

**Date: 13<sup>th</sup> February 2025**

## **Airtel Africa APIs Developer Portal General Terms**

The Airtel Africa APIs Developer Portal General Terms govern the use of all our APIs and shall be read by additional specific terms depending on the specific Airtel Africa APIs You are integrating

### **Airtel Africa APIs. Developer Portal General Terms**

#### **1. ACCEPTANCE OF TERMS**

These terms and conditions constitute the agreement applicable between: (i) You and Airtel Africa, in respect of your use of Airtel Africa Developer and any APIs provided by Airtel Africa and (ii) You and each relevant Airtel Africa Affiliate, in respect of your use of any APIs provided by that Airtel Africa Affiliate.

In order to use an Airtel Africa API, You must first agree to be bound by these terms and conditions on your own behalf and/or on behalf of your company, organization, or legal entity as its authorized legal representative by checking a box or clicking to accept where the option is made available to You. Our Services are very diverse, so additional terms and /or requirements may be available with the relevant Services, and those additional terms will become part of your agreement with us if You use those Services.

#### **2. CHANGES TO TERMS**

Airtel Africa may change these Terms at any time and when it does so, it will inform You by email and on the Airtel Africa Developer Portal Website. You need to regularly log in on the Airtel Africa Developer Portal Website for any changes to the Terms. Your continued use of Airtel Africa APIs will be deemed to be acceptance of any changes to the Terms notified by Airtel Africa. If You do not accept any changes to the Terms, You must cease using the relevant Airtel Africa APIs immediately.

#### **3. KEY DEFINITIONS**

- ✓ **Affiliate** in relation to Airtel Africa, means the Airtel Africa Affiliates, including Airtel Mobile Commerce B.V and its subsidiaries. For any other Party, means all other persons or entities which directly or indirectly (whether through one or more intermediaries or otherwise) Control, or are Controlled by, or are under common Control with, that Party or its successors-in-title from time to time.
- ✓ **API Client** means the website(s) and/or application(s) in connection with which You use or your Business Customers use the Airtel Africa APIs.
- ✓ **Airtel Africa** (also referred to as “**Airtel**”) means Airtel Africa PLC., with registered address located at 2nd Floor, 53/54 Grosvenor Street, London W1K 3HU, United Kingdom
- ✓ **Airtel Africa Affiliate** means the Airtel Africa subsidiary identified, in the Specific Terms, as the provider of an Airtel Africa API and may either refer to an Airtel Africa Affiliate which provides telecommunications services or and/or an Airtel Africa Affiliate which provides mobile financial services depending on the context and use of the Airtel Africa API that you envisaged.
- ✓ **Airtel Africa API** means an API made available through the Airtel Africa Developer Portal Website.
- ✓ **Airtel Africa Branding Guideline** means the brand guideline located at <https://developers.airtel.africa/home>

- ✓ **Airtel Africa Brand Features** means the Airtel Africa Marks and other intangible proprietary rights used or approved for use by Airtel Africa to identify Airtel Africa goods and services and includes (without limiting the generality of the foregoing) any Element of the Airtel Africa Brand and any marketing properties designated as Elements of the Airtel Africa Brand from time to time.
- ✓ **Airtel Africa Developer Portal Website** means the web site made available by Airtel Africa for the purpose of the use of Airtel Africa APIs (<https://developers.airtel.africa/home>).
- ✓ **Airtel Africa Marks** means the trade, logos and service marks owned and managed by Airtel Africa Brand Services Limited.
- ✓ **Applicable Law** means all laws, rules, codes, regulations, and formal regulatory guidelines and standards, made by a Government Authority, legislature or other public authority with binding effect in force from time to time (construed having regard to related guidance and codes of practice issued or approved by a Government Authority or other public body) and applicable to a Party and relevant to these Terms.
- ✓ **Business Customer** means merchants, financial institutions and other entities, that have signed an agreement with You (and that are acting as an aggregator or a distributor of Airtel Africa API(s) and approved by Airtel Africa or an Airtel Africa Affiliate in order to use the Airtel Africa API(s) in connection with their API Clients.
- ✓ **Authorized Sub-processor** means any entity which processes the Personal Data upon your request.
- ✓ **Confidential Information** means all non-public information that a party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure, should be treated as confidential. Confidential Information includes information relating to (i) business policies or practices of a party, (ii) customers or suppliers of a party, or (iii) information received from others that the disclosing party is obligated to treat as confidential, but does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party.
- ✓ **Control** a party shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the voting rights of the issued share capital, or controls directly or indirectly the appointment of the majority of the board.
- ✓ **Data** means any Materials which are Processed, uploaded, posted, transmitted or otherwise made available by Airtel Africa and/or its Affiliates or by users of the Services via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.
- ✓ **Data Subject** means a person, including a natural or artificial person whose Personal Information is Processed.
- ✓ **Data Privacy Policy and Notice** means the Airtel Africa Data Privacy Policy and Notice which can be found at <https://airtel.africa/#/pages/terms-of-use>
- ✓ **Data Protection Laws** means all Applicable Laws regulating the Processing of Personal Information, including privacy laws, data sovereignty laws, anti-spam laws and other similar laws.
- ✓ **Developer Portal** means Airtel Africa’ Developer Portal can be found at <https://developers.airtel.africa/home>
- ✓ through which the APIs, and API Documentation are made available by Airtel Africa.
- ✓ **Elements of the Airtel Africa Brand** include, (without limitation):

