

Applicants Business Details	
Operator Account Setup	New Account <input type="checkbox"/> Existing Account <input type="checkbox"/>
Full Legal Entity Names	Entity Classification: Contracted Company <input type="checkbox"/> Local Government <input type="checkbox"/>
Contract Type Short-Term <input type="checkbox"/> Permanent Contract <input type="checkbox"/>	Contract Period: Start Date: DD/MM/YY / End Date: DD/MM/YY (Contract Duration):
Business Registration No.	Trading License <input type="checkbox"/> NSSF ID <input type="checkbox"/> Company TIN No <input type="checkbox"/> ID Number:
Postal Address	Physical Address
Authority Classification: Municipal Council <input type="checkbox"/> City Council <input type="checkbox"/>	Parking Type: On-Street <input type="checkbox"/> Off-Street <input type="checkbox"/> Private Parking <input type="checkbox"/>
Total Paid Parking Streets & Full Parking Capacity / /	Total Reserved Parking Slots & Parking Capacity / /
Total Account Executives & Total Street Agents / /	Total Field Supervisors & Total Enforcement Unit / /
Fare Parking Type: Minutes <input type="checkbox"/> Hourly <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/>	Mobile Money Merchant Account Activation? MoMo <input type="checkbox"/> Airtel <input type="checkbox"/> Activate OVA & Password <input type="checkbox"/>

Particulars of Directors	
1. Company Director Full Names	Director (1) Contact Number & National ID Number Primary Contact Secondary Contact NIN Email Address:
2. Company Director Full Names	Director (2) Contact Number & National ID Number Primary Contact Secondary Contact NIN Email Address:
3. Company Director Full Names	Director (3) Contact Number & National ID Number Primary Contact Secondary Contact NIN Email Address:
4. Company Director Full Names	Director (3) Contact Number & National ID Number Primary Contact Secondary Contact NIN Email Address:

Authorized Representative Details (Territory Manager)	
Full Names	Primary / Secondary Mobile Contact
Designation / Department	Official Email Address
Nationality / Physical Address	National ID / Passport Number

*Please provide a valid Authorized Personal Email address below or Number for Account Creation and *OTP (login purposes) certified copy of certificate of registration, Tax certificate, Trading License, the Directors National ID's, a signed Resolution by Directors to register for the Kaparking Service and also appointing an Authorized Representative, Copy of the current contract to manage street parking and signed liquidation mandate.

Director Signature & Date

Director Signature & Date

Full Names*

Full Names*

For Official Use

Territory Code:	Merchant Code:	Total Agents:
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Reviewed by: Name, Signature & Date Sales/Accounts, Manager	Approved by: Name, Signature & Date Manager, Parking Operations	Approved by: Name, Signature & Date General Manager, Territory Operations
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THE GENERAL TERMS AND CONDITIONS

These Terms and Conditions together with the application form and the operational guidelines (together "the Agreement") contain the complete terms and conditions that apply to Street parking Principal Operators participation and activation in Kaparking's street parking system (hereinafter "**KAPARKING**") and supersedes all other agreements entered into between the Principal Operator and KAPARKING in relation to the provision of intelligent Digital Street Parking Management and Control services. By executing this document You (also referred to as the "**PRINCIPAL OPERATOR**") agree that You have carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and condition.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"**Effective Date**" means the date first appearing on this Agreement.

"**Business Day**" means any day of the week not being a weekend, gazetted public holiday or designated public holiday within the Republic of Uganda;

"**Kaparking App**" means the Street Kaparking application managed by Street Kaparking Agents and Staff on a Point of Sale (POS) Device;

"**Kaparking System**" means the digital Street Kaparking Application for modern parking and related services to which the Customer obtains access through the Kaparking agent or via USSD via the App Service and the SMS Service;

"**Customer**" means any individual that drives and uses street parking any facility.

"**Corporate Client**" means individuals, companies or legal entities that have successfully signed up for the post-paid street parking service and subscribe to a schedule billing on street parking.

"**Corporate Account**" means a corporate virtual account maintained by Kaparking through with corporate clients manages, monitor fleet parking and reserved parking bills in real time.

"**Principal Operator**" means the Local Government Authority, Municipal Council, City Council, legally Contracted Revenue Collection Company and or any other Third Party Partners legally and rightfully mandated to manage and control street parking and also registered for the Kaparking Service or under this Agreement

"**e-ticket**" means a pre-paid virtual ticket billing service that customers pay for at the end of every parking session.

