BINDING AGREEMENT

Maduuka Terms of Service and End User Licence Agreement

The agreement between your business and Chwezi Core Systems Limited for using Maduuka. Creating a Maduuka account means you accept it.

VERSION	**EFFECTIVE**
1.1	13 November 2026
PROVIDER	**REGISTRATION NO.**
Chwezi Core Systems Limited	80034847127066
REGISTERED ADDRESS	**CONTACT**
Salaama Road, Munyonyo, Kampala, Uganda	info@chwezicore.com · +256 784 464178

Accepted electronically when a Maduuka account is created. Published at **maduuka.com/en/software-terms**.

A French version is available at https://maduuka.com/fr/conditions-utilisation-logiciel/. If the versions differ, the English version prevails.

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Key points at a glance

- Creating a Maduuka account means your business accepts these Terms.
- Chwezi Core Systems is responsible for five things: keeping your data safe, keeping it strictly confidential and private, keeping the platform secure, keeping the system available, and making sure every feature in your plan works.
- Maduuka must never be used for an illegal business — such as narcotics or pornography — or for anything unlawful where you operate.
- Your taxes are your responsibility. Maduuka is not pre-connected to EFRIS or any other e-tax system; integration is a separate service you must request from us.
- Maduuka must be used solely as intended — to run your own lawful business through the features we provide. Any other use is prohibited and at your own risk.
- Your business is responsible for its own users, devices, internet connection, security software, data and legal compliance — including never sharing passwords (not even with Maduuka staff) and switching off logins for staff who leave.
- Use Maduuka on a computer running Windows, Linux or macOS, or on an Android device with the official Maduuka app from Google Play.
- The subscription covers the software, updates, maintenance, hosting and technical support. Onboarding, training and data migration are charged separately.
- The web app needs an internet connection. The Android app has functions that keep working offline and sends the work when the connection returns. Chwezi Core Systems is not responsible when a government, power company or network operator cuts access.
- We fix bugs, improve performance and keep every feature in your plan working. New features are our decision: change requests and wish lists create no obligation.
- There are no refunds for feature requests, non-use or cancelling part-way through a paid period.
- Any attempt to hack, copy, reverse engineer or manipulate the software leads to an immediate permanent ban and legal action in Uganda.
- Ugandan law applies, disputes go to the courts of Uganda, and the English version of these Terms prevails.

These Terms of Service and End User Licence Agreement (the "**Terms**") are a binding agreement between **Chwezi Core Systems Limited**, a company incorporated in Uganda under registration number 80034847127066, of Salaama Road, Munyonyo, Kampala, Uganda ("**Chwezi Core Systems**", "**we**", "**us**") and the business or organisation that creates or uses a Maduuka account (the "**Customer**", "**you**").

Maduuka is a product of Chwezi Core Systems. These Terms govern your use of the Maduuka web application, the Maduuka Android application, related APIs and support services (together, the "**Service**"). They are also the End User Licence Agreement for the Maduuka software. Use of the maduuka.com marketing website is governed separately by the Website Terms of Use.

Each section begins with a short plain-language summary to help you read it. The summaries are for convenience only; the binding text is the text that follows each summary.

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1. Parties and acceptance

> **IN SHORT** Signing up for Maduuka binds your business to these Terms. The person signing up must be allowed to do so on the business's behalf.

1.1 By creating a Maduuka account, ticking the acceptance box at sign-up, or using the Service, the Customer accepts these Terms. If you do not accept them, you must not create an account or use the Service.

1.2 The individual who accepts these Terms confirms that he or she is at least 18 years old and has the authority to bind the Customer. Where that person has no such authority, he or she is personally bound by these Terms.

1.3 Acceptance by electronic means, including ticking a box or clicking a button, is valid and binding in accordance with the Electronic Transactions Act, 2011 of Uganda.

1.4 The Service is intended for businesses and organisations. It is not offered to consumers for personal, household or family use.

2. Definitions

> **IN SHORT** The meaning of the key words used in these Terms.

