

TERMS AND CONDITIONS

1.0 INTRODUCTION

Application: These Standard Terms and Conditions shall be applicable to the SchoolPay platform and its value addition products as offered by Fincom Technologies Limited “Service Provider”.

2.0 DEFINITIONS

In these Standard Terms and Conditions, the following defined words and phrases have the meanings defined below unless the context requires otherwise;

“**Agreement**”: means these terms and conditions or any other terms conditions governing SchoolPay services provided by Fincom Technologies Limited and which may be varied from time to time; “**Service Provider**”: means Fincom Technologies Limited - UGANDA Ltd of P. O. Box 120877 Kampala and/or its successors in title or assignees;

“**SchoolPay**”: means the system/program developed by Fincom Technologies Limited for the processing School fees payments dubbed “SchoolPay”; “Other Systems” means the systems/programs developed by Fincom that are value addition products to SchoolPay.

“**School Fees**”: means any form of fees described in the School Registration form being fees due and payable to the School; “School”: means an institution, college, entity, firm duly registered under the laws of Uganda to provide education services and may include but not limited to; a school, college, university or similar establishment to whom school fees are payable or due;

“**School Registration form**”: means a form filled by the School representative(s) where the School authorized Fincom to receive and process School fees on its behalf;

“**Services**”: means and shall consist of all the services offered by the SchoolPay platform.

Words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine.

3.0 CONDITIONS CONSTITUTING AGREEMENT

- a) The terms and conditions as varied from time to time constitute the Agreement between the School and the Service Provider with respect to the SchoolPay platform;
- b) This Agreement shall be binding on the School and the Service Provider for as long as the Service Provider continues to provide the Services;
- c) The School shall be deemed to have read, understood and agreed to be bound by this Agreement upon signing of the School’s Registration form by its authorized representatives/ signatories;

4.0 SERVICES

- a) The SchoolPay Services will be available on the various channels for which students may directly or through their parents or any 3rd parties use any of the services offered.
- b) The Service Provider may without notice to the School suspend, improve, change, replace, withdraw and include any part of the platform or any module from time to time;

5.0 SERVICE PROVIDER OBLIGATIONS

- a) To provide a customized School Registration form and any other templates which shall indicate the mandatory fields for the School to fill especially for purposes of accessing the SchoolPay Services;
- b) To use all endeavors to ensure that the Service Provider’s system is functioning, however, the Service Provider accepts no liability for downtime and unavailability of its system or other integrated systems;
- c) To receive payments due to the School deposited with the different payment channels;
- d) To immediately credit the School Account(s), with the School fees payments made by the Parent/student/client;
- e) To acknowledge receipt of all payments processed by SchoolPay by updating the relevant reports on the system;
- f) Reject instructions including payments that are incorrect, unlawful, incomplete, or not in accordance with the Service Providers’ Operational Regulations or laws of Uganda or are inconsistent with any arrangement with the respective third parties;
- g) The Service Provider shall at its discretion not accept any instructions from the School or Parent/student/client that changes, replaces, withdraws, restricts or conflicts with any other instruction from School /Parent/student/client;

- h) The Service Provider shall be entitled to follow up and ensure that the School receives funds paid in case of a transaction that is disputed or one that was done in error;
- i) Not to act as an Agent of the School and the Service Provider shall not be liable for any acts or omissions of the School.

6.0 OBLIGATIONS OF THE SCHOOL

- a) The School shall create a database which shall contain information that includes but is not limited to; the student details, school details, staff details etc. to be uploaded on the Service Provider system together with the School fees amounts due so as to ensure that all payments and other supported services are processed accurately. The School shall update its database from time to time;
- b) Ensure that the information updated in the database/system is correct and accurate;
- c) Immediately inform the Service Provider, in writing, of any changes in Administrator’s details. The Administrator shall be the person(s) notified by the School to the Service Provider to be created onto the system with the responsibility of creating other school users and maintaining the system on behalf of the School;
- d) Indemnify the Service Provider against all claims and/or losses arising out of the School or School Administrator’s acts or omissions, whether intentionally or due to negligence and pursuant to the provisions of this Agreement;
- e) Provide all data and information promptly when requested by the Service Provider and ensure that all such data, information and instructions are in the specified format and medium and are correct in every sense;
- f) The School acknowledges that it will not be able to countermand any instruction or transaction given or done through the Service Providers’ systems once that instruction or transaction has been processed;
- g) To duly communicate the Service Provider charges to the parents or students or school clients who choose to effect payment of Schools fees or use any of SchoolPay’s value added services;
- h) To support and facilitate the reversal of school fees payments erroneously made to the school’s account within a reasonable timeframe.
- i) To not unreasonably delay or withhold consent for valid payment reversal requests.

