



QIRIBU

TERMS AND CONDITIONS OF SERVICES

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QIRIBU FINANCIAL TECHNOLOGIES LTD

1. DEFINITIONS

1.1. The User(s): Refers to individuals utilizing the QIRIBU App or Website, who maintain an employment relationship with a company that has engaged QIRIBU Services.

1.2. The Company: Denotes a legal entity that has contracted QIRIBU Services and employs The Users.

1.3. The Services: Comprise the following services provided by QIRIBU:

1.3.1. LIQUIDITY PROVISION SERVICE (Cash Out)

1.3.2. QIRIBU Card

1.3.3. Payroll Processing

1.3.4. Human Resource Management Platform

1.4. QIRIBU: Represents Qiribu Financial Technologies LTD Branch in Uganda, located at 851 Serumaga Rd, Bukoto, Kampala, Uganda, P.O. Box: 112095.

1.5. The App: Refers to the QIRIBU mobile application through which The Users can access QIRIBU Services.

1.6. The Website: Designates QIRIBU's website, www.qiribu.com, and any related subdomains.

1.7. T&C: The regulations as documented in this text.

1.8. Payroll(s): The monthly or bi-weekly net payment that The User receives from The Company after necessary income withholdings.

1.9. Settlement(s): The payment made by The Company to The User when the latter ceases to provide services for The Company due to dismissal or voluntary resignation.

1.10. Amount(s) Consumed: The portion of QIRIBU funds used by The User within the context of QIRIBU Services.

1.11. Amount(s) Available: The sum provided by QIRIBU to The User for use within QIRIBU Services.

1.12. Gross Salary: The compensation that The User earns for their work with The Company prior to income withholdings and contributions.

1.13. Earned Salary: The amount entitled to The User resulting from hours worked after income withholdings and contributions, at the time preceding a transaction.

1.14. Contract(s): The agreement for service provision signed between QIRIBU and The Company.

1.15. Personal Account: The account in The User's name established with a financial institution.

1.16. Benefits: Products or services attainable by The User through Payments made with the Card.

1.17. Card(s): Refers to either a plastic or virtual debit card issued by the Card Provider with an associated account that maintains the card balance in a specified currency. This definition encompasses all card details, security data, and PIN numbers.

2. IDENTIFICATION OF THE OWNER OF THE WEBSITE AND/OR THE APP

2.1. Legal Owner: Qiribu Financial Technologies LTD. Branch in Uganda, situated at 851 Serumaga Rd, Bukoto, Kampala, Uganda, P.O. Box: 112095, is the legal owner of the Website and the App. For contact, reach us at hello@qiribu.com.

3. OBJECT OF THE WEBSITE AND APP

3.1. Purpose: This Website serves the purpose of informing The Users about the T&C regarding QIRIBU Services. Conversely, the App is designed to enable The Users to access and utilize QIRIBU Services.

4. ACCESS TO THE WEBSITE AND THE APP

4.1. User Responsibilities: Access and navigation through the Website and the App, including the use of their features, is free. The Users must utilize the Website and the App appropriately and lawfully, adhering to relevant legislation and these T&C. The Users must avoid:

Unauthorized or fraudulent use of the Website or the App.

Accessing or attempting to access restricted resources within the Website or the App.

Employing the Website and/or the App for illicit purposes, illegal activities, actions conflicting with these T&C, harm to the rights and interests of third parties, or any activities that may impair, disable, overload, or impede the standard operation or enjoyment of the Website or the App.

Inflicting damage on the Website, the App, or the systems of their providers or third parties. This includes introducing or disseminating computer viruses or any other physical or logical systems capable of harming information systems belonging to QIRIBU, its suppliers, or third parties.

Attempting to access, use, and/or manipulate QIRIBU's data, data of third parties, or other Users' data.

Employing reverse engineering techniques, deciphering, decompiling, or using any other methods to access the source code of the Website, the App, or any other elements subject to copyright, intellectual, or industrial property rights.

Altering or attempting to alter the appearance or functionality of the Website or the App. Modifying or using means to modify the Website or the App in any way.

Attempting to access and/or use other Users' email accounts or manipulate their messages.