- **Authorised User**: an employee, agent or other person whom the Customer allows to access the Service under the Customer's account.
- **Customer Data**: all data, records, files and content entered into or uploaded to the Service by or for the Customer, including data about the Customer's own customers, suppliers, staff, guests and patients.
- **Subscription**: the plan the Customer selects, its fees, limits and billing period, as shown in the Service at the time of purchase.
- **Trial**: the free 30-day period described in section 5.
- **Outlet**: a physical or virtual point of sale, such as a shop, branch, pharmacy, restaurant, hotel or online shop.
- **Professional Services**: onboarding, account setup done for the Customer, data migration, staff training, custom development, consulting and any other services not included in the Subscription.
- **Excluded Event**: an event listed in section 12.4.

3. Licence and intended use

> **IN SHORT** You may use Maduuka while your subscription is active, and only for what it is designed to do: running your own lawful business. You may not copy it, resell it or try to take it apart.

3.1 Subject to these Terms and payment of the applicable fees, Chwezi Core Systems grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence, during the Subscription or Trial, to access and use the Service, and to install the Maduuka Android application on devices used by its Authorised Users, solely for the Customer's internal business operations.

3.2 The Service is licensed, not sold. Chwezi Core Systems and its licensors retain all rights not expressly granted in these Terms.

3.3 The Customer must not, and must not allow any person to:

- copy, modify, translate, adapt or create derivative works of the Service or any part of it;
- reverse engineer, decompile, disassemble or attempt to discover the source code, algorithms or database structure of the Service, except to the extent that applicable law expressly permits this despite this restriction;
- sell, resell, rent, lease, sublicense, distribute or otherwise make the Service available to any third party, or use it to provide a service bureau or similar service to others;
- share login credentials between individuals, or create accounts by automated means;
- remove or alter any proprietary notice, trademark or label in the Service;
- use the Service to build a competing product, or access it to benchmark it for publication without our written consent.

3.4 **Intended use.** The Customer must use Maduuka **solely as intended**: to record and manage the Customer's own lawful business operations — sales and point of sale, inventory, purchasing, customers and suppliers, finance and accounting, HR and payroll, and the industry modules included in its plan — through the screens, apps, features and documented interfaces that Chwezi Core Systems provides, and in accordance with these Terms. Any other use is prohibited. Without limitation, the Customer must not: (a) use the Service for a purpose it is not designed for, such as general file storage, operating a money transfer, lending or payment service, or processing records on behalf of other businesses; (b) access the Service through undocumented interfaces, scripts, bots or automated tools not provided by Chwezi Core Systems; (c) circumvent or attempt to circumvent plan limits, licence restrictions or security controls; or (d) load-test, stress-test or scan the Service. Any use outside the intended purpose is entirely at the Customer's own risk, and Chwezi Core Systems is not responsible for any result, loss or liability arising from it.

4. Accounts and users

> **IN SHORT** You control who can log in to your account, and you are responsible for everything done through it.

4.1 The Customer must provide accurate registration and billing information and keep it up to date.

4.2 The Customer decides who its Authorised Users are, what roles and permissions they have, and when their access ends. Each Authorised User must have a unique login.

4.3 The Customer is responsible for all activity carried out under its account and its Authorised Users' credentials, whether or not the Customer authorised that activity.

4.4 The Customer must keep credentials confidential and must never disclose a password to anyone — **not even to Maduuka or Chwezi Core Systems staff**, who will never ask for it. The Customer must use the security features the Service provides (including strong passwords and two-factor authentication where available), and notify us promptly at info@chwezicore.com if it suspects any unauthorised access.

5. Subscriptions, trial, fees and payment

> **IN SHORT** You get a 30-day free trial, then pay in advance for your plan. The fee covers the software and keeping it running — not onboarding or training.

5.1 **Trial.** New accounts receive a free Trial of 30 days. At the end of the Trial, unless the Customer has subscribed to a paid plan, the account moves to the Free plan, Customer Data is kept, and the limits of the Free plan apply.

5.2 **Fees.** Subscription fees, plan limits and billing periods are those shown in the Service or on the Maduuka pricing page at the time of purchase. Fees are payable in advance for each billing period, in the currency shown, by the payment methods we accept. Fees exclude taxes, which the Customer pays where applicable.

