

1. Acceptance of terms

Thank you for using GLOMO MONEY's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to the service, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the terms and that the terms control your relationship with us. So please read all the terms carefully. If you use the APIs as an interface to, or in conjunction with other GLOMO MONEY products or services, then the terms for those other products or services also apply (including the Privacy Policy, Brand Guidelines, and general Terms of Service, which are incorporated here by reference).

2. Keys Definitions

2.1 Application – Any software application, website, or product you create or service you offer using the GLOMO MONEY API.

2.2 API Documentation – The documentation, data and information that GLOMO MONEY provides regarding the use of the GLOMO MONEY API through the Developer Site and any information obtained from You through the API application and registration process.

2.3 Data – means any data and content uploaded, posted, transmitted or otherwise made available by users via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.

2.4 Developer Site – GLOMO MONEY's Developer site found at <https://awallet.glomoapp.com/>

2.5 GLOMO MONEY API or "our API" – The publicly available GLOMO MONEY Application Programming Interface ("API") as well as the related API Documentation which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by GLOMO MONEY (in its sole discretion) to you.

GLOMO MONEY Brand – The GLOMO MONEY brand and brand assets, including but not limited to names, logos, trade names and trademarks.

2.6 Service(s) – GLOMO MONEY's real-time communication, messaging, archiving and search services and related systems and technologies, as well as the website <https://awallet.glomoapp.com/> (the "Site"), and all software, applications, data, reports, text, images, and other content made available by or on behalf of GLOMO MONEY through any of the foregoing. The "Service" does not include Data or any software application or service that is provided by you

or a third party (including Applications), whether or not GLOMO MONEY designates them as “official integrations”. GLOMO MONEY makes no representation or warranty concerning third party software and shall have no obligation or liability with respect to third party software.

3. Capacity to use the service

3.1 You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with GLOMO MONEY

3.2 If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

4. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to GLOMO MONEY will always be accurate, you should be able to provide the original copies at any time and up to date and you'll inform us promptly of any updates and will form part of the API documentation.

5. Use of GLOMO MONEY API, GLOMO MONEY Data and Prohibitions

5.1 You may not use the GLOMO MONEY API or any other technology in a manner that accesses or uses any information beyond what GLOMO MONEY allows under the API Documentation; that changes the Service; that breaks or circumvents any of GLOMO MONEY's technical, administrative, process or security measures; that disrupts or degrades the performance of the GLOMO MONEY Service or the GLOMO MONEY API; or that tests the vulnerability of GLOMO MONEY's systems or networks.

5.2 You will only access (or attempt to access) an API by the means described in the documentation of that API. If GLOMO MONEY assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts

5.3 You shall require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

5.4 You shall comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You

**CONTRAT DE SOUSCRIPTION A L'API GLOMO MONEY POUR LES
GLOMO OPERATOR**



shall not use the APIs to encourage or promote illegal activity or violation of third party rights. You shall not violate any other terms of service with GLOMO MONEY (or its affiliates).

5.5 You shall not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

5.6 You shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. You shall not reverse engineer, decompile, modify, disassemble, derive source code, trade secrets, or know-how in the GLOMO MONEY API or portion thereof or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.

5.7 You shall not use the GLOMO MONEY API to replicate or compete with core products or services offered by GLOMO MONEY. You acknowledge and agree that GLOMO MONEY has or may in the future offer products or services that are similar to your Application, and nothing will prevent GLOMO MONEY from doing so;

5.8 You may charge for your Application. However, you shall not sell, rent, lease, sublicense, redistribute, or syndicate access to the GLOMO MONEY API. All rights not expressly granted are reserved by GLOMO MONEY and, except as expressly set forth herein, no license is granted by GLOMO MONEY under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property right of GLOMO MONEY. Subject to clause 5.9, nothing herein shall be deemed to authorize you to use GLOMO MONEY's trademarks or trade names in your advertising, marketing, promotional, sales or related materials. GLOMO MONEY reserves all rights not otherwise expressly granted in this Agreement.