"**Customer e-wallet**" means to the Kaparking virtual account mapped to the customer's vehicle registration number into which ticket payments, bills, fines, penalties and other Payments are referenced and held by Kaparking on behalf of the Customers.

"**Collection Account**" means a virtual account opened by Kaparking for the principal operator reflecting transactional funds deposited by Kaparking Customers for every transaction initiated through or over the Kaparking System.

"**Parking Session**" means a single, continuous parking session captured when the Customer's vehicle is parked at the designated parking space;

"**Parking Lot**" means gazetted parking space of vehicles (the "Parking Service") in a specific parking zone;

"**Parking Session**" means a continuous time period requested by the Customer through the Street Kaparking Service, during which the Customer will lease a parking space from Kaparking, and said parking space is allocated to the Customer.

"**Corporate Clients**" means individuals, companies or legal entities that have successfully signed up for the post-paid street parking service.

"**Parking Fee**" means the parking fee payable by the Customer to Kaparking either through cash or cashless payments;

"**Operator's Account**" or "Operator Account" means the KAPARKING Service Account and Street Parking Revenue Collection Account operated by the Operator and through which the Operator receives Payments from street parking Customers;

"**Operator Number**" means a destination code or numbering plan created by KAPARKING for the identification of Kaparking Operator Accounts;

"**Parking Fee**" means the cash payable by the Customer to Kaparking Service or Agents related to a specific Parking lot occupied from time to time;

"**Payment**" means the transfer of money from a Customer to the Principal Operator for the payment of parking bills, penalties, clearing fines and debts, and or other Value added services by following prompts on the Operator Payments section of the Customer's Kaparking menu accessed through the USSD code;

"**Kaparking System**" means the system operated by KAPARKING to facilitate electronic street parking tickets payments and clearing of debts and penalties including providing the Kaparking Operator Services;

"**Kaparking Website**" means the site located at <https://www.Kaparking.com>;

"**Cash**" means the money denominated in Uganda Shillings which, as the context requires, maybe offered by a Customer through the Operators Account through the Kaparking payment system and subsequently credited to the Operators' Account; and may be paid to the Operator pursuant to a Withdrawal Request instruction given by the Operator to KAPARKING;

"**EFT**" means any electronic means of funds held in trust for the Operator from the Trust Account to the Principal Operator's designated bank account including without limitation, Electronic Funds Transfer and Real Time Gross Settlement;

"**E-Money**" means the electronic value issued by KAPARKING and representing an entitlement to an equivalent amount of the cash held by the Custodial Trustee in respect of the acquisition of such electronic value;

"**Escrow Account**" Means the trust account held by KAPARKING in a licensed financial institution used to facilitate the Kaparking transactions.

"**KYC Test**" means the Know Your Customer due diligence performed by Kaparking to ascertain the identity of Customers at the point of transaction requiring the viewing and matching of ID information with the Kaparking Service account;

"**Transaction**" means (as the context requires) Payments made by Customers to the Operator; and funds transfers from the operator to other.

"**Kaparking Mobile Payment Service**" or "Service" means the Payment services provided by KAPARKING which the Operator will

use in order to receive Payments from Customers and may be used for other transactions as necessary;

"**Operational Documents**" means the application form and the Terms and conditions to be completed by the Principal Operator and/or Participants;

"**Tax**" means the withholding tax, value added tax and or any other tax obligations that the principal operator has towards the Revenue Authority.

"**Trust Account(s)**" means the custodial account or accounts maintained in a commercial bank or banks into which Cash sums represented, in the Kaparking System are held in by the Custodial Trustee for and on behalf of all Kaparking System Users;

"**Withdrawal Request Instruction**" means an instruction given to KAPARKING by the Operator requesting KAPARKING to facilitate the redemption of the Operator's funds held in the Trust Account.