5.3 **What the Subscription fee covers.** The Subscription fee covers the cost of making Maduuka available to the Customer and keeping Customer Data secure, safe and accessible, namely: (a) ongoing development of the software; (b) updates and new releases that Chwezi Core Systems chooses to make generally available; (c) software maintenance and bug fixes; (d) hosting, backups and infrastructure; and (e) technical support as described in section 7.3. The Subscription fee does **not** cover onboarding, data migration, staff training, custom development or any other Professional Services, which are charged separately under section 6.

5.4 **Late payment.** If fees are not paid by the due date: (a) for the first 7 days the account continues to work normally and we send reminders (the grace period); (b) after the grace period, the account becomes read-only for 30 days, during which Authorised Users can log in, view and export Customer Data but cannot record new transactions; and (c) if fees remain unpaid at the end of the read-only period, we may terminate the account under section 17. Payment in full at any time before Customer Data is deleted restores full access.

5.5 **Price changes.** We may change our fees by giving at least 30 days' notice by email or in the Service. A change takes effect from the start of the Customer's next billing period and never during a period already paid for. Customers on annual billing keep their current price until renewal.

5.6 **No refunds.** Except as stated in section 17.6, fees are non-refundable. In particular, no refund, credit or discount is given because: (a) the Customer has requested a feature that does not exist or has not yet been built; (b) the Service does not suit the Customer's way of working — the Trial exists so that the Customer can decide this before paying; (c) the Customer did not use the Service, or used less of it than its plan allows; (d) the Customer cancels part-way through a paid period; (e) of anything that is the Customer's responsibility under section 8 or an Excluded Event; or (f) the Customer did not purchase onboarding or training.

5.7 **Feature and change requests.** We welcome suggestions, and Chwezi Core Systems may add or modify features in response to them. However, Chwezi Core Systems is **not legally obligated to implement any feature request, change request or wish list** from any Customer or user, whether or not it was discussed, acknowledged

or agreed to be considered. Decisions about new features — what to build, when, and whether to build it at all — are made by Chwezi Core Systems alone. This does not affect our obligations under section 7.1 for the features already included in the Customer's plan.

6. Onboarding, training and Professional Services

> **IN SHORT** Maduuka is built so you can set it up yourself. If you want our team to set you up or train your staff, that is a separate paid service.

6.1 The Service is designed so that the Customer can set it up and start using it without assistance, using guided screens, industry templates and catalogue imports.

6.2 Onboarding, data migration, staff training, custom development and other Professional Services are not included in any Subscription. Where the Customer wants them, they are provided at an extra cost under a separate written quotation or agreement setting out their scope, fees and timing.

6.3 Unless that separate agreement says otherwise, these Terms (including the limitation of liability in section 15) also apply to Professional Services.

7. Chwezi Core Systems' responsibilities

> **IN SHORT** We are responsible for five things: keeping your data safe, keeping it confidential and private, keeping the platform secure, keeping the system available, and making sure the features in your plan work. Nothing more.

7.1 Chwezi Core Systems is responsible for exactly the following, performed with reasonable skill and care:

- **Data safety:** taking regular backups of Customer Data, maintaining the ability to restore it from those backups, and not losing or corrupting Customer Data through our own fault.
- **Confidentiality and privacy:** keeping all Customer Data and other information of the Customer strictly confidential and private; processing it only to provide the Service and on the Customer's instructions; never selling, renting or trading it, or using it for advertising or for Chwezi Core Systems' own purposes; limiting access to people who need it and binding every one of them to confidentiality; and disclosing it only where required by law or by order of a court, as set out in section 10.
- **Platform security:** securing the servers, application and infrastructure that we control, including separation of each customer's data from other customers' data, encryption, security updates, control of our own staff's access, and notifying the Customer of a personal data breach affecting Customer Data as required by law.
- **System availability:** keeping the Service running and reachable as described in section 12, fixing faults in the Service for which we are responsible, and giving notice of planned maintenance.
- **Working features:** fixing bugs and defects in the Service within a reasonable time according to their severity; maintaining and improving the performance of the Service; and ensuring that every feature included in the Customer's plan — including any feature we release to the Customer in an update — works as described and can be fully used by the Customer.