- the mark Airtel, Airtel Africa, Airtel Money
  - the Airtel, Airtel Africa, Airtel Money word and logo marks;
  - the fonts specified in the Airtel Africa Branding Guidelines;
  - any brand line adopted as an element of the Airtel Africa Brand; and
  - local language translations and transliterations of, or variations to, the above.
- ✓ **End User** means any of your personnel, your end user customers and end user customers of your Business Customers.
- ✓ **Fee** means any fee or fees payable to Airtel Africa or an Airtel Africa Affiliate, as specified in the Specific Terms.
- ✓ **General Terms** means these Airtel Africa APIs General Terms.
- ✓ **Personal Data and/or Personal Information** means any information relating to an identified or identifiable natural person ("data subject") such as an individual's name, social security number, financial account numbers (e.g., credit or debit card number or bank account information), account passwords and passcodes, driver's license and/or government-issued identification number, mother's maiden name and healthcare records. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.
- ✓ **Personal Information or Personal Data Breach** means any actual or suspected event, including (without limitation) any actual or suspected breach of security, leading to any actual, suspected, accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information or Personal Data.
- ✓ **Personnel** means the individual partners, directors, officers, employees, representatives, agents, independent contractors, subcontractors, suppliers, advisors, licensors, product providers and service providers of a Party, including (without limitation) those of its Affiliates.
- ✓ **Private Key(s)** means Your account password and any API key (Client ID and Client secret) provided to allow the API Client to access an Airtel Africa API.
- ✓ **Process** means to collect, receive, record, organize, collate, store, develop, retrieve, consult, use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as "process" or "processing" (or any equivalent term) in terms of any Data Protection Legislation. The words "Processed" and "Processing" shall have a corresponding meaning.
- ✓ **Processor** means a person or legal entity involved in the activity of Processing.
- ✓ **Specific Terms** means any terms provided by Airtel Africa or an Airtel Africa Affiliate for a specific Airtel Africa API where relevant. These Specific Terms apply to You and the use of Airtel Africa APIs by your Business Customers (when You act as an aggregator or a distributor of Airtel Africa APIs).
- ✓ **Terms** means these General Terms, together with any Specific Terms as applicable.
- ✓ **You** means the individual or legal entity using an Airtel Africa API, being specified that you can act as (i) editor, developer and/or distributor of the API Client or (ii) aggregator or distributor of Airtel Africa API(s).

#### **4. REGISTRATION**

4.1 For You to use any Airtel Africa APIs and accept these Terms You confirm that You are (i) of legal age to form a binding contract; and (ii) You are not barred from using or receiving Airtel Africa APIs under the laws of any country.

4.2 In order to access certain APIs, You may be required to provide certain Personal Information (such as for instance, identification and contact details). You agree that You will keep any information You provide accurate and up to date through the Airtel Africa Developer Portal website by contacting <https://developers.airtel.africa/home>

4.3 If You are using any of the Services on behalf of an entity or another person, You represent and warrant that You have authority to bind that entity or person to the Terms and by accepting the Terms, You are doing so on behalf of that entity or person (and all references to "You" in the Terms refer to that entity or person).

