customer, you will be required to provide the following information for inclusion in the Registration Form to be signed by you:-

2.41 The identification

2.42 Your full name

2.43 Your physical address

2.44 Your date of birth

2.45 Your Nationality

2.46 Your mobile number

2.5 All information provided must be complete and accurate in all respects.

2.6 We may decline your application at our sole discretion.

2.7 We may refuse to open an Account for you if we are not satisfied with proof of your identity.

2.8 Upon activation of your Account, you will choose a secret four-digit PIN which shall be used to complete every transaction on your account. This PIN must not be shared with anyone i.e Agents or other persons.

### **3. PRIVACY POLICY**

3.1 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.

3.2 QuickPost Ltd collects personally identifiable information that we use to profile our Service Users and administer individual accounts, update databases, and provide User support.

3.3 Save as provided hereunder, QuickPost does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.

3.4 You acknowledge that QuickPost may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.

3.5 You accept that QuickPost shall have the right to monitor your account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities;

3.6 QuickPost employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. QuickPost employees are also responsible for the internal security of the information. Employees who violate QuickPost's privacy policies are subject to a range of disciplinary actions.

## **4.0 JURISDICTION AND ARBITRATION**

**4.1** This Agreement is governed by Ugandan Law.

**4.2** Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Judge in charge for the time being of the High Court (Commercial Division) of Uganda. Such arbitration shall be conducted in Kampala in accordance with the Rules of Arbitration subject to and in accordance with the provisions of the Arbitration Act, Cap 4 or its successor legislation.

**4.3** To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

**4.4** Nothing shall prevent the parties hereto from seeking any relief from a court of competent jurisdiction in Uganda and or any other relevant regulatory body.

## **5.0 FAILURE OR MALFUNCTION OF EQUIPMENT**

**5.1** We are not responsible for any loss arising from any failure, malfunction, or delay in any cellphone Networks, cellphones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

## **6.0 NOTICES**

**6.1** We are entitled to send information to you via SMS to the contact Mobile Phone number or email address supplied on your application form. These SMS's are for information purposes only.

**6.2** You should send any legal notice to us at our chosen address: Head offices QuickPost Ltd, P.O. Box 8081, Kampala, or delivered to our Agents.

## **7.0 SECURITY AND UNAUTHORISED USE**

**7.1** Only one PIN Number can be linked to your Account at any time.

**7.2** Only you may use your Mobile Phone and PIN Number.

**7.3** You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN and for all Transactions that take place on your account using your PIN.

## **8.0 TARIFFS**

**8.1** Tariffs as published are payable to QuickPost for each Transaction effected from your Account. The Tariff Guide is available from QuickPost's Head Office or by accessing the QuickPost Website.

**8.2** Tariffs payable on each Transaction will be deducted from your Account by QuickPost on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by SMS.

**8.3** Tariffs may include Value Added Tax but are subject to other applicable levies and taxes at the then prevailing rates

**8.4** All Charges payable by you in connection with the use of the QuickPost Services may be debited from your Account without further reference to you.

**8.5** We reserve the right to vary at any time and without prior notice to you these Conditions of Use or the Tariffs. Variations will be notified by way of advertisement in a daily newspaper, SMS, or through our Website and or by using any other suitable means PROVIDED THAT you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.

## **9.0 SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT**

**9.1** We may suspend (bar), restrict or terminate the provision of the QuickPost Services (in whole or in part) and/or close your Account without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances:-

**9.1.1** if we are aware or have reason to believe that your Mobile Equipment or the PIN number used in relation to the QuickPost Services is/are being used in an un-authorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);

**9.1.2** if you do not comply with any of the conditions relating to the QuickPost Services including these Conditions of Use;

**9.1.3** if you notify us that your Mobile Equipment has been lost or stolen or your PIN has been lost or disclosed to any other party;

**9.1.4** if you do anything (or allow anything to be done) with your Mobile Equipment which we think may damage or affect the operation or security of the Network or the QuickPost Services;

**9.1.5** for reasons outside of our control;

**9.1.6** To access the QuickPost Services, your SIM must be operational ("active") at all times.

**9.1.7** We will also close your Account upon receipt of your request to close your Account.

**9.1.8** When a wrong PIN is entered 3 times.

**9.1.9** We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend the account.

## **10. TRANSACTIONS**

**10.1** All Debit Transactions from your Account will be effected by Transfer Instructions authorized with the PIN which you choose when you register

**10.2** Your account will be credited with money equivalent with what you deposit with an Agent.

**10.3** Your account will be debited with cash received from and network charges deducted automatically from your account.

**10.4** You may not effect any Transactions from your Account in the event that you do not have sufficient MONEY in your Account to meet the value of the Transaction and Charges applicable thereto

**10.5** On being provided with an Account, you will be able to affect the following transactions:-

**10.5.1** Deposit money

**10.5.2** Withdraw money

**10.5.3** Access loan services

**10.5.4** Send and receive money and any other new services which may be introduced by QuickPost from time to time.

**10.6** QuickPost will not be compelled to refund or compensate the sender if the Money is sent to a recipient mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by the recipient of the mistaken, erroneous or fraudulent Transaction and you hereby agree to hold QuickPost harmless for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from your account effected under duress or under coercion or criminal force.

## **11 YOUR RESPONSIBILITIES**

**11.1** You will be responsible for all applicable Charges at the applicable Tariffs for any Transaction effected including calls made on our Network using the Mobile Equipment whether those calls were made by you or someone else with or without your authority or knowledge

**11.2** You are solely responsible for any transmitted material and or communication, which is classified as defamatory, illegal or in breach of any copyright and shall indemnify and keep us indemnified against any claims and expenses made against us in respect thereof.

**11.3** You must not use the QuickPost Services to commit any offence(s) contrary to the Laws of Uganda.

## **12.0 LIABILITY AND EXCLUSIONS**

**12.1** All Agents are no more than independent outlets authorised by QuickPost or an approved QuickPost agent aggregator to provide QuickPost Services and no agency relationship exists between QuickPost and the Agents and we accordingly bear no responsibility or liability for any default or negligence on the part of the Agents in providing the QuickPost Services.

**12.2** We shall not be liable for any loss which you suffer unless it is directly caused by our being negligent or deliberately acting wrongly. If we do act negligently or wrongly, we shall only be liable for the amount of the loss that a normal Customer in your position would have suffered and not any loss which results from your particular circumstances; even if we know that your circumstances are unusual