7.2 Any matter that is not listed in section 7.1 is not the responsibility of Chwezi Core Systems, including every matter listed in section 8.

7.3 **Technical support.** We provide technical support for faults, errors, login problems and specific questions about how a feature works, by email at support@maduuka.com and by phone on +256 784 464178, from Monday to Saturday, 08:00 to 18:00 East Africa Time, excluding public holidays in Uganda. Technical support does not include structured training of the Customer's staff, or setting up the Customer's account, products or workflows on the Customer's behalf; these are Professional Services.

7.4 Our security and data protection practices are further described in the Chwezi Core Systems Information Security Policy and the Chwezi Core Systems Data Protection and Privacy Policy, which we may update from time to time.

8. The Customer's responsibilities

> **IN SHORT** Your staff, your devices, your internet, your data and your legal compliance are your responsibility.

8.1 The Customer is responsible for, and Chwezi Core Systems has no responsibility or liability for, the following:

- **Managing its users.** Adding and removing Authorised Users, assigning roles and permissions, changing passwords and enabling two-factor authentication. *For example, if an employee leaves the business and the Customer does not deactivate that employee's login, and the former employee then logs in and deletes records, steals stock, commits fraud or does anything else unlawful, the Customer is responsible, not Chwezi Core Systems.*
- **Activity under its account,** whether authorised or not, where it results from the Customer's own credentials, devices, staff or agents.
- **Internet connection and power.** A proper, working internet connection and power supply. The web application requires an internet connection. The Android application has functions that work offline, but offline work is only recorded in the Service once the device reconnects, and the Customer must reconnect each device regularly.
- **Supported devices.** Accessing the Service from (a) a computer running a supported, up-to-date operating system — Microsoft Windows, Linux or Apple macOS — with a current version of a modern web browser; or (b) an Android smartphone or tablet with the **official Maduuka app installed from Google Play** (play.google.com/store/apps/details?id=com.chwezicore.maduuka). Copies of the app obtained from any other source are not supported and are used entirely at the Customer's own risk.
- **Device and network security.** Protecting every computer, phone and network used to access the Service, including up-to-date antivirus and anti-malware protection, protection against key-logging tools and spyware, firewalls and other measures against intrusion into the Customer's network, operating system security updates and screen locks. Chwezi Core Systems is not responsible for any loss caused by viruses, malware, key loggers or intrusion on the Customer's devices or networks.
- **Passwords.** Never disclosing any password to anyone, including Maduuka or Chwezi Core Systems staff, who will never ask for it. Any loss resulting from a disclosed, shared or weak password is the Customer's responsibility.
- **Other equipment:** printers, scanners and other equipment the Customer uses with the Service.
- **Lost, stolen or shared devices,** and revoking access from them promptly.
- **The accuracy of Customer Data** and every business decision made using it, including prices, stock counts, credit extended to customers, payroll figures and reports.

- **Its own legal and regulatory compliance,** including tax, VAT and EFRIS obligations, PAYE, NSSF and employment law, pharmacy and medicines regulation, hotel and food licensing, and data protection obligations towards the people whose data it enters. Maduuka is a tool. It is not an accountant, tax adviser, lawyer or pharmacist, and does not replace professional advice. Chwezi Core Systems is not responsible for the tax obligations of the Customer or its users (see section 11.3).
- **Its lawful basis** for collecting and processing the personal data it enters into the Service.
- **Keeping its own copies** of any records it is legally required to retain, using the Service's export features.
- **Third-party services** it chooses to use with Maduuka, as described in section 11.

Install the official Maduuka Android app

Scan the code or open Google Play and install **Maduuka** published by Chwezi Core Systems. Only the app from Google Play is supported.

9. Acceptable use and tampering

IN SHORT Use Maduuka only for lawful business — never for drugs, pornography or anything illegal where you operate. Any attempt to hack, copy or manipulate it ends in a permanent ban and legal action.