7.0 SERVICE CHARGES

- a) The School agrees to pay applicable system subscription fees as determined by the Service Provider.
- b) The payment services shall be charged as per the respective channel tariff guides and for avoidance of doubt, the School shall at all-time inquire from the Service Provider the latest service charges so as to appropriately communicate to the parents/ guardians and students.

8.0 FORCE MAJEURE

- a) The Service Provider does not warrant that it shall be able to provide the Services in circumstances not reasonably within its control, including, without limitations, acts of God, civil commotion, riots, fire, governmental embargoes (“force majeure”) and the Service Provider shall not be liable for any delay or loss or damage arising therefrom.

9.0 CONFIDENTIALITY

- a) Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and information relating to the Service and any other information of any kind whatsoever developed or acquired by any party in connection with this Agreement (“the confidential information”) shall be treated by the parties as confidential. No party shall disclose such confidential information to any third party without the prior written consent of the other party hereto.
- b) The parties’ obligations above shall not apply in respect of information within the public domain or a party’s knowledge at the commencement of this Agreement or to disclosure required by law or court order.

10.0 LIMITATION OF LIABILITY

- a) Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall not be liable to the School for any losses or damages whether direct, indirect, special, incidental, consequential and/or punitive arising pursuant to the provisions of this Agreement and/or the Services. Without derogating from a foregoing, the Service Provider shall inter alia not be liable for any losses or damages suffered by the School arising out of -
- b) Any errors or omissions in or delay, breakdown or interruption in or improper operations of or inaccuracies in the operation of the Service nor for any loss of use howsoever caused;
- c) Any loss, damage or destruction caused to the School’s hardware, software or any other data processing system as a result of using the Service;
- d) Any breach of confidentiality resulting directly or indirectly from the School/Parent/Student/ Clients’ of the Service;
- e) Any loss arising from fraud, misappropriation or incorrect payments of funds due to the School.

11.0 VARIATION

The Service Provider reserves the right to vary, amend or replace all or any of these terms and conditions at any time without prior notice. The Service Provider shall notify you of any changes made to these terms and conditions as soon as practical but failure to make such notification shall not invalidate the changes.

12.0 CANCELLATION, SUSPENSION AND TERMINATION

The Service Provider may at any time and without notice or giving reasons, terminate, cancel or suspend the Services should the need arise; The Service Provider reserves the right to impose penalties, including temporary suspension or termination of services.

The School may terminate this Agreement or the need for the Services at any time by written notice to the Service Provider. Termination shall only be effective upon the Service Provider effecting the School’s instruction to terminate within reasonable time;

Termination by the School or the Service Provider shall not affect either party’s obligation to meet liabilities incurred or accrued prior to the termination.

13.0 DISCLOSURE OF INFORMATION

- a) The School agrees that the Service Provider may disclose information relating to the School, students, parents, teaching and non-teaching staff and any other relevant stakeholders to any third party to enable the full functioning of the system and its value added services or disclosure may be made for any other purpose the Service Provider shall deem appropriate to comply with under the laws of Uganda;

14.0 NOTICES AND CHANGE OF ADDRESS

- b) All notices to the School under this Agreement shall be sent by prepaid post or hand delivered to the address stated in the School Registration form or to the last address notified to the Service Provider;
- c) The School shall notify SchoolPay in writing of any change of name or address. Until such a notice is received and the change effected, the School’s address shall be that stated in the School Registration form.

15.0 GOVERNING LAW AND JURISDICTION

This Agreement is governed in all aspects by the laws of Uganda. Any dispute between the parties shall first be amicably settled within 14 days and should the parties fail to resolve the dispute, the aggrieved party shall refer the dispute for Arbitration under the laws of Uganda. This notwithstanding the aggrieved party may seek redress for a dispute to a court of competent jurisdiction.

This Agreement supersedes all earlier executed terms and conditions related or incidental to the Services herein stated as offered by the Services Provider.