



AzamPay Tanzania Limited
Haile Selassie Road,
Plot 208, PO Box 2217,
Dar Es Salaam, Tanzania.
Phone: (255) 800-785-555
Email: itsupport@azampay.com

Terms and Conditions

Thank you for using AzamPay's Plugin. By accessing or using our Plugin, you are agreeing to the terms below.

If you use the Plugin as an interface to, or in conjunction with other AzamPay's products or services, then the terms for those other products or services also apply (including the Privacy Policy, and general Terms of Service, which are incorporated here by reference).

1. Capacity to use the Service

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

2. Use of AzamPay Plugin, AzamPay Data and Prohibitions

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

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

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

2.4. You will 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 will not use the Plugin to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with AzamPay.



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

2.6. You shall have no rights to any source code for any of the software in the Plugin, except for the explicit rights to use the source code as provided to Licensee hereunder. You may not reverse engineer, decompile, modify, disassemble, derive source code, trade secrets, or know-how in the AzamPay Plugin or portion thereof or otherwise reduce the Plugin 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.

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

2.8. You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the AzamPay Plugin. All rights not expressly granted are reserved by AzamPay and, except as expressly set forth herein, no license is granted by AzamPay under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property right of AzamPay. Subject to clause 2.9, nothing herein shall be deemed to authorize you to use AzamPay's trademarks or trade names in your advertising, marketing, promotional, sales or related materials. AzamPay reserves all rights not otherwise expressly granted in this Agreement.

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

2.7. AzamPay sets and enforces limits on your use of the Plugins (e.g. limiting the number of Plugin requests that you may make or the number of users you may serve), in AzamPay's sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each Plugin. If you would like to use any Plugin beyond these limits, you must obtain AzamPay's express consent (and AzamPay 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 AzamPay IT Division.



2.11. 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 AzamPay customer service channels, you agree to discuss with AzamPay commercial terms to handle them.

2.12. You agree not to assert any Intellectual Property rights related to the Plugin or applications developed using the AzamPay Plugin against AzamPay, AzamPay's distributors, AzamPay customers, or other licensees of the AzamPay Plugin for making, using, selling, offering for sale, or importing any products or technology developed using the AzamPay Plugin.

2.13. You may not publish the results of any benchmark tests run on the Plugin without written permission from AzamPay.

2.11. AzamPay will not be obligated to provide any support for the Plugin under this Agreement. Nothing herein shall be construed to require AzamPay to provide support services or updates, upgrades, bug fixes or modifications to the AzamPay Plugin.

3. Open Source Software

Some of the software required by or included in our Plugins may be offered under an open source license. Open source software licenses constitute separate written agreements. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with AzamPay for the applicable open source software.

4. Plugin License

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

5. Audit Rights

5.1. You acknowledges and agree that AzamPay may, from time to time, allow and appoint statutory auditors, internal auditors, consultants or AzamPay 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.



5.2. 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, AzamPay reserves the right to IMMEDIATELY terminate your use of the AzamPay Plugin.

6. Ownership

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

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

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

6.2. AzamPay does not acquire ownership in your Plugin Clients, and by using our Plugin, you do not acquire ownership of any rights in our Plugins or the content that is accessed through our Plugin.

7. Term and Termination

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

7.2 You may terminate this Plugin Terms of Use by discontinuing use of our Plugins.

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

7.4 Although we are under no obligation to monitor data, AzamPay may monitor your data and/service and may terminate and/or suspend your use of the AzamPay Plugin if we receive a notice of an infringing data message under the prevailing laws.

7.5 Upon termination of this Plugin Terms of Use:



AzamPay Tanzania Limited
Haile Selassie Road,
Plot 208, PO Box 2217,
Dar Es Salaam, Tanzania.
Phone: (255) 800-785-555
Email: itsupport@azampay.com

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

7.5.2 You will promptly destroy documentation and any other AzamPay information in your possession or control that was received under this Plugin Terms of Use;

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

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

7.6 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 7 (Termination), 8 (Liability), 12 (Security), and 13 (General Provisions).