9.1 **No illegal business.** The Customer must not use the Service to operate, record, manage or conceal any business or activity that is illegal in Uganda or in any jurisdiction where the Customer operates, including, without limitation: trading in narcotics, illegal drugs or controlled substances without the licence the law requires; pornography or any form of sexual exploitation; human trafficking; illegal weapons or ammunition; counterfeit, smuggled or stolen goods; illegal wildlife products; illegal gambling; money laundering, terrorist financing or fraud; or tax evasion. The Customer must also not use the Service to break any law, to store or send unlawful, infringing or harmful content, to send spam, to upload malware, to interfere with the Service or other customers' use of it, or to attempt to access another customer's data. Chwezi Core Systems may immediately suspend and terminate any account that it reasonably believes is being used in breach of this section, without refund, and may report the matter to the relevant authorities.

9.2 **Tampering.** Any attempt by the Customer, its Authorised Users or anyone acting for it to hack, gain unauthorised access to, probe for vulnerabilities in, reverse engineer, decompile, copy, resell or manipulate the Service or its software will result in the **immediate and permanent termination of all access to all Chwezi Core Systems services**, without notice and without refund. In that case the Customer will have **no access to the Service, to Customer Data or to backups**, and the export period in section 17.4 does not apply. Chwezi Core Systems will preserve relevant data and logs as evidence, **will report the matter to the Uganda Police Force for prosecution under the Computer Misuse Act, 2011**, and will pursue civil remedies, including damages and injunctions, in the courts of the Republic of Uganda. Chwezi Core Systems will release Customer Data in such a case only where required by law or by order of a court.

9.3 Security researchers who discover a vulnerability in good faith should report it to info@chwezicore.com without accessing, altering or retaining any data. Responsible reporting under this section is not tampering.

10. Customer Data and privacy

> **IN SHORT** Your data belongs to you. We process it on your behalf to provide the Service, under our privacy policies.

10.1 As between the parties, the Customer owns Customer Data. The Customer grants Chwezi Core Systems a non-exclusive licence to host, copy, process and display Customer Data only as needed to provide, secure and support the Service and as required by law.

10.2 For personal data within Customer Data, the Customer is the data controller and Chwezi Core Systems acts as its data processor, processing that data on the Customer's instructions and in accordance with the Data Protection and Privacy Act, 2019 of Uganda.

10.3 How we handle personal data is described in the Maduuka Software Privacy Policy, the Chwezi Core Systems Data Protection and Privacy Policy and the Chwezi Core Systems Information Security Policy. Those documents form part of these Terms.

10.4 The Customer may export Customer Data at any time while its account is active or read-only, and during the export period after termination described in section 17.4, except as provided in section 9.2.

10.5 We may use anonymised and aggregated data that does not identify the Customer or any individual to operate, secure and improve the Service.

10.6 **Our confidentiality and privacy commitments.** Chwezi Core Systems is bound by its own approved policies, which apply to Maduuka and to all Customer Data. The Chwezi Core Systems Data Protection and Privacy Policy (CCS-POL-DPP-02) states: “We do not sell personal data, and we do not use it for third-party advertising.” It requires Chwezi, when processing data for a client, to “process the data only on the client’s documented instructions”, to “not use client data for its own purposes, including marketing or product analytics that identify individuals”, and to “bind every person who has access to the data to confidentiality”. The Chwezi Core Systems Information Security Policy (CCS-POL-ISP-01) sets the rules Chwezi applies “to protect the confidentiality, integrity and availability of the information we hold, the systems we build and host, and the client environments we work in.” Those controls include “access on a need-to-know basis, multi-factor authentication for administrative access, encryption in transit and at rest, daily encrypted backups, logging and monitoring, annual penetration testing of hosted products, staff confidentiality agreements and annual training.”

11. Third-party services and tax systems

> **IN SHORT** Mobile money, SMS, banks, printers and tax systems are run by others, and we are not responsible when they fail. Maduuka is not pre-connected to EFRIS or any other tax system: you must ask us to integrate it, and your taxes remain your responsibility.

11.1 The Service can work with services provided by third parties, such as mobile money networks, banks, SMS and messaging services, email delivery providers, receipt printers, app stores and tax authority systems such as EFRIS.