"**Confidential Information**" means without limitation, all information, software, data, manual concepts relating to marketing method, products, developments, business and financial affairs and trade secret and other information of value to a party and not generally known, (whether or not designated as "confidential information" by any Party and whether written, oral or in electronic form) and any other information clearly designated by a Party as "confidential information or that is evidently confidential by its nature or the nature of its disclosure, and includes the terms of this Agreement;

"**Intellectual Property Rights**" means, in respect, of each Party, such Party's proprietary right title and interest in and to any and all names, logos, trademark, copyright patents and all other intellectual property of whatever nature, description or form, vesting in that Party as at the Effective Date or acquired by such Party at any time after the Effective Date;

- 1.2 In this Agreement (including the recitals), unless the context otherwise requires:
 - 1.2.1 Words denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;
 - 1.2.2 References to clauses are references to the clauses of this Agreement;
 - 1.2.3 References to "Parties" shall mean the parties to this Agreement being KAPARKING and the Operator and to "Party" shall mean either of them as the context may indicate;
 - 1.2.4 The expression "person" includes a natural person, body corporate, unincorporated venture, trust, Joint venture, association, statutory corporation, state, state agency, governmental authority or firm; and
 - 1.2.5 Headings to clauses are used for convenience only and shall not affect the construction and Interpretation of this Agreement

2. DURATION OF AGREEMENT

- 2.1 This Agreement is effective for the initial period during which the principal operator is contracted to oversee and regulate street parking in the specified city council or municipal council (referred to as the "Initial Term") from the Effective Date, subject to the provisions allowing for earlier termination as outlined in this Agreement.
- 2.2 After the Initial Term concludes, this Agreement will undergo automatic renewal, subject to the extension of the Principal Operator's contractual term, and further renewal periods will be initiated accordingly (each termed a "Renewal Term"), unless terminated in accordance with the terms outlined in this Agreement or as amended in writing.

3. OPERATION AND SCOPE

- 3.1 The Operator hereby agrees to abide by the Kaparking operational procedures as may be prescribed by Kaparking from time to time.

3.2 Use of the Kaparking System by the Operator shall be subject to the terms of this Agreement, the Kaparking Website Access Terms and Conditions as may be notified to the Operator, the Customer Terms and Conditions and any guidelines or bulletins as may be published on the Kaparking Website by KAPARKING from time to time.

3.3 In the event of any conflict and/or inconsistencies between this Agreement and the Operational documents and Regulation the terms of this document shall prevail.

3.4 KAPARKING may suspend, improve, change, replace, withdraw and include as part of the Kaparking Service any module from time to time, on reasonable notice to the Principal Operator and Participants

3.5 With effect from the Effective Date and for the duration of the Agreement, KAPARKING shall:

3.5.1 Make available to Customers and the Operator the Mobile Kaparking Payment Service by allocating a Operators Number or Numbers through which Customers may make payments to the Operators Collection Account through the Kaparking Payments Service functionality. For the avoidance of doubt the Operator Number or Numbers remain the property of KAPARKING at all times and KAPARKING may, with reasonable prior notice to the Operator, re-number, re-assign, re-allocate or withdraw a Operator Number or Numbers PROVIDED that KAPARKING shall not tamper with the balances held in the Operator's Collection Account (subject to clause 3.2.5);

3.5.2 Grant secure access rights to the Intelligent Kaparking Website through which the Operator may manage its Kaparking Account. For the avoidance of doubt the Kaparking Website is proprietary and any material downloaded from it (Including without limitation, statements, screenshot etc.) shall be Confidential Information.

3.5.3 Provide support services to the Operator and address any issues escalated by the Operator in relation to Payments.

3.5.4 Credit the Operator's Bank Account with Payments received from Customers through the Kaparking System;

3.5.5 Reserve the right, if required by law, to hold funds beyond the normal distribution period for Transactions that it reasonably deems suspicious in regards to money laundering, fraud and other criminal activities;

3.5.6 Provide Operator service support to the Operators for the resolution of Operator issues including any escalated customer issues through the channels indicated on the Kaparking Website.

3.6 With effect from the Effective Date and for the duration of the Agreement, the Operator shall:-

3.6.1 Reconcile payments received on the through cash and cashless transactions of the Kaparking System through its designated channels of operations and KAPARKING application upon Payment being made and in any event not later than twenty four (24) hours after Payment;

3.6.2 Publish the prevailing charge applicable for Payments of the Customer is responsible for bearing the Transaction Charges or apportion thereof);

3.6.3 Initiate Withdraw Request instructions to Kaparking for redemption of accumulated funds in the Operator Collection Account.