5. MINORS

5.1. Age Restrictions: Minors under the age of 16 are not permitted to use the services available through the Website or the App without prior authorization from their parents, guardians, or legal representatives, who will be held responsible for any actions conducted by minors under their care through the Website or the App. This includes the completion of forms with personal data for said minors, as well as marking relevant boxes, if applicable. QIRIBU lacks the capacity to verify whether users are under 16 years of age. Hence, it is the responsibility of the COMPANY to implement the necessary mechanisms to prevent access to the Website and/or the App by minors under 16 years of age. QIRIBU assumes no liability in this regard.

6. SERVICES PROVIDED BY QIRIBU

6.1. Overview of Services: Through the contractual agreement with The Company, QIRIBU provides The User with access to the App to request QIRIBU Services, which include but are not limited to:

6.1.1. LIQUIDITY PROVISION SERVICE (Cash Out)

6.1.2. Qiribu Card

6.1.3. Payroll Processing

6.1.4. Human Resource Management Platform

6.2. LIQUIDITY PROVISION SERVICE (Cash Out)

6.2.1. Objective: The Liquidity Provision Service, commonly known as "Cash Out," serves the primary objective of enabling Users to request early withdrawal, whether full or partial, of their earned salary via the App. This can be done at any time before the standard payroll distribution date determined by the Company.

6.2.2. Registration: To access the Cash Out service, the User is required to complete the essential registration and verification process as stipulated in Section 9. This process ensures that Users can make the most of the Cash Out service securely and effectively.

6.2.3. Service Operation: Cash Out services are seamlessly operated through the App, following the guidelines provided in the User Manual. When a User initiates a Cash Out request, QIRIBU reviews and approves the request, facilitating the transfer of the designated amount of Earned Salary from the User's Personal Account.

6.2.4. Fees: QIRIBU charges a flat fee for Cash Out transactions. If a User cashes out to their mobile money wallet, they are charged 2000 UGX. If a User cashes out to a bank account, they are charged 6000 UGX. If a User cashes out to their QIRIBU card, there is no charge.

6.3. QIRIBU Card

6.3.1. Objective: The QIRIBU Card is a versatile financial tool designed to enhance Users' financial capabilities. Its primary objective is to provide a secure and convenient means for Users to make payments, engage in online transactions, and withdraw cash from ATMs. It offers a wide array of financial services, thereby enhancing financial control and flexibility.

6.3.2. Registration: To access the QIRIBU Card service, Users must complete the prescribed registration process in line with Section 9. This registration process ensures that Users can effectively harness the power of the QIRIBU Card.

6.3.3. Service Operation: The QIRIBU Card operates seamlessly and offers a range of financial services. Users can utilize it for everyday purchases, bill payments, and ATM withdrawals. Its versatile nature ensures that Users have the financial freedom they need for both offline and online transactions.

6.4. Payroll Processing

6.4.1. Objective: The Payroll Processing service by QIRIBU is dedicated to simplifying and streamlining the complex task of managing payrolls for the Company and its employees. The primary objective is to provide a comprehensive payroll solution, ensuring accuracy, compliance with relevant regulations, and timely payroll processing.

6.4.2. Registration: Companies can access the Payroll Processing service by completing the prescribed registration process in accordance with Section 9. This registration ensures that the Company can benefit from efficient payroll processing.

6.4.3. Service Operation: The Payroll Processing service covers the entire payroll cycle, including salary calculation, deduction, and tax computation. It also generates pay stubs and facilitates punctual payments to employees. By utilizing this service, Companies can streamline their payroll operations, freeing them to focus on their core business activities while ensuring employees receive accurate and timely compensation.

6.4.4. Fees: QIRIBU charges the Company a monthly fee for accessing the Human Resource Management Platform and Payroll Processing Services. The fee is 50,000 UGX per month for up to 10 users, with additional users being charged at 3,000 UGX each.

7. RESPONSIBILITY

7.1. Availability and Continuity: QIRIBU does not guarantee the availability and continuity of the operation of the Website or the App. Consequently, QIRIBU will not be responsible for any damages that may arise from:

The lack of availability or accessibility to the Website and/or the App.

Interruption in the operation of the Website and/or the App.

Errors or delays in accessing the Website and/or the App.

7.2. Virus and Third-Party Attacks: QIRIBU does not guarantee the absence of viruses or other elements on the Website and/or in the App introduced by third parties unrelated to QIRIBU. QIRIBU will not be responsible for damages of any kind that may derive from the presence of viruses or other elements.