4.4 You agree to treat your Airtel Africa Developer Portal account and any Private Keys associated with it as Confidential Information, and to use them only in accordance with these Terms and as otherwise instructed by Airtel Africa. As a consequence You represent and warrant that You will protect such elements from unauthorized access, use, disclosure, alteration or destruction and will immediately notify Airtel Africa in writing if You have any reason to believe there has been a compromise of any of your Private Keys.

4.5 By submitting any information (either personal or non-personal information) or material (for example, description of your service or application) to Airtel Africa, You grant Airtel Africa a restricted right to use such information or material for the sole purpose of putting You in contact with relevant people at Airtel Africa and/or at its Affiliates and/or at Airtel Africa's business partners. Therefore, You accept that Airtel Africa discloses your information to any of its Affiliated companies and/or Airtel Africa's business partners.

#### **5. PRIVACY**

5.1 In order to register for, access and use the Services, You will be asked to provide certain Personal Information as described in clause 2.

5.2 You agree that (ii) any data collected from You using your Private Keys, (iii) any data notified to You via the Airtel Africa Developer Website and/or any other related electronics means such as email, are processed and stored by Airtel Africa on its platform and will be considered binding and definitive and (iv) to be bound by the Airtel Africa Data Privacy Policy whether your acceptance was expressed electronically or not by checking a box or clicking on an "agree" or similar button. You expressly accept that data stored by Airtel Africa on its platform shall constitute definitive evidence of proof.

5.3 By using the Services and agreeing to our Data Privacy Policy for Airtel Africa, you consent to our use of Your personal data.

5.4 Your information or material will not be used for any other purposes and will remain confidential within Airtel Africa, its Affiliates and Airtel Africa's business partners. In case You have the opportunity to work with Airtel Africa, any of its Affiliates and/or any Airtel Africa's business partners and wish to use any services provided by Airtel Africa (including the distribution of your service or application), specific agreements will apply to such services and suitable rights to use will be granted.

5.5 Airtel Africa will use reasonable security and other measures to protect data (including Personal Data) provided in the performance of these Terms from unauthorized access, use, disclosure, alteration and destruction.

## **6. USING AIRTEL AFRICA APIs**

6.1 Airtel Africa and/or Airtel Africa Affiliates grant You a limited right to use Airtel Africa APIs for the purpose set out in these Terms. Airtel Africa and/or Airtel Africa Affiliates retain all right, title and interest in and intellectual property rights related to Airtel Africa APIs. You must follow any policies made available to you within the Services. Airtel Africa only grants you a non-exclusive, non-transferable, non-sub-licensable, revocable license, to access and use the Airtel Africa Developer Portal.

6.2 You will ensure that your End User terms or Business Customers terms (when You act as an aggregator or a distributor of Airtel Africa APIs) are consistent with these Terms.

6.3 You will use Airtel Africa APIs only as permitted by law.

6.4 You will only access (or attempt to access) an Airtel Africa API by the means described in the Specific Terms governing that API and the documentation of that API.

6.5 Airtel Africa and Airtel Africa Affiliates may monitor, control and restrict the use of Airtel Africa APIs to ensure quality, improve our products or services, and verify your compliance with these Terms.

6.6 You may not use the Airtel Africa Developer Portal to replicate or compete with any of the products or services offered by Airtel Africa.

## **7. RESTRICTIONS**

When using Airtel Africa APIs, the following restrictions apply:

(a) You will not sublicense an Airtel Africa API for use by a third party. Accordingly, You or your Business Customers (when You act as an aggregator or a distributor of Airtel Africa APIs) will not create an API client that functions substantially the same as an Airtel Africa API and offer it for use by a third party.

(b) You and your Business Customers (when You act as an aggregator or a distributor of Airtel Africa APIs) will not perform an action with the intent of introducing to Airtel Africa or Airtel Africa Affiliate products or Services any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature.

