

TERMS AND CONDITIONS OF THE POST ALERT SERVICE!

1. Introduction

1.1 These special service terms and conditions are supplementary to the Uganda Post Limited trading as Posta Uganda hereinafter referred to as "UPL" Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the UPL terms and conditions apply.

1.2 These special service terms and conditions apply when:

1.2.1 a customer makes a written application to use the special service in or on a form prescribed by UPL for that purpose;

1.2.2 UPL accepts that application; and

1.2.3 the customer pays the fee, charge, premium, rate or price charged by UPL for the special service.

2. Interpretation

2.1 Except as where otherwise expressly defined all words and phrases used in this agreement shall have the same meaning (if any) given to them in the

The Uganda Communications Act 2000 and in the UPL Terms and Conditions provided, however that where there is any inconsistency, the meaning shall be as defined in this agreement to the extent of that inconsistency.

2.2 In these terms and conditions unless the contrary intention appears:

2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

2.2.2 words importing a gender include any other gender; and

2.2.3 words in the singular number include the plural and words in the plural number include the singular.

2.3 "agreement" means an agreement between UPL and a customer pursuant to clause 1.2;

2.4 "box" means a post office box supplied by UPL for use in the service;

2.5 "customer" means the person or body in whose name the application for use of the service is made and any authorised transferee or assignee thereof;

2.6 "mail" in the **PostAlert Service** means all articles addressed or unaddressed.

2.7 "**PostAlert service**" means the electronic mail alert box service which is a special service supplied by UPL (at participating outlets) for the purpose of notifying box holders by electronic mail or SMS that an article is awaiting collection at the customer's box.

3. Period of service

3.1 The service may be provided for an indefinite period unless cancelled or terminated sooner in accordance with these terms and conditions.

4. Charges

4.1 Charges for use of the service shall be determined by UPL and are payable in advance.

4.2 Where the agreement is cancelled pursuant to clause 7, the customer is entitled to a refund calculated on the remaining number `credits`, less a cancellation fee determined by UPL. A refund will not be payable where the agreement is terminated by Uganda Post Ltd under clause 8, or where the amount of the refund is equal to or less than the cancellation fee.

4.3 Where a customer's post office box subscription expires and the customer does not wish to renew it, the corresponding **PostAlert Service** Account/s shall be terminated, with any remaining credits forfeited to UPL.

5. Conditions of service

5.1 The customer shall comply with all the requirements of UPL for the service as published including providing to UPL a current electronic mail address or mobile phone number if the **PostAlert Service** is requested.

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5.2 The customer warrants that it is:

5.2.1 The owner of the electronic mail address and/or mobile phone number; or

5.2.2 authorised to use the electronic mail address and/or mobile phone number for the purpose of the **PostAlert Service**.

5.3 For the purposes of the **PostAlert Service**, UPL will send one message per day to the customer/account or other authorised accounts, and at such time as the message is sent, it will be deemed to have been sent by UPL and received by the customer.

6. Transfer of service

6.1 A customer shall not assign or transfer the right to use the service without the prior written consent of UPL. Any assignment or transfer without such consent will be void and of no effect.

6.2 Where a partnership holding a box is reconstituted by the retirement, death, customer's assignees, addition of more partners or successors in title, the reconstituted partnership is deemed to be the customer.

7. Cancellation

7.1 The customer may cancel the service at any time.

8. Termination

8.1 UPL may terminate the agreement at any time by giving written notice specifying the date of termination to the customer, if:

8.1.1 the customer fails to observe or perform any term, covenant or obligation contained in this agreement;

8.1.2 UPL has reason to believe that the customer has used a fictitious or assumed name on the application;

8.1.3 UPL has reason to believe the address on the application is not the customer's current residential, business or electronic mail address;

8.1.4 UPL has reason to believe that the customer, or a person known to the customer, intends to use, or is using the service in the furtherance of an offence against the law of Uganda or any State, Territory or other country, or to prevent the detection of the offence or the offender;

8.1.5 UPL is notified of a dispute in relation to the delivery phone number or email for the customer, provided, however, that UPL may terminate this agreement at its absolute discretion without notice and upon termination all undelivered mail notifications shall be deemed to be undeliverable.

9. Limitation of liability release and indemnity

9.1 Subject to clause 10.2 and UPL Terms and Conditions, UPL shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of UPL in relation to the provision of the service, or any other matter or thing relating to this Agreement.

9.2 To the extent permissible by law, UPL expressly disclaims all conditions and warranties, express or implied, in respect of the service pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of UPL for breach of such condition or warranty shall be limited, at the option of UPL, to any one or more of the following:

9.2.1 supplying the service again; or

9.2.2 payment of the cost of having the service supplied again.

9.3 The customer shall release and indemnify UPL against any loss or damage whatsoever which UPL may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service, or any other matter or thing arising as a result of this Agreement, including loss or damage arising from the negligent acts or omissions of UPL, pursuant to this Agreement.

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10. Force majeure

10.1 UPL shall not be in default under the terms of this agreement nor liable for failure to observe or perform in accordance with any provision of this agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

11. Merger

11.1 All the rights, immunities and limitations of liability in this agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by UPL

12. Variation

12.1 These terms and conditions may be added to or varied by UPL by notice in writing to the customer or by mutual agreement between the parties.

13. Notice

13.1 Any notice required to be served by or under these terms and conditions shall be sufficiently given to the customer if left in the box provided pursuant to the agreement and to UPL if sent by post or given to the Manager responsible for the office at which said box or bag is situated.

14. Law

14.1 This agreement is governed by, and shall be construed in accordance with the laws in force in the Republic of Uganda and the courts in Uganda shall have jurisdiction in the event of a dispute.

14. Whole agreement

14.1 Subject to clause 1.1 this agreement contains the whole of the agreement between the parties in relation the special service and any representation or warranty made by either party prior to entering into this agreement shall have no force or effect unless otherwise stated herein.

The UPL Terms and Conditions are available for perusal at Post Offices.