7.3. Unauthorized Access: QIRIBU does not guarantee that unauthorized third parties cannot know the conditions, characteristics, and circumstances in which Users access the Website and/or the App. Consequently, QIRIBU will not be in any case responsible for damages that may arise from such unauthorized access.

7.4. Indemnity: With the subscription of these T&C, The Users declare that they will hold QIRIBU harmless against any claim against it, its parent company, directors, partners, employees, lawyers, and agents derived from the breach by The Users of any provision contained in these T&C or of any law or regulation applicable to them or the breach or violation of the rights of third parties.

7.5. Liability: QIRIBU will only be liable for those damages that The Users may suffer as a result of an intentional or manifestly negligent act on the part of this company in relation to access to the Website and/or the App, the provision of its Services, as well as the use of the Contents, tools, and functionalities.

7.6. Communication: QIRIBU may send SMS, notifications, and emails of different kinds and nature related to the contracted Services.

7.7. User Responsibilities: The Users will refrain in any case from providing data from third parties or from carrying out any type of activity that could be considered fraudulent or generate confusion or intentionally prevent the proper functioning of the App.

7.8. Damages to QIRIBU: In the event that QIRIBU, its group companies, or any other person involved in the creation, production, and distribution of this Website and/or the App suffers any type of damage, loss, loss, or cost due to a breach by The Users of these T&C, they will be obliged to fully compensate the damages caused. This will also apply to the App, especially, but not limited to cases in which, as a consequence of the breaches of The Users, there are claims by third parties or authorities against QIRIBU or any of the companies of your group.

8. LINKS TO THIRD PARTIES

8.1. Third-Party Links: QIRIBU does not control the content of other sites from which this Website and/or the App can be accessed, or which it allows access through different links. Therefore, QIRIBU is not responsible for the information contained therein or for any effects that may derive from said information.

8.2. Reporting Inappropriate Content: If any User or a third party observes that the contents to which this Website and/or the App allows access through links may be contrary to the laws, morality, or public order, they must inform QIRIBU via email: support@qiribu.com.

8.3. Authorization for Links: Any form of link by any person to the Website and/or the App is prohibited, as long as it is not authorized by QIRIBU in writing.

9. USER REGISTRATION

9.1. Verification: Access to QIRIBU Services, including Cash Out and the QIRIBU Card, requires User registration and verification. Users must provide accurate and up-to-date information during the registration process, including, but not limited to, their legal name, email address, phone number, and personal identification information.

9.2. Authentication: Users agree to complete a verification process to confirm their identity. This may involve providing government-issued identification and other necessary documents. By using QIRIBU Services, Users consent to QIRIBU conducting identity verification checks, either directly or through third-party services, to ensure compliance with applicable laws and regulations.

9.3. Account Security: Users are responsible for maintaining the security of their account credentials, including passwords, PINs, or any other form of authentication provided by QIRIBU. It is prohibited to share or disclose account credentials to third parties. Users must promptly notify QIRIBU if they suspect unauthorized access to their account or any security breach.

9.4. Accuracy of Information: Users are required to keep their registration information accurate and up-to-date. Failure to do so may result in limitations or suspensions of account access.

10. PRIVACY POLICY

10.1. Privacy Protection: QIRIBU is committed to protecting User privacy and ensuring the confidentiality and security of personal information. The collection, use, and storage of personal data are governed by QIRIBU's Privacy Policy, available on the Website and the App.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. Ownership: The User acknowledges and agrees that all intellectual and industrial property rights over the Contents and any other elements inserted by QIRIBU in the Website and/or the App are the property of QIRIBU and/or its licensors. QIRIBU holds all rights over any element or content that appears on the Website and/or the App.

11.2. Unauthorized Use: The User is not permitted to carry out the reproduction, transformation, distribution, public communication, making available to the public, extraction, reuse, forwarding, or the use of any nature by any means or process of any of them, except in cases where it is legally permitted or authorized by the holder of the corresponding rights.

12. GOVERNING LAW AND JURISDICTION

12.1. Applicable Law: These T&C are governed by Ugandan law.

12.2. Jurisdiction: For any dispute arising from the application of the services or the interpretation, application, and enforcement of these T&C, the parties submit to the jurisdiction of the Ugandan courts, expressly waiving any other jurisdiction that may correspond to them.