(c) Except to the extent this restriction is expressly prohibited by applicable law, You and your Business Customers (when You act as an aggregator or a distributor of Airtel Africa APIs) will not reverse engineer or attempt to extract the source code from any Airtel Africa API or any related software and You and your Business Customers will not alter, change, modify, adapt, decompile, attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the Airtel Africa Developer Portal, the Services or the APIs.

(d) You and your Business Customers shall not promote or facilitate any unlawful or prohibited activities or disruptive commercial messages or advertisements.

(e) Except as otherwise provided in these Terms and Conditions, You will not use the Airtel Africa APIs to process or store any personal data contrary to any applicable Data Protection Laws.

## **8. CONTENT**

8.1 Airtel Africa APIs may grant access to some third party content (such as text, images, drawings, videos, audio, or software). This content is the sole responsibility of the person that makes it available, and it may be subject to intellectual property rights, and, if so, You may not use it unless You are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the Airtel Africa API may be restricted, limited, or filtered in accordance with local laws, regulations, and policies.

8.2 Some of Airtel Africa APIs allow the submission of content, and except as expressly provided in these Terms, Airtel Africa and Airtel Africa Affiliates do not acquire any ownership of any intellectual property rights that You or your End Users hold in the content that You submit to Airtel Africa APIs through the API Client. By submitting, posting or displaying content to or from the Airtel Africa APIs through any other third Party API, You give Airtel Africa and Airtel Africa Affiliates a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such content. However, Airtel Africa and Airtel Africa Affiliates will only use such content for the purpose of enabling Airtel Africa and Airtel Africa Affiliates to provide the Airtel Africa APIs. You agree that this license includes a right for Airtel Africa and the Airtel Africa Affiliates to make such content available to other companies, organizations or individuals with whom Airtel Africa and Airtel Africa Affiliates have relationships for the provision of syndicated services, and to use such content in connection with the provision of those services. Before You submit content to the Airtel Africa APIs through a third party API, ensure that You have the necessary rights (including the necessary rights from your End Users) to grant Airtel Africa and Airtel Africa Affiliates the license.

8.3 When an End User's non-public content is obtained through the Airtel Africa APIs, You may not expose that content to other End Users or to third parties without explicit opt-in consent from that End User.

8.4 Unless expressly permitted by the content owner or by applicable law, You agree that You will not, and will not permit your End Users or the End Users of your Business Customers to, do the following with content returned from the APIs:

- (a) Scrape, build databases or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- (b) Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party;
- (c) Misrepresent the source or ownership; or
- (d) Remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

## **9. FEES**

Some Airtel Africa APIs may require the payment of a Fee. If so, this will be specified in the Specific Terms for that Airtel Africa API and collected by the Airtel Africa provider of that Airtel Africa API (Airtel Africa or an Airtel Africa Affiliate, as mentioned in each Specific Terms). Airtel Africa Developer Portal is not and will not be part of the process of payment and/or invoicing of any Fee and therefore is not and will not be liable for any payment or collection.

## **10. TERM AND TERMINATION**

10.1 These Terms between You and Airtel Africa and/or an Airtel Africa Affiliate shall commence upon the creation of your Airtel Africa Developer account, and shall continue for so long as You are using an Airtel Africa API, unless terminated in accordance with these Terms.

10.2 Each Airtel Africa Affiliate and Airtel Africa may, at any time, immediately terminate the relevant Terms if:

- (a) You have breached any provision of the relevant Terms; or
- (b) Airtel Africa or an Airtel Africa Affiliate is required to do so by law; or
- (c) You go into liquidation (in which case the termination will be effective from the date of the judicial pronouncement of the liquidation (or any analogous insolvency process in the relevant jurisdiction); or
- (d) You decline to accept any new terms or version of these Terms.

10.3 Airtel Africa or any Airtel Africa Affiliate may terminate these Terms in respect of any Airtel Africa API for any reason upon thirty (30) days' written notice.

10.4 Termination of the Terms between You and Airtel Africa or any Airtel Africa Affiliate will not automatically terminate any other Terms between You and any other Airtel Africa Affiliate or between You and Airtel Africa.

10.5 Upon termination for any reason, You agree to cease without delay all use of Airtel Africa APIs, together with Airtel Africa and Airtel Africa Affiliates' materials, services and/or Private Keys in relation to these Airtel Africa APIs.