3.6.4 Authorize Kaparking to debit charges and commissions to the Operator Collection Account for providing the Kaparking Service.

3.6.5 Provide first line Customer Service support to customers making payments including, without limitation, provide customers a help line through which customers may escalate matters relating to payments made to the operator through the Kaparking System.

3.7 The Operator undertakes that it shall at all times comply with the

website Access Terms and Conditions and such other reasonable guidelines as may be communicated to the Operator by Kaparking in writing or published on the Kaparking website from time to time.

4. ACTIVATION OF OPERATORS KAPARKING SERVICE ACCOUNT

- 4.1 This agreement comes in to effect upon activation of the Kaparking Service Account by KAPARKING following the passing of all KYC vetting procedures conducted on the Operator by KAPARKING.
- 4.2 Prior to activation of the Kaparking Account, the Operator shall ensure it has provided KAPARKING with the necessary Know Your Customer (KYC) documents as may be prescribed by KAPARKING.
- 4.3 KAPARKING shall carry out the necessary due diligence following which, if satisfied as to the sufficiency of the KYC documents provided by the Operator, shall activate the Operator's Kaparking Service Account.
- 4.4 If the Operator fails to produce the necessary KYC documents as set out in 4.2 above, or fails to satisfy the minimum KYC requirement, KAPARKING will refuse to activate the Kaparking Service Account Payments account and accordingly advise the Operator as such (in which case this Agreement shall be null and void). For the avoidance of doubt, KAPARKING's refusal to activate the Kaparking Service Account shall neither confer on the Operator any right to contest KAPARKING's decision nor give rise to any legal claim against KAPARKING under this Agreement.
- 4.5 Any KAPARKING supplied equipment or equipment provided in terms of KAPARKING's obligations hereunder (whether by its agents, supervisors, enforcement units, contractors or otherwise) and used for the establishment and provision of the Kaparking service shall remain the exclusive property of KAPARKING and unless expressly stated herein, shall not be construed as granting the operator any right in the KAPARKING supplied equipment or equipment provided in terms of KAPARKING's obligations hereunder. Such equipment may be repossessed by KAPARKING at its discretion.

5. REVERSALS

- 5.1 The Principal Operator shall within a reasonable period initiate and complete reversal transactions where a payment made to it is manifestly made in error or otherwise. Where the two parties fail to agree on the reversal, KAPARKING may at its own discretion mediate to resolve the disagreement.

6. TRANSACTION RANGE & CHARGES

- 6.1 The Service shall be subject to the Charges and Transaction Values set and communicated by KAPARKING from time to time. KAPARKING may by notice from time to time vary the charges.
- 6.2 KAPARKING may by notice and from time to time vary the Charges and Transaction Values.

7. PRINCIPAL OPERATOR RESPONSIBILITIES

For the duration of this agreement the Principal Operator shall:-

- 7.1.1 Notify Kaparking of events that could have material adverse effect on the client's business and its ability to perform its obligation hereunder, within seven (7) calendar days of the occurrence of such event, or circumstance.
- 7.1.2 Cooperate with Kaparking in all matters relating to the transactions and/or the Service and furnish Kaparking with such information and documentation in its possession that Kaparking may reasonably request in order to undertake any due diligence with respect to customers and ensure legal compliance on the

part of Kaparking. Such information and necessary documentation shall be provided to Kaparking within reasonable time, not to exceed fifteen (15) days from the date of receipt of Kaparking's written request.

- 7.1.3 To comply in all material respects with all applicable local laws, ordinances, regulations, and orders applicable to it, its business, or the ownership of its assets, including, but not limited to Anti-money laundering Regulations and Anti-Terrorist Financing Regulations.

- 7.1.4 To comply with all lawful instructions issued by Kaparking with respect to the Kaparking service.

8. USERNAME AND PASSWORD

The website provides the platform to register in order to gain access to the specific Registry services. If you register, it is your responsibility to maintain the confidentiality of your personal information and password for using the Registry System. KAPARKING cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.