5.9 You agree to display any attribution(s) required by GLOMO MONEY as described in the documentation for the API and as an addendum of the present. GLOMO MONEY hereby grants to you a non-transferable, non-sub licensable, nonexclusive license while the Terms are in effect to display GLOMO MONEY's Brand Features for the purpose of promoting or advertising that you use the GLOMO MONEY API. You must only use the GLOMO MONEY brand features in accordance with the terms and for the purpose of fulfilling your obligations under this Section. In using GLOMO MONEY's brand features, you must follow its brand guidelines. You understand and agree that GLOMO MONEY has the sole discretion to determine whether your attribution(s) and use of GLOMO MONEY's logo are in accordance with the above requirements and guidelines.

5.10 GLOMO MONEY sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in GLOMO MONEY's sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain GLOMO MONEY's express consent (and GLOMO MONEY may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the GLOMO MONEY IT Support Unit Via MoMoCorporate.CM@mtn.com

5.11 You shall set up a Customer Service Desk and Helpline to address all Your Customer related queries and complaints. If your Product is generating an excessive number of requests to MTN Mobile Money Zambia Customer Service channels, you agree to discuss with GLOMO MONEY commercial terms to handle them.

5.12 You agree not to assert any Intellectual Property rights related to the API or applications developed using the GLOMO MONEY API against MTN Mobile Money Zambia, Its distributors, its Customers, or other licensees of the GLOMO MONEY API for making, using, selling, offering for sale, or importing any products or technology developed using the GLOMO MONEY API.

5.13 You shall not publish the results of any benchmark tests run on the API without prior written permission from GLOMO MONEY .

5.14 GLOMO MONEY shall not be obligated to provide any support for the API under this Agreement. Nothing herein shall be construed to require GLOMO MONEY to provide support services or updates, upgrades, bug fixes or modifications to the GLOMO MONEY API.

6. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the API documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with GLOMO MONEY for the applicable open source software.

7. API License

Subject to these terms, GLOMO MONEY hereby grants you (the Licensee) a limited, non-exclusive, non-transferable, royalty license (without the right to sublicense) to use the API solely for the purpose of your internal development efforts to develop applications to work in conjunction with the GLOMO MONEY products referenced in the API and for which the API was provided. You, the Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party or incorporate the API in any software, product, or technology. The Terms are non-exclusive. You acknowledge that GLOMO MONEY may develop products or services that may compete with the API Clients or any other products or services.

8. Audit Rights

8.1 You acknowledge and agree that GLOMO MONEY may, from time to time, allow and appoint statutory auditors, internal auditors, consultants or GLOMO MONEY personnel to conduct technical audits of your equipment, products, software and/or the services, and which audits shall extend to a review of tool architecture, configurations, reconciliations, filters, alarms, security, and other similar system audit requirements and compliance to information security requirements.

8.2 You agree to correct any deficiencies found during such audit or inspection. The performance of such audits shall not relieve your obligations under these terms. If deficiencies are not satisfactorily resolved, GLOMO MONEY reserves the right to IMMEDIATELY terminate your use of the GLOMO MONEY API.

9. Ownership

9.1 As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the;

- (1) GLOMO MONEY APIs, documentation, and all elements and components thereof;
- (2) Data & databases;
- (3) GLOMO MONEY Services; and
- (4) Brand Features (collectively, the "GLOMO MONEY Materials").

Except for the express licenses granted in this API Terms of Use, GLOMO MONEY does not grant you any right, title, or interest in the GLOMO MONEY Materials. You agree to take such actions as GLOMO MONEY may reasonably request to perfect GLOMO MONEY's rights to the GLOMO MONEY Materials.

9.2 GLOMO MONEY does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

10. Term and Termination

10.1 These API Terms of Use will go into effect on the date upon which you agree to them, by accessing or using the GLOMO MONEY API, and will continue until terminated as set forth herein.