10.6 Any provisions which are either expressed to survive termination of these Terms or, from their nature or context, are apparently intended to survive termination of these Terms shall remain in full force and effect notwithstanding termination of these Terms.

## **11. CONFIDENTIALITY**

Each party agrees that at all times during the term of these Terms, and for five (5) years thereafter, the recipient of Confidential Information under these Terms will hold in confidence, and will not use or disclose to any third party (other than in response to lawful requests from law enforcement authorities or contractors to the extent they are performing the receiving party's obligations under these Terms subject to confidentiality obligations that are at least as protective as those contained in this Clause 11), any Confidential Information.

## **12. BRAND FEATURES, PUBLICITY**

12.1 "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by You of Airtel Africa's Brand Features (including any goodwill associated therewith) will inure to the benefit of Airtel Africa.

12.2 Airtel Africa hereby grants to You a nontransferable, non-sub-licensable, nonexclusive license during the term to display Airtel Africa's Brand Features for the purpose of promoting or advertising that You use the Airtel Africa APIs Developer Portal. You must only use the Airtel Africa Brand Features in accordance with these terms and for the purpose of fulfilling your obligations under this Clause. You understand and agree that Airtel Africa has the sole discretion to determine whether your attribution(s) and use of Airtel Africa's Brand Features are in accordance with the above requirements and guidelines. In using Airtel Africa's Brand Features, You must follow the Airtel Africa APIs Branding Guideline at <https://developers.airtel.africa/home>

13.3 You cannot issue any public statements regarding these Terms or Airtel Africa APIs Developer Portal without Airtel Africa's prior written approval, which may be withheld in Airtel Africa's sole discretion.

13.4 Airtel Africa may issue, at any time and at its own discretion, a public statement or announcement relating to or communicate on your use or distribution of the Airtel Africa APIs Developer Portal without your prior approval and, therefore, You grant Airtel Africa a right to use your name or logo in any advertising or publicity for such purpose.

### **13. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION**

13.1 AIRTEL AFRICA AND EACH AIRTEL AFRICA AFFILIATE PROVIDE AIRTEL AFRICA APIs "AS-IS" AND "AS-AVAILABLE". YOUR USE OF AIRTEL AFRICA APIs IS SOLELY AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR INFORMATION SYSTEM, SERVICES PLATFORM OR ANY DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. TO THE GREATEST EXTENT PERMITTED BY LAW, AIRTEL AFRICA AND EACH AIRTEL AFRICA AFFILIATE, EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO AIRTEL AFRICA APIs. WITHOUT LIMITING ANY OF THE FOREGOING, AIRTEL AFRICA AND EACH AIRTEL AFRICA AFFILIATE EXPRESSLY DISCLAIMS ANY WARRANTIES THAT ACCESS TO OR USE OF AIRTEL AFRICA APIs WILL BE UNINTERRUPTED OR ERROR FREE.

13.2 UNDER THESE TERMS, YOU CAN RECOVER FROM AIRTEL AFRICA AND AIRTEL AFRICA AFFILIATES ONLY DIRECT DAMAGES THAT ARE LIMITED, IN CASE YOU PAY FEES TO AIRTEL AFRICA AND AIRTEL AFRICA AFFILIATES TO USE THE AIRTEL AFRICA APIs, TO SUCH FEES YOU PAID IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. YOU EXPRESSLY ACKNOWLEDGE THAT AIRTEL AFRICA AND AIRTEL AFRICA AFFILIATES SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT AIRTEL AFRICA, AIRTEL AFRICA AFFILIATES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. FOR THE AVOIDANCE OF DOUBT THERE SHALL BE NO JOINT AND SEVERAL LIABILITY BETWEEN AIRTEL AFRICA AND ANY AIRTEL AFRICA AFFILIATES, AND AMONGST AIRTEL AFRICA AFFILIATES.

13.3 To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless Airtel Africa, Airtel Africa Affiliates and their respective directors, officers, employees, and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all liabilities, assessments, losses, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of: (i) your breach of these Terms; (ii) your infringement or violation of any copyright,

trademark, trade secret, trade dress, patent or other intellectual property right, or defamation of any person or violation of their rights of publicity or privacy; (iii) your breach of or non-compliance to any data protection and/or privacy laws or rules and (iv) misuse of Airtel Africa Developer Portal APIs by a third party where such misuse was made possible by your failure to take reasonable measures to protect your Private Keys.