13. CONTACT INFORMATION

13.1. Contacting QIRIBU: Users may contact QIRIBU at the following address: Qiribu Financial Technologies LTD. Branch in Uganda, 851 Serumaga Rd, Bukoto, Kampala, Uganda, P.O. Box: 112095, or via email at hello@qiribu.com.

14. AMENDMENT OF TERMS AND CONDITIONS

14.1. Amendment Authority: QIRIBU reserves the right to amend these T&C unilaterally and at any time. The amended T&C will be effective upon their publication on the Website and the App. Users are advised to review the T&C periodically to stay informed of any updates or changes.

15. ENTIRE AGREEMENT

15.1. Agreement Comprehensiveness: These T&C constitute the entire agreement between the User and QIRIBU, governing their use of the Website, the App, and the Services. These T&C supersede any prior agreements, understandings, or arrangements.

16. ACCEPTANCE OF TERMS AND CONDITIONS

16.1. Acknowledgment: By accessing the Website and/or using the App, Users acknowledge that they have read, understood, and agreed to comply with these T&C. Users may only use the Website, the App, and the Services if they agree to these T&C.

17. EFFECTIVE DATE

17.1. Effective Date: These T&C are effective from the date of their publication on the Website and the App.

18. SEVERABILITY

18.1. Clause Severability: If any provision of these T&C is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

19. NOTICES

19.1. Notice to Users: QIRIBU may provide notices to Users through various means, including emails, SMS messages, or notifications within the App. Users are responsible for keeping their contact information up-to-date to receive important communications.

20. TERMINATION

20.1. Termination by QIRIBU: QIRIBU reserves the right to terminate or suspend User accounts, access to the Website, or the App, at its discretion and without prior notice, if Users violate these T&C or engage in any prohibited activities. Termination may result in the forfeiture of funds or services.

20.2. Termination by Users: Users may terminate their account by following the provided account closure process. QIRIBU may retain certain information as required by law or for legitimate business purposes.

21. SERVICE PROVIDERS

21.1. Service Providers: QIRIBU may utilize the services of third-party providers to enhance the functionality and features of the App, the Website, and the services provided. Users acknowledge that these third-party providers may have their own terms and policies, and QIRIBU does not assume responsibility for the actions, content, or services provided by these third-party providers.

21.2. Acceptance of Third-Party Terms: Users are encouraged to review and accept the terms, policies, and agreements of third-party service providers, as they may have a direct impact on the use of the services. QIRIBU shall not be held responsible for any losses, damages, or liabilities incurred through interactions with third-party service providers.

21.3. Changes in Service Providers: QIRIBU reserves the right to change or update third-party service providers without prior notice to Users. Such changes will not affect Users' obligations under these T&C.

22. FORCE MAJEURE

22.1. Force Majeure Events: QIRIBU will not be liable for any failure to perform its obligations under these T&C due to unforeseen circumstances or force majeure events, including but not limited to natural disasters, wars, acts of terrorism, government actions, or any other events beyond its control.

23. ASSIGNMENT

23.1. Assignment: Users may not assign or transfer their rights and obligations under these T&C to any third party without the prior written consent of QIRIBU. QIRIBU reserves the right to assign or transfer these T&C to its affiliates or any other party at its discretion.

24. LANGUAGE

24.1. Language: These T&C are provided in the English language. In the event of any discrepancy or inconsistency between the English version and any translated version, the English version shall prevail.

25. AMENDMENTS AND ADDITIONAL TERMS

25.1. Amendments: QIRIBU may provide additional terms, policies, or agreements related to specific services, features, or promotions. Users agree to comply with such additional terms. In the event of a conflict between these T&C and additional terms, the additional terms will prevail concerning the specific service or feature.

26. VERSION INFORMATION

26.1. Version Information: These T&C were last updated on the date indicated at the end of this document. Users are encouraged to check for the most recent version on the Website or the App.

27. INTERPRETATION

27.1. Interpretation: These T&C shall be interpreted in accordance with their plain and ordinary meaning. Any headings, titles, or summaries are provided for convenience and shall not affect the interpretation of the terms.

Thank you for your continued support and understanding. If you have any questions or concerns regarding these Terms and Conditions, please do not hesitate to contact us at the provided contact information. Your continued use of the Website and the App constitutes your acceptance of these terms and any subsequent updates or amendments.

Effective Date: These Terms and Conditions are effective from the date of their publication on the Website and the App.

Version 1.0 - Last Updated: [25.10.2023]