9. CONFIDENTIALITY

- 9.1 Each party undertake sand warrants that it will treat as confidential all information related to and received from the other party, which it acquires as a result of the operation of this Agreement and to afford it the same degree of confidential treatment as it affords to its own confidential information.
- 9.2 Neither party will reveal any confidential information of the other to any third party, without the express written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.
- 9.3 The Operator agrees that all customer information is and shall remain the exclusive property of KAPARKING. No right, title or interest other than the right to access the Information subject to these Terms is conveyed or transferred to the Operator. The Operator shall not make any representation or do any act which may be taken to indicate that the Operator has any such right, title or interest.
- 9.4 KAPARKING may, however disclose all of the information collected from Operator or former Operators to its affiliates or to companies that perform marketing services on its behalf or to financial institutions with whom KAPARKING has written joint marketing agreements for financial products or services. The contracts entered for this purpose require these service providers, companies and/or financial institutions to protect the confidentiality of your personal information to the same extent that KAPARKING must do.

10. WARRANTIES, INDEMNITIES & LIMITATIONS OF LIABILITY

- 10.1 Each of the Parties represents and warrants that none of its senior officers or directors (i) has ever been convicted of any crime (other than minor traffic offences); and (ii) has ever been charged, convicted of (or pleaded guilty or no contest to) any crime relating to fraud, embezzlement theft, money laundering, financing terrorism or terrorist organizations, receiving stolen property, or illegal drugs or other controlled substances. Each Party shall, if required, notify the other in writing within 48 hours after any of these representations and warranties ceases to be true.
- 10.2 The Operator warrants that it has obtained all the necessary management, board or, where necessary, regulatory approvals to use the Kaparking Service for the receipt of street parking revenue collection under the contract to manage and Control Street Parking.
- 10.3 Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability,

whether criminal or civil, suffered, any legal fees and costs incurred by the other resulting from a material breach of this Agreement by the party at fault including breaches caused by any act, neglect or default of a party or any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either party in relation to its obligations under this Agreement.

10.4 Without prejudice to the foregoing, the Operator shall indemnify and keep KAPARKING indemnified from, defend KAPARKING against, and pay any final judgment awarded against KAPARKING, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to the Operator's negligence, recklessness, indifference, delay or failure to receipt or acknowledge a Customer's Payment after the Customer has effected a Transaction to the Operator through the Kaparking System.

10.5 The Operator shall have no claim against KAPARKING where KAPARKING acts on the instructions including fax email or letters purported to be given by persons acting on behalf of the Operator and/or Kaparking System Participant, as the case may be.

10.6 KAPARKING shall not be liable to the Operator or any other person where;

10.6.1 The Transaction amount sought by the Customer is below the minimum or above the maximum limits for transactions on the Mobile Money System set by Kaparking's Financial Partners from time to time.

10.6.2 The Customer has entered incorrect details and the payment and the payment is made to the wrong customer virtual wallet;

10.6.3 The Operator's hardware, software or internet provider's service is not functioning properly;

10.6.4 The transaction is suspicious or fraudulent resulting in losses to a third party;

10.6.5 The transaction details received do not contain the correct information;

10.6.6 The Operator's receipt of funds is intercepted by legal process or other encumbrance restricting the transfer; or

10.6.7 Unforeseen circumstances prevent the execution of a Transaction despite any reasonable precautions taken by KAPARKING.

10.7 Without prejudice to any other provisions of this Agreement, each of KAPARKING and the Operator undertakes to indemnify the other party and keep the other party indemnified on demand for and against all proceedings, costs, claim, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred arising out of or by reason of:

10.7.1 Any breach or non-compliance with any terms of this Agreement; or;

10.7.2 Any infringement or alleged infringement of any intellectual property rights relating to the use of any software by any person.

10.8 KAPARKING shall use all endeavours to ensure that the Service is functioning in accordance with the Operational Regulation however, KAPARKING accepts no liability for downtime and unavailability of the Service;

11. SUSPENSION

11.1 KAPARKING may, with reasonable notice where practicable, suspend the availability of the Service to the Operator wholly or partially for any valid reason, including without limitation, where(i) the Service is used in a manner contrary to the representations made to KAPARKING by the Operator or in a manner inconsistent with the conditions of any regulatory

approval granted to the Operator (ii) Investigations are contemplated or ongoing and KAPARKING reasonably believes that suspension of the service is likely to facilitate the investigations; (iii) Any regulatory approval for the Service granted to the Operator is subsequently revoked or expires.

11.2 In the event of suspension KAPARKING shall give the Operator reasonable notice to remedy the cause of the suspension failure to which KAPARKING shall be at liberty to issue a Termination Notice.