13.4 You are expected to maintain the highest level of integrity while accessing the Airtel Africa Developer Portal APIs. Airtel Africa and the Airtel Africa Affiliates will not tolerate any act of dishonesty, fraud, or misrepresentation. If You participate in any fraud of any kind or if Airtel has reasonable evidence that you have participated or intend to participate in any fraud of any kind, the consequences that may result include criminal prosecution and all other remedies available at law or in equity. You specifically agree to be fully liable to immediately refund Airtel for the actual loss incurred as a result of the fraud or misconduct directly linked with the person who perpetrated the fraud or misconduct without following Airtel's procedures and policies communicated by Airtel to You and upon receipt of request from AIRTEL, provide all such assistance, information and/or documents as may be required by AIRTEL, its sub-contractors and law enforcement agencies to investigate the circumstances giving rise to the alleged fraud or misconduct. You further agree to indemnify and hold harmless Airtel Africa, Airtel Africa Affiliates and their respective directors, officers, employees, and agents against all claims, demands, liabilities, judgments, causes of action, damages or loss of any kind (including, without limitation, legal fees and costs) including any investigation or proceedings by any governmental body, commenced or threatened, attributable to an act of fraud and/or misrepresentation in connection with the access and use of the Airtel Africa Developer Portal APIs.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 Except where prohibited by applicable law, the Terms between You and Airtel Africa shall be governed by the laws of England and Wales, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in connection with the Terms between You and Airtel Africa, or the breach, termination or invalidity thereof, shall be settled exclusively by the courts of London, United Kingdom.

14.2 Except where prohibited by applicable law, the Terms between You and an Airtel Africa Affiliate shall be governed by the laws of the territory in which Airtel Africa Affiliate is registered, as set forth in each Specific Terms, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in connection with the Terms between You and an Airtel Africa Affiliate, or the breach, termination or invalidity thereof, shall be settled exclusively by the courts of the city in which the registered office or head office of Airtel Africa Affiliate is located, as set forth in each Specific Terms.

#### **15. GENERAL PROVISIONS**

15.1 These Terms constitute the entire agreement between (i) You and Airtel Africa (ii) You and each Airtel Africa Affiliate, in respect of your use of Airtel Africa APIs.

15.2 The parties acknowledge that other than the contractual relationship established by these Terms, these Terms will not be construed as creating any other relationship, or agency, partnership, employment, joint venture, fiduciary duty, or franchise, or any other form of legal association between You and Airtel

Africa and/or an Airtel Africa Affiliate. Other than as expressly stated in these Terms, these Terms are not for the benefit of third parties.

15.3 You agree that if Airtel Africa or an Airtel Africa Affiliate does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Airtel Africa or Airtel Africa Affiliate has the benefit of under any applicable law), this will not be taken to be a formal waiver of Airtel Africa's or Airtel Africa Affiliate's rights and that those rights or remedies will still be available to Airtel Africa and/or Airtel Africa Affiliate.

15.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

15.5 Airtel Africa and each Airtel Africa Affiliate will be entitled to sub-contract without your consent any of their obligations to a third party sub-contractor. Airtel Africa or the relevant Airtel Africa Affiliate will be responsible for the acts and omissions of any sub-contractor.

15.6 The rights granted in these Terms may not be assigned or transferred by You without the prior written approval of Airtel Africa or the relevant Airtel Africa Affiliate. You shall not be permitted to delegate your responsibilities or obligations under these Terms without the prior written approval of Airtel Africa or the relevant Airtel Africa Affiliate.

15.7 Airtel Africa and each Airtel Africa Affiliate shall be entitled to assign or transfer or otherwise dispose of these Terms (or part thereof) to any company part of the Airtel Africa group, in their absolute discretion.

15.8 APIs are subject to export laws and regulations. You must comply with all the applicable domestic and international export laws and regulations (including laws regarding the import or export of data or software, privacy, and local laws) with regard to the APIs.

15.9 Neither party will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event. This includes acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control. The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will resume performance as soon as is reasonably practicable.