11.2 Those services are provided under the third party's own terms. Chwezi Core Systems does not control them and is not responsible for their availability, accuracy, charges or failures, or for any loss caused by them.

11.3 **Electronic tax systems such as EFRIS.** Maduuka does **not** come pre-connected to the Uganda Revenue Authority's Electronic Fiscal Receipting and Invoicing Solution (EFRIS) or to any other electronic tax, fiscal receipting or e-invoicing system in any country. Integration with such a system is a **separate service that the Customer must request** by contacting Chwezi Core Systems. Any applicable fees will be quoted before work begins, and the Customer must provide its own registration, credentials and authorisations from the tax authority. Until an integration has been requested, configured and confirmed by Chwezi Core Systems in writing, the Service does not send any data to a tax authority. Whether or not an integration is in place, the Customer alone remains responsible for all of its tax obligations, including registration, fiscal receipting, filing, payment and the accuracy of what is submitted. Chwezi Core Systems is not responsible for any tax, penalty, interest or assessment imposed on the Customer, or for the availability of any tax authority system.

12. Availability, maintenance and changes to the Service

IN SHORT We aim for 99.5% uptime each month, but this is a target, not a guarantee. Government shutdowns, power cuts and network failures are outside our control.

12.1 The Service is designed to be accessible at all times, subject to this section. Chwezi Core Systems **aims** to make the Service available 99.5% of the time in each calendar month, excluding planned maintenance and Excluded Events. This is a target, not a guarantee. Not meeting it is not a breach of these Terms and does not entitle the Customer to any refund, credit or compensation.

12.2 We will give at least 48 hours' notice of planned maintenance that is expected to interrupt the Service and will, where possible, carry it out outside business hours. Urgent maintenance needed to protect security or the integrity of the Service may be carried out without notice.

12.3 We may improve, change or remove features of the Service. We will not remove a feature included in the Customer's plan during a billing period the Customer has already paid for, except where removal is urgently required for security or legal reasons. We will give at least 30 days' notice before removing a significant feature. Improving or changing a feature, or removing it in accordance with this section, does not entitle the Customer to a refund.

12.4 **Excluded Events.** Chwezi Core Systems is not responsible for any interruption, delay or failure caused by any of the following (each an "Excluded Event"):

- an internet shutdown, throttling, blocking or restriction ordered or carried out by any government, regulator or telecommunications operator, in Uganda or in any other country where the Customer operates;
- failure of the Customer's internet connection, power supply, devices or equipment;
- outages of telecommunications networks, internet service providers, mobile money networks, SMS or messaging services, banks, app stores or tax authority systems;
- failure of hosting, data centre or other third-party providers beyond our reasonable control;
- any event described in section 21.1 (force majeure);
- the Customer's breach of these Terms, or suspension of the account under these Terms.

12.5 During an Excluded Event, the Subscription period continues to run. The Customer is not entitled to any refund, credit or extension of its Subscription because of an Excluded Event.

13. Intellectual property and feedback

> **IN SHORT** We own the software and the Maduuka brand. You own your data.

13.1 The Service, the Maduuka software, its source code, design, documentation, the Maduuka name, logos and trademarks, and all related intellectual property rights belong to Chwezi Core Systems or its licensors.

13.2 If the Customer or its Authorised Users give us suggestions or feedback, we may use them freely and without any obligation to the Customer.

14. Warranties and disclaimers

> **IN SHORT** We promise to deliver the responsibilities in section 7 with reasonable care. Beyond that, Maduuka is provided as it is.

14.1 Chwezi Core Systems warrants that it will perform its responsibilities in section 7 with reasonable skill and care, and that the Service will perform materially as described on the Maduuka website and in the Service at the time of use.

14.2 The web application requires an internet connection. The Android application has functions that work offline, as described at maduuka.com/en/offline-pos-app. Work recorded offline is stored on the device and becomes part of the Service only when the device reconnects and the server accepts it. The server checks each item and issues the official document numbers; it may refer an item to the Customer for review, for example where stock has run out. Offline sign-in, prices and tax details on a device are valid for a limited period, after which the device must reconnect. Chwezi Core Systems is not responsible for work lost because a device is lost, damaged, reset or has its app data cleared before it reconnects, and other functions, including payments other than cash or on account, approvals, refunds and reports, require a connection.

