

#### **USE EASY PORTAL TERMS OF SERVICE**

These terms help define the relationship between you and USE. By proceeding to sign up for an easy portal account, accessing the account and utilizing the easy portal services you agree to abide by the following terms and conditions governing your use of USE Easy portal platform and the services provided hereunder.

We/ Us/Our/USE means the Uganda Securities Exchange and its affiliated company i.e. USE Nominees Limited trading as the Securities Central Depository (SCD). "You," refers to the Easy portal account holder or user.

# Opening and Use of a USE Easy Portal Account

If you meet the age requirement of **18 years and above**, you can create an easy portal account for convenience in accessing information regarding your investment portfolio and activity in relation to securities listed on the Uganda Securities Exchange.

You are responsible for what you do with your easy portal account including taking reasonable steps to keep your easy portal account secure. You shall take full responsibility for keeping your account login details confidential and shall not hold us responsible for any unauthorized access as result of carelessness on your part in this regard

You agree to promptly inform USE anytime you notice unauthorized access or attempt to login into your client account without permission.

#### Service-related communications

To provide you with our services, we may send you service announcements and other information and you consent to receiving this information via your easy portal account.

Information transmitted via unsecured communication media is susceptible to potential unlawful access, distortion, or monitoring. You agree to comply with the security tips which are published on the media you use. You accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof.

### **Collection and use of Personal Information**

Opening up an easy portal account requires provision of personal information including names, date of birth, address ,contact details and national identification number .You consent to us collecting your personal information from you for regulatory compliance purposes, as well as the purposes set out below:

- a. Marketing and advertising purposes, for our products, services and special offers
- b. to contact for research purposes and customer surveys
- c. Communicate information, news relating to the securities market

## Confidentiality

We will treat your personal information as private and confidential. Nothing about your account nor your name and address will be disclosed to anyone, other than in the following exceptional circumstances:

- (1) Where we are legally compelled to do so by court order issued by a court of competent jurisdiction or directive of a Regulatory body with authority to require such disclosure;
- (2) Where it is in the public interest to disclose

## **Intellectual Property Rights**

USE reserves the sole right to all trademarks, trade secrets, copy rights and any other form of intellectual property relating to any product or service on this platform including the derivatives work or any information derived from using client data.

You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

# **Service Warranty**

We shall provide our services using reasonable skill and care. If the services do not meet the quality level described in this warranty, you agree to tell us and we shall work with you to try to resolve the issue. If you choose to give us feedback, such as suggestions to improve our services, we **may** act on your feedback but without specific obligation to you.

#### **Disclaimers**

The only commitments we make about the easy portal services (including the availability of the services and their specific functions are described in the warranty section above and stated in the terms related to online SCD account opening .We do not make any other commitments about our easy portal services other than those specified above.

### **Dispute Resolution**

In the event you are aggrieved by actions of USE, you will bring forth your complaint to the notice of USE for amicable resolution of the matter. After expiration of 30 days without resolution of the dispute, you shall be at liberty to use any means available to you to seek legal redress.

#### **Changes and Variations**

By agreeing to these terms, you consent to new products, services or features on the Easy platform as we may introduce from time to time. Your use of such new products, services or features shall be subject to these terms of services and any other terms and conditions that may be provided with the introduction of such new products and/ or services.

We reserve the right to update these terms and specific additional terms to reflect changes in our services— for example, when we add new technologies, pricing, or benefits (or remove old ones), for legal, regulatory, or security reasons, or to prevent abuse or harm.

Where there is a material change in these terms or service-specific additional terms, we shall provide you with reasonable advance notice except in instances where:

- (1) when we launch a new service or feature.
- (2) where the change is to ensure compliance with a particular law or government/regulatory directive or
- (3) in urgent situations, such as preventing ongoing abuse

# **Third Party Rights**

These terms describe the relationship between you and us. They do not create any legal rights for other people or organizations, even if they benefit from that relationship under these terms.

#### Conflict

If these terms conflict with any specific terms and conditions governing a particular service offered through the easy portal account, the additional terms that govern that service will prevail

## Termination or suspension of an Easy Portal account

We reserve the right to suspend or terminate your access to the services or delete your easy portal account if any of these things happen:

- (1) you materially or repeatedly breach these terms,
- (2) we are required to do so to comply with a legal requirement or a court order
- (3) we reasonably believe that your conduct causes harm or liability to a user, third party, or USE for example, by hacking, phishing, harassing, spamming, misleading others

Where you believe that your easy portal account has been suspended or terminated in error, you may appeal through contacting scd @ use.or.ug

### Severability:

If a particular term is not valid or enforceable, this will not affect any other terms.

#### No waiver:

Our inaction in the event that you have not followed these terms and conditions shall not in any way imply our waiver of our right to take action in future.

#### Law Applicable

These terms of service shall be governed by and construed in accordance with laws of Uganda.