

TERMS AND CONDITIONS OF USE

These Terms and conditions were last Updated on March 1, 2026 and are effective immediately.

These Terms and Conditions of Use ("Terms") govern your access to and use of the services provided by KaCyber Security Technologies Limited ("KaCyber," "we," "our," or "us"), including those operated in partnership with social clubs, schools, government authorities, private sector businesses, Bus Operator clients listed on the platform, Uganda Railways Corporations (URC) and Kiira Motors Corporation (KMC) for the E-Bus Xpress mass transport service (ebusxpressgo.com and ebusxpress.africa).

By accessing or using our Site, Software, APIs, or online services (collectively, the "Services"), you agree to be bound by these Terms and the laws of the Republic of Uganda.

1. Scope of Services

The Services include, but are not limited to:

- Digital Ticketing and Booking: Online and mobile platforms for transport reservations.
- KaCyber Go (weGo) Smart Card & Payments: Secure, contactless card systems and QR code ticketing.
- Integrated Platforms: All associated web pages, applications, and APIs provided by KaCyber.

2. Eligibility and Authority

- Age: You must be at least 18 years of age to use our Services. If you are a parent or guardian who believes a minor is using the Services without consent, please contact us at info@kacyber.com.

- Entity Representation: If you use the Services on behalf of another person or entity, "you" includes that entity. You represent that you are authorized to bind that entity to these Terms.

3. User Accounts and Security

To access certain features, you must create an account. You agree to:

- Accuracy: Provide and maintain accurate, current, and complete information.
- Confidentiality: Maintain the security of your login credentials and use a strong, unique password. Do not share your account with others.
- Reporting: Notify KaCyber within 24 hours if you discover or suspect any unauthorized access, security breach, or misuse of the platform.
- Liability: You are fully responsible for all activities that occur under your account.

4. User Information and Communication

- Privacy: Our collection and use of your data are governed by our Privacy Policy.
- KYC Compliance: Where required for payment processing or regulatory compliance, you agree to cooperate with Know Your Customer (KYC) identity verification requests.
- Communication: You consent to receive electronic communications (e-mails, SMS, WhatsApp messages, or in-app notifications) regarding your use of the Services.

5. Acceptable Use and Prohibited Conduct

Your use of the platform must strictly comply with the Computer Misuse Act, 2011 (Uganda). You agree not to:

- Reverse Engineering: Decompile, disassemble, or attempt to derive the source code of the platform or bypass any License Control Mechanisms.

- Data Interference: Attempt to intercept, decrypt, or locally store raw smartcard data, as cryptographic logic resides exclusively with the licensor.
- Security Threats: Introduce viruses, malware, or engage in denial-of-service attacks.
- AI Training: Use the Services or any platform content to develop, train, or enhance any artificial intelligence model or competing product.
- Unauthorized Access: Use or attempt to use another user's account without authorization.

6. Intellectual Property Rights

- Ownership: KaCyber (and its licensors) is the sole owner of all intellectual property rights in the Services, including text, graphics, software, and branding.
- Limited License: We grant you a limited, personal, non-transferable, and revocable license to use the client-facing features of the platform for your personal travel and payment needs.
- Restrictions: You may not remove, alter, or obscure any proprietary notices or branding from the Services.

7. Billing, Payments, and Third Parties

- Authorization: You represent that you have the right to use your provided payment method. You authorize us (via third-party processors) to charge you for all applicable fees and taxes.
- Third-Party Failures: The platform integrates with third-party telecommunications and payment gateways. KaCyber is not liable for delays, failures, or issues caused by these third-party systems.

8. Disclaimers

Your use of the Services is at your sole risk.

- "As Is" Basis: To the fullest extent permitted by law, the Services are provided "as is" and "as available" without warranties of any kind, express or implied.

- No Guarantee: KaCyber does not warrant that the Services will be uninterrupted, error-free, or free of harmful components. You assume the entire risk regarding the quality and performance of the Services.

9. Limitation of Liability and Release

- Indirect Damages: To the fullest extent permitted by law, KaCyber will not be liable for any indirect, incidental, punitive, or consequential damages, or lost profits.
- Liability Cap: Our total liability for any claim arising from these Terms is limited to the total fees paid by you to KaCyber in the six months preceding the claim.
- Release: You release KaCyber and its partners from liability arising from disputes between you and other users (e.g., passengers or drivers) or the acts of third parties.
- Exceptions: Nothing in these Terms limits liability for gross negligence, fraud, or intentional misconduct.

10. Governing Law and Dispute Resolution

- Governing Law: These Terms are governed by the laws of the Republic of Uganda.
- Informal Resolution: Before initiating formal proceedings, you agree to notify us at info@kacyber.com and attempt to resolve the dispute through good-faith negotiations for at least 30 days.
- Mediation and Arbitration: If unresolved, the dispute shall be referred to mediation at the Centre for Arbitration and Dispute Resolution (CADER) in Kampala. If mediation fails, the dispute shall be settled by binding arbitration under the ICAMEK Arbitration Rules 2018. The seat of arbitration shall be Kampala, Uganda, and the language shall be English.
- IP Claims Exception: Disputes regarding the infringement of KaCyber's intellectual property (e.g., reverse engineering) may be brought directly before the courts of the Republic of Uganda.

11. Modifications and Termination

- Updated Terms: We may update these Terms periodically. We will notify you of changes by updating the "Last Updated" date or via e-mail. Continued use after such notice constitutes acceptance.
- Service Changes: We reserve the right to modify, suspend, or terminate the Services at any time.
- Survival: Provisions regarding Intellectual Property, Liability, Indemnification, and Dispute Resolution will survive the termination of these Terms.

Contact Us

If you have any questions, comments, concerns or require support regarding these Terms and Conditions of Use, please contact us at: info@kacyber.com

You can also write us as follows:

KaCyber Security Technologies Limited

Attn: Data Protection Officer / Chief Executive Officer
National ICT Innovation Hub Nakawa
Plot 19-21 Port Bell Road
P.O. Box 8268
Kampala, Uganda

Email: info@kacyber.com

Tel/WhatsApp: +256 780 772772

Refer to the updated version of these terms via <https://kacyber.net/app/terms/terms-and-conditions>

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