14.3 Except as stated in section 14.1, and to the fullest extent permitted by law, the Service is provided "as is" and "as available". We do not warrant that the Service will be uninterrupted or error-free, that it will meet every requirement of the Customer, or that reports and calculations produced from Customer Data will satisfy any legal, tax or regulatory requirement. All other warranties, conditions and terms, whether express or implied by law, are excluded.

15. Limitation of liability

> **IN SHORT** If we are ever liable, the most we will pay is what you paid us in the 12 months before the claim. We are not liable for lost profits or indirect losses.

15.1 Chwezi Core Systems' total liability to the Customer for all claims arising out of or in connection with these Terms or the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total fees actually paid by the Customer to Chwezi Core Systems in the 12 months immediately before the event giving rise to the claim. Where the Customer has paid no fees, that liability is limited to UGX 100,000.

15.2 Chwezi Core Systems is not liable for any: (a) loss of profit, revenue, sales, business, contracts or goodwill; (b) loss of anticipated savings; (c) cost of re-entering or reconstructing data, except to the extent caused by our breach of section 7.1; (d) loss arising from the acts or omissions of the Customer, its Authorised Users, former

employees or agents; or (e) indirect, special or consequential loss, in each case even if we were told such loss was possible.

15.3 Chwezi Core Systems is not liable for any loss arising from a matter that is the Customer's responsibility under section 8, from use of the Service other than as intended under section 3.4, from third-party services under section 11, or from an Excluded Event.

15.4 Nothing in these Terms limits or excludes liability for fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

16. Indemnities

> **IN SHORT** Each side protects the other against claims caused by its own side.

16.1 The Customer will indemnify Chwezi Core Systems against all claims, losses, fines and reasonable legal costs arising from: Customer Data; the acts or omissions of the Customer, its Authorised Users, former employees or agents; the Customer's breach of any law or regulation; or the Customer's breach of section 3 or section 9, including any use of the Service other than as intended.

16.2 Chwezi Core Systems will indemnify the Customer against any claim by a third party that the Maduuka software, used in accordance with these Terms, infringes that third party's intellectual property rights, provided that the Customer notifies us promptly, allows us to control the defence and settlement, and gives us reasonable assistance. If such a claim is made, we may modify the Service so that it no longer infringes, obtain the right for the Customer to continue using it, or end the affected part of the Service and refund prepaid fees for the unused period.

17. Suspension and termination

> **IN SHORT** You can cancel at any time. Unpaid or abused accounts can be suspended and closed. After closure you have 30 days to export your data before it is deleted.

17.1 **Cancellation by the Customer.** The Customer may cancel at any time from its account settings. Cancellation takes effect at the end of the current paid billing period. No partial refund is given for the remainder of that period.

17.2 **Termination for non-payment.** We may terminate an account that remains unpaid at the end of the read-only period described in section 5.4.

17.3 **Suspension and termination for breach.** We may suspend the Customer's access immediately, and may terminate these Terms, if the Customer commits a serious breach of these Terms, including fraud, abuse of the Service, unlawful use, or a breach of section 3 or section 9. Section 9.2 applies to tampering.

17.4 **Export period and deletion.** After termination, except under section 9.2 or where the law or an investigation prevents it, the Customer has 30 days to export its Customer Data. After that period, Customer Data is permanently deleted from the Service, and deleted from backups in line with our backup cycle, unless the law requires us to keep it.

17.5 **Effect of termination.** On termination, the licence in section 3 ends and any fees owed remain payable. Sections 8, 9.2, 10, 13, 15, 16, 17, 18, 19 and 21 continue to apply.

17.6 **Discontinuation of Maduuka.** If Chwezi Core Systems decides to discontinue Maduuka entirely, it will give at least 90 days' notice, allow the Customer to export all Customer Data, and refund any prepaid fees for the unused part of the Customer's billing period.