10.2 You may terminate this API Terms of Use by discontinuing use of our APIs.

10.3 GLOMO MONEY may change, suspend or discontinue the GLOMO MONEY API and suspend or terminate your use of the GLOMO MONEY API, the GLOMO MONEY Service, and/or GLOMO MONEY Brand at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the GLOMO MONEY API if it, in our sole discretion, may negatively affect our Service or our ability to provide our Service.

10.4 Although we are under no obligation to monitor data, GLOMO MONEY may monitor your data and/service and may terminate and/or suspend your use of the GLOMO MONEY API if we receive a notice of an infringing data message under section 31 of the Electronic Transactions Act, 2011.

10.5 Upon termination of this API Terms of Use:

10.5.1 All rights and licenses granted to you will terminate immediately;

10.5.2 You will promptly destroy documentation and any other GLOMO MONEY information in your possession or control that was received under this API Terms of Use;

10.5.3 Unless we agree otherwise in writing or as stated in this API Terms of Use, you must permanently delete all Data and other information that you stored pursuant to your use of the GLOMO MONEY APIs. GLOMO MONEY may request that you certify in writing your compliance with this section; and

10.5.4 GLOMO MONEY will make commercially reasonable efforts to remove all references and links to your Application from its Services (GLOMO MONEY has no other obligation to delete copies of, references to, or links to your Application).

10.6 When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 8 (Audit), 10 (Termination), 11 (Liability), and 16 (General Provisions).

11. Disclaimer of Warranties ; Limitation of Liability ; Indemnity

11.1 No Warranties. The GLOMO MONEY API and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and GLOMO MONEY expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that GLOMO MONEY does not warrant that the GLOMO MONEY API will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the GLOMO MONEY API, and no information, advice or services obtained by you from GLOMO MONEY or through the developer site shall create any warranty not expressly stated in this API terms of use.

11.2 Limitation on Liability. Under no circumstances and under no legal theory (whether in contract, tort, or otherwise) shall GLOMO MONEY be liable to you or any third party for (a) any indirect, incidental, special, exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data, or (b) any matter beyond our reasonable control. The provisions of this clause allocate the risks under these terms between the parties, and the parties have relied on these limitations in determining whether to enter into these terms of use. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. In these jurisdictions, GLOMO MONEY 's liability will be limited to the greatest extent permitted by law.

11.3 Indemnity You agree to defend, hold harmless and indemnify GLOMO MONEY , and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Application, GLOMO MONEY API or Data, use of GLOMO MONEY Brand, or violation of this API Terms of Use, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action .

12. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement of GLOMO MONEY without GLOMO MONEY 's prior written approval.

13. Confidentiality

13.1 The API contains valuable proprietary information and trade secrets of GLOMO MONEY and its suppliers that remain the property of GLOMO MONEY . You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

13.2 You shall not disclose, advertise, or publish these terms and conditions without the prior written consent of GLOMO MONEY . Any press release or publication regarding these terms is subject to prior review and written approval of GLOMO MONEY.

14. Data Protection

14. 1 You agree that you shall not attempt to and/or use the GLOMO MONEY API to extract any GLOMO MONEY customer personal data for any personal or commercial purposes except as expressly authorized by GLOMO MONEY .

14.2 You agree to implement, and at all times maintain, appropriate technical and organizational measures to protect any Customer Personal Data that may come into your possession as a result of using the GLOMO MONEY API, against unauthorized or unlawful processing and accidental loss or damage by your employees, subcontractors agents or any other persons acting on your behalf;

14.3 You shall be obligated to provide to GLOMO MONEY at any time on request a detailed written description of the technical and organizational measures in place to protect the customer personal data;

14.4 You agree to comply at all times with any obligations under any applicable Data Protection Law in force, and shall not, by act or omission, put GLOMO MONEY in breach of, or jeopardize, any registration under any such Data Protection Law;

14.5 You shall promptly (and in any event within [two] Business Days) and fully notify GLOMO MONEY in writing of any notices received by any persons, organizations or government bodies relating to the processing of any customer personal data, including subject access requests, complaints and/or correspondence from any Regulatory Body and provide such information and assistance as GLOMO MONEY may require in relation to such notice (at no cost to GLOMO MONEY) and in no event will you or any of your personnel respond directly to any such request, complaint or correspondence without GLOMO MONEY 's prior written consent unless and to the extent required by law (and in such circumstances you shall give GLOMO MONEY prior written notice of its intention to respond directly);

14.6 You agree to promptly (and in any event within [two] Business Days) fully notify GLOMO MONEY in writing if any of GLOMO MONEY customer's personal data has been disclosed in breach of this clause or if it suspects or becomes aware of any actual, threatened or potential breach of security in respect of any GLOMO MONEY customer personal data or if it is lost, corrupted, damaged or unintentionally deleted.