11.3 Upon the receipt of a Suspension Notice from KAPARKING, the Operator shall issue a statement or other appropriate written communication to its Customers which shall be in terms substantially consistent with the Suspension Notice received and shall inform its Customers of the impending unavailability of the Service.

11.4 Upon the issuance of a Suspension notice, KAPARKING shall promptly facilitate the redemption of all accumulated funds in the Operator's Collection Account.

12. TERMINATION

12.1 Termination on Notice

10.1.2 If either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement (hereinafter the "Defaulting Party"), and fails to remedy such breach within a period of 30(thirty) days from the date on which written notice is given to the Defaulting Party by the other Party (hereinafter the "Aggrieved Party") requiring the Defaulting Party to remedy the breach, then the Aggrieved Party shall be entitled to terminate this Agreement on the expiry of such written notice and the Aggrieved Party shall be entitled to hold the Defaulting Party liable in damages as a result of such termination.

10.1.3 Either Party may terminate the agreement by giving thirty (30) days prior written notice irrespective of whether the other Party is in material breach of this Agreement.

10.1.4 KAPARKING may terminate the agreement if the Operators Account remains inactive for a period of six(6) months. For the avoidance of doubt, an inactive "Operator Collection Account is one which has not had any credit entries over a continuous period of six(6)month.

10.2 Effect of Termination

10.2.1 Upon the receipt of a Termination Notice from KAPARKING, the Operator shall issue a statement or other appropriate written communication to its Customers informing them of the impending unavailability of the Service.

10.2.2 Upon termination, the Operator shall return all equipment supplied by KAPARKING, all in good working condition supplied under this agreement.

10.2.3 The expiration or termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

11 TAXES

11.1 The Operator undertakes to declare all income resulting from or in consequence of using the Kaparking Services to the relevant tax authority and to pay all taxes levies and fees due on such income. KAPARKING shall not be liable to the Operator for any disclosure to the relevant tax authority and the Operator hereby indemnifies KAPARKING from any loss or damage arising from such disclosure to the relevant taxing authority.

11.2 Where withholding tax applies to this Agreement KAPARKING has a duty to deduct such tax and any other amount required by law at the point of payment from any amount payable to the

Operator.

11.3 Without prejudice to the generality of clause 11.1, any taxes, charges, impositions or levies imposed on a Party or on a Party's performance of its obligations under this Agreement shall be paid by that Party, it being solely that Party's obligation to collect, and remit such taxes to the relevant tax authority.

12 PROHIBITED USAGE & CONDUCT

12.1 You agree to not use the Kaparking service to:

- a. Conduct any business that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. Impersonate any person or entity, including, but not limited to, a KAPARKING official, fellow user, or falsely utter or otherwise misrepresent your affiliation with a person or entity;
- c. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- d. Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making available any content or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e. Conduct any business that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f. Conduct any business whether unsolicited or not, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, gambling or any other form of solicitation;
- g. Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. Conduct any business that interferes with or disrupts the Service or servers or networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;
- i. Conduct any business that intentionally or unintentionally violates any applicable law, or international law, including, but not limited to, laws and regulations promulgated by the Ministry of Local Government, Uganda Revenue Authority, Ministry of Finance, Planning and Economic Development, the Central Bank of Uganda or any regulations having the force of law;
- j. Collect or store personal data about other users without their express authority.

12.2 It is hereby acknowledged and agreed that KAPARKING may preserve the Operator's Confidential Information and may also disclose the Operator's Confidential Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that the Operator's use of the Kaparking Service violates the rights of third-parties; or (d) protect, the rights, property, or personal safety of KAPARKING, its subscribers and the public

12.3 You shall not make available to any third party any Confidential Information (including without limitation, customer names, Contacts, Vehicle registration numbers, parking history and transaction data, etc.) unless compelled by law to do so.

13 DISPUTE RESOLUTION

13.1 The Parties shall use their best efforts to amicably settle any dispute or claim, arising out of or in connection with this Agreement (including any question regarding its interpretation, existence, validity or termination). In the event of any dispute or claim, whether based on contract or tort, arising out of or in connection with this Agreement, the parties will endeavor to resolve such dispute through good faith negotiations as follows:

13.1.1 The Parties representatives will attempt to resolve the matter within fourteen (14) days of the matter being referred to them, or such other period as shall be agreed between the parties;

13.1.2 If the matter is not resolved under the provisions of 13.1.1 above, the matter will be referred to the Parties' Chief Executive Officers, or their duly appointed representative who will attempt to resolve the matter within a further period of seven (7) days or such other period as shall be agreed between the parties.