18. Confidentiality

> **IN SHORT** Each side keeps the other's confidential information private.

18.1 Each party will keep confidential, and use only for the purposes of these Terms, any non-public information of the other party that it receives in connection with the Service, including Customer Data and non-public information about the Service. This does not apply to information that is or becomes public through no fault of the receiving party, was already lawfully known to it, or must be disclosed by law or by order of a court or regulator.

19. Disputes, governing law and language

> **IN SHORT** Ugandan law applies. We first try to settle disputes by talking; if that fails, the courts of Uganda decide.

19.1 These Terms, and any dispute or claim arising out of or in connection with them or the Service, are governed by the laws of the Republic of Uganda, regardless of the country in which the Customer is located.

19.2 A party with a dispute must first notify the other in writing. The parties will then negotiate in good faith for 30 days to resolve it. Notices to Chwezi Core Systems must be sent to info@chwezicore.com.

19.3 If the dispute is not resolved within 30 days, the courts of the Republic of Uganda have exclusive jurisdiction.

19.4 Nothing in this section prevents Chwezi Core Systems from applying to any court at any time for urgent injunctive or other interim relief, including to stop unauthorised copying, use or resale of the Service.

19.5 These Terms are published in English and French. If there is any conflict or difference between the versions, the English version prevails.

20. Changes to these Terms

> **IN SHORT** We will give you 30 days' notice of significant changes. If you keep using Maduuka after that, you accept them.

20.1 We may change these Terms. For significant changes, we will give at least 30 days' notice by email or in the Service before the change takes effect. Corrections and clarifications that do not reduce the Customer's rights take effect when published.

20.2 If the Customer continues to use the Service after a change takes effect, the Customer accepts the changed Terms. A Customer that does not accept a significant change may cancel before it takes effect.

20.3 Each version of these Terms carries a version number and effective date. Previous versions are available on request.

21. General

> **IN SHORT** Standard legal provisions, including events outside anyone's control.

21.1 **Force majeure.** Neither party is liable for any failure or delay caused by events beyond its reasonable control, including action by any government or regulator (including internet shutdowns or restrictions), failure of internet, power or telecommunications services, natural disasters, fire, flood, epidemics or pandemics, war, terrorism, civil unrest, strikes and failure of hosting or other third-party providers. This does not excuse the Customer's obligation to pay fees.

21.2 **Assignment.** The Customer may not transfer its rights or obligations under these Terms without our written consent. We may transfer ours to an affiliate or to a successor to the Maduuka business, with notice to the Customer.

21.3 **Entire agreement.** These Terms, the documents referred to in them, and any separate agreement for Professional Services form the entire agreement between the parties about the Service and replace all earlier statements and understandings about it.

21.4 **Severability.** If any provision of these Terms is found invalid or unenforceable, it will be applied to the greatest extent permitted, and the remaining provisions will continue in full force.

21.5 **No waiver.** A failure or delay in exercising a right is not a waiver of it.

21.6 **Notices.** We may give notices to the Customer by email to the account's registered email address or by notice in the Service. The Customer must give notices to Chwezi Core Systems by email to info@chwezicore.com, or in writing to Chwezi Core Systems Limited, Salaama Road, Munyonyo, Kampala, Uganda.

21.7 **Relationship.** The parties are independent contractors. Nothing in these Terms creates a partnership, agency or employment relationship.

22. Contact

> **IN SHORT** How to reach Chwezi Core Systems about these Terms.

- **Company:** Chwezi Core Systems Limited (registration number 80034847127066)
- **Address:** Salaama Road, Munyonyo, Kampala, Uganda
- **Email:** info@chwezicore.com
- **Phone:** +256 784 464178
- **Technical support:** support@maduuka.com

Acceptance and record

The Customer accepts these Terms electronically when creating its Maduuka account. Chwezi Core Systems keeps a record of each acceptance (account, date and time, and the version of the Terms accepted), which is evidence of the agreement between the parties.

Chwezi Core Systems Limited · Registration no. 80034847127066 · Salaama Road, Munyonyo, Kampala, Uganda

This document is also published at https://maduuka.com/en/software-terms/