8. Disclaimer of Warranties; Limitation of Liability; Indemnity

8.1. No Warranties.

The AzamPay Plugin and all related components and information are provided on an “as is” and “as available” basis without any warranties of any kind, and AzamPay 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 AzamPay does not warrant that the AzamPay Plugin 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 AzamPay Plugin, and no information, advice or services obtained by you from AzamPay or through the developer site shall create any warranty not expressly stated in this Plugin terms of use.

8.2. Limitation on Liability.

Under no circumstances and under no legal theory (whether in contract, tort, or otherwise) shall AzamPay 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, AzamPay's liability will be limited to the greatest extent permitted by law.

8.3. Indemnity

You agree to defend, hold harmless and indemnify AzamPay, 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, AzamPay Plugin or Data, use of AzamPay Brand, or violation of this Plugin 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

9. Publicity

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

10. Confidentiality

10.1. The Plugin contains valuable proprietary information and trade secrets of AzamPay and its suppliers that remain the property of AzamPay. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the Plugin.

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

10.3. Any issues/complaints with regards to Confidentiality and Intellectual Property should be addressed to bilaal@azampay.com

11. Data protection

11. 1 You agree that you shall not attempt to and/or use the AzamPay Plugin to extract any AzamPay customer personal data for any personal or commercial purposes except as expressly authorized by AzamPay.

11.2 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 AzamPay Plugin, against unauthorized or unlawful processing and accidental loss or damage by your employees, subcontractors agents or any other persons acting on your behalf;



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

11.4 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 AzamPay in breach of, or jeopardize, any registration under any such Data Protection Law;

11.5 You shall promptly (and in any event within [two] Business Days) and fully notify AzamPay 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 AzamPay may require in relation to such notice (at no cost to AzamPay) and in no event will you or any of your personnel respond directly to any such request, complaint or correspondence without AzamPay's prior written consent unless and to the extent required by law (and in such circumstances you shall give AzamPay prior written notice of its intention to respond directly);

11.6 You agree to promptly (and in any event within [two] Business Days) fully notify AzamPay in writing if any of AzamPay 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 AzamPay customer personal data or if it is lost, corrupted, damaged or unintentionally deleted.

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

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

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

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

11.10.1 take immediate steps to remedy the breach or prevent the potential breach or remove the threat;

11.10.2 promptly take measures to ensure there is no repetition of the incident in the future;



11.10.3 promptly (and in any event within [one] Business Day) provide AzamPay with full details in writing of the steps and measures taken;

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

11.11 You agree to indemnify and keep indemnified AzamPay in full and hold it harmless on demand from and against any and all losses suffered or incurred by AzamPay or for which the Customer may become liable arising out of or in connection with any breach by you of this clause 11.

11.12 The provisions of this clause 11 shall apply during the term of your use of AzamPay Plugin and indefinitely following termination.

11.13. Any issues/complaints with regards to Data Protection should be addressed to neelam@azampay.com

12. Data security

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

12.2 You shall not modify, alter, remove, store, copy, disclose, delete, enhance or use any AzamPay customer data;

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

12.4 You will preserve so far as possible the security of AzamPay customer data and prevent any loss, disclosure, theft, manipulation or interception of customer data;

12.5 You will ensure that your anti-malware controls are applied and maintained in accordance with Good Industry Practice 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 AzamPay Environment or AzamPay Plugin;

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

13. General Provisions

13.1 Modification. AzamPay may modify the Terms or any portion to, for example, reflect changes to the law or changes to our Plugins. You should look at the Terms regularly. We'll post notice of

**AzamPay Tanzania Limited**

Haile Selassie Road,
Plot 208, PO Box 2217,
Dar Es Salaam, Tanzania.
Phone: (255) 800-785-555
Email: itsupport@azampay.com

modifications to the Terms within the documentation of each applicable Plugin, 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 Plugin or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an Plugin, you should discontinue your use of that Plugin. Your continued use of the Plugin constitutes your acceptance of the modified Terms.

13.2 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

13.3 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.

13.4 Governing Law. These terms shall be governed and construed in accordance with the laws of Tanzania.

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