13.1.3 If the matter is not resolved under the provisions of 13.1.2 above, the matter shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Center for Arbitration and Dispute Resolution.

13.1.4 Such arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, cap 4, Laws of Uganda

13.1.5 Save for the arbitral award, each party shall bear its own costs in relation to the arbitration proceedings.

13.1.6 The language of the arbitration shall be English

13.1.7 Nothing in this Agreement shall prevent or delay a Party from making claims or seeking injunctive or interlocutory relief in the High Court of Uganda.

13.2 The Operator shall provide Customers with customer service as stance and/or a customer service help desk for first line resolution of customer issues relating to their payments.

13.3 The Operator undertakes to comply with any guidelines or bulletins on customer dispute resolution and consumer protection as maybe issued by KAPARKING from time to time.

14 AMENDMENT

This Agreement, including the form and operating guidelines may be amended by KAPARKING by way of bulletin, and notices. The Operator acknowledges that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement.

15 ASSIGNMENT

This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

NOTICES

Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, registered or certified, return receipt requested, postage pre-paid, courier service to the address specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

16 COUNTER PARTS

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

17 WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18 SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

19 NOTHIRD PARTY BENEFICIARIES

Each party intends that this Agreement shall not benefit, or create any enforceable right or cause of action in or on behalf of, any person or entity other than the KAPARKING and the Principal Operator.

20 FORCEMAJEURE

20.1 Notwithstanding any provision contained in this Agreement, neither Party shall be liable to the other Party for any delay or failure to perform its obligations under the Agreement as a result of revolution or other civil disorders; belligerent aggression by an enemy or war; strikes; lack of available resources from persons other than parties to this Agreement, labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory interventions; or without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

20.2 Upon the occurrence of any Force Majeure event, the affected party will promptly give written notice to the other party and will use commercially reasonable efforts to minimize the impact of such Force Majeure event.

22. GENERAL

22.1 The parties shall comply with all legal requirements applicable to their role in effecting Transactions.

22.2 Legal or regulatory requirements may require Kaparking to obtain and report certain information about the operation of the Operator's account. In order to comply with any such legal or regulatory requirements, Kaparking may at any time submit such information as it may have in its possession to the legal or regulatory authority. The Operators shall assist Kaparking in complying with any such legal or regulatory requirements and shall deliver promptly any information that Kaparking reasonably requests for the purposes of complying with such legal or regulatory requirements.

22.3 None of the parties shall at any time publish or cause to be published orally or in writing to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning either Party or any other matter regarding the internal affairs of either party, whether such information or matter is stated to be confidential or not, without the express written permission of the other party. This covenant is given but the Operator and Kaparking on their own behalf and the parties also undertake to ensure that they will take all the reasonable steps to enforce obligations in like form against its directors and personnel.

22.4 Each of the parties shall, at its expense, obtain and renew, in accordance with any law or regulations for the time being in force, all permits, licenses and authorizations required for the performance of its obligation under this Agreement.

22.5 Where the Operator integrates its Point of Sale terminal with the Kaparking System, Kaparking may, at its expense, conduct by self,

or commission a third party to conduct, a system audit to test the system integrity of the devices and tools of trade.

23. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of Uganda.

I/We _____
Here by confirm that we have read the terms of these Kaparking Service contract Terms and Conditions and we hereby agree to be bound by them.

I/We affirm my/our knowledge that it is criminal and civil offence to supply false information under the laws of Uganda and future undertake to indemnify Kaparking against any loss, liability, claim, damage or injury suffered whatsoever and howsoever pursuant to information given on this form and supporting documents supplied. I affirm and undertake that I have read the Terms and Conditions and by annexing my signature agree to them.

SIGNED for and behalf of **OPERATOR** by:

Signature _____

Director (1)* Full Names _____

Title & Date _____

Signature _____

Director (2)* Full Names _____

Title & Date _____

In the Presence of:

Signature: _____

Full Names: _____

Title & Date _____