14.7 You agree to permit GLOMO MONEY and its representatives (at no cost to GLOMO MONEY) to inspect and audit your data processing activities (and those of your authorized data third parties) and comply with all requests to enable GLOMO MONEY to verify and/or procure that you are complying with this clause;

14.8 You shall not permit any processing of GLOMO MONEY customer personal data by any agent or sub-contractor or other third party (Data Third Parties) without the prior written authorization of GLOMO MONEY .

14.9 If and to the extent that you collect and pass any customer personal data to GLOMO MONEY , you warrant that you have obtained appropriate consent from all Data Subjects to whom it relates, to pass their personal data to GLOMO MONEY for the purposes for which the customer intends to use it and that such data is accurate and up to date.

14.10 In the event of a breach, or potential breach of your obligations under these terms or any threat to the security of GLOMO MONEY 's customer personal data, you shall:

14.10.1 Take immediate steps to remedy the breach or prevent the potential breach or remove the threat;

14.10.2 Promptly take measures to ensure there is no repetition of the incident in the future;

14.10.3 Promptly (and in any event within [one] Business Day) provide GLOMO MONEY with full details in writing of the steps and measures taken;

14.10.4 Comply (at no cost to the Customer) with all requests made by the Customer in respect of the same.

14.11 You agree to indemnify and keep indemnified GLOMO MONEY in full and hold it harmless on demand from and against any and all losses suffered or incurred by GLOMO MONEY or for which the Customer may become liable arising out of or in connection with any breach by you of this clause 14.

14.12 The provisions of this clause 14 shall apply during the term of your use of GLOMO MONEY API and indefinitely following termination.

15. Data Security

15.1 You agree to immediately notify GLOMO MONEY immediately if you suspect or becomes aware of any actual, threatened or potential breach of security of GLOMO MONEY 's customer data or any of GLOMO MONEY 's Confidential Information.

15.2 You shall not modify, alter, remove, store, copy, disclose, delete, enhance or use any GLOMO MONEY customer data;

15.3 You will ensure that if any GLOMO MONEY customer data is disposed of, such disposal takes places in a secure manner such that the customer data is not recoverable;

15.4 You shall preserve so far as possible the security of GLOMO MONEY customer data and prevent any loss, disclosure, theft, manipulation or interception of customer data;

15.5 You shall ensure that your anti-malware controls are applied and maintained in accordance with Good Industry Practice (including compliance with SSAE-16, ISO/IEC 27001) and that your IT policies, check for and delete any malicious materials from your systems and not intentionally or negligently transfer any malicious materials onto any GLOMO MONEY Environment or GLOMO MONEY API;

15.6 You will ensure that your IT systems are fit for the purpose of securing Customer Data.

15.7 You shall ensure that your Applications and IT systems comply with GLOMO MONEY 's Information Security policies.

16. General Provisions

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16.1 Modification. GLOMO MONEY may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, on our Website. The modifications will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

16.2 Waiver. No failure by either party to exercise or enforce any of its rights under these terms will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach

16.3 Severability. If any provision of these terms is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions will remain in force.

16.4 Governing Law. These terms shall be governed and construed in accordance with the laws of Mobile Money Zambia .

16.5 Contact: If you have any questions concerning these terms, or if you desire to contact GLOMO MONEY for any reason, please contact us at Mobile Money Corporation Limited, MTNC Headquarter, 360 Rue Drouot – BP: 15574 Douala Cameroun.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS API YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.