

Interswitch Developer Console Terms and Condition, Version: July 2019

This Interswitch Developer Console Terms of Use (this “**Agreement**”) is a legally binding contract between you, the individual end user, together with any company that employs you or that you represent (collectively, “**You**” or “**Your**”) and Interswitch or its Affiliates and applies to Your use of any Developer Program or related Materials offered by Interswitch or its Affiliates. By (i) clicking “I Accept” or a similar affirmation as it appears below, or (ii) accessing or using a Developer Program or related Materials, You acknowledge and agree that Your use of a Developer Program and any related Materials made available to You will be governed by this Agreement. If at any time You do not agree to the terms of this Agreement or Terms of Use for any Developer Program, You must immediately terminate all use of the Developer Program and related Materials. Capitalized terms are terms which are not otherwise defined herein.

Interswitch may make separate Developer Programs available for different Applications and/or Interswitch Services. Each Developer Program may include access to certain Materials for the particular Developer Program. Access to each Developer Program may be subject to separate approval by Interswitch and additional terms and conditions. Interswitch may limit access to each Developer Program, in its sole discretion. You may only access the Developer Programs and associated Materials for which You have been given access by Interswitch.

1. Your Capacity and Related Matters. You represent and warrant that: (i) all information You have provided and will provide to Interswitch is true, correct and complete in all respects; (ii) You will update Interswitch by email or other method as designated by Interswitch with any changes to information You have previously supplied; (iii) no authorization or approval from any third party is required in connection with Your execution, delivery or performance of this Agreement, (iv) You have the legal right, power and authority to accept the terms and conditions of this Agreement on Your own behalf and on behalf of any company that employs You or that You represent; (v) this Agreement constitutes a legal, valid and binding obligation, enforceable against You (including any company that employs You or that You represent) in accordance with its terms; (vi) Your obligations under this Agreement do not violate any law or any Interswitch Rules, to the extent applicable, or breach any other agreement to which You are bound; and (vii) any materials You provide, create or develop that are in any way related to this Agreement, or the use thereof, do not and will not infringe any Intellectual Property Rights of any third party; and (viii) You are not a Restricted Person.

2. Account Enrollment.

2.1. Account Enrollment. In order to use a Developer Program, You must register for a Developer Account. You must select a username, email address or other ID and password to enable You to access Your Developer Account and use a Developer Program and related Materials. The registration must include the name of any company that employs You or that You represent and on whose behalf You are entering into this Agreement, as well. You agree not to share your login credentials with any other person. You agree to notify Interswitch immediately of any unauthorized use of Your password or Developer Account or any other breach of security. If any Authorized Users will access the Developer Account, the Authorized Users must have their own login credentials and agree to the terms of this Agreement. You must restrict access to Your Developer Account solely to Authorized Users. Interswitch may require You to change Your Developer Account password from time to time at its sole discretion. If You do not change your password

within the respective time frame provided by Interswitch, You may get locked out of Your Developer Account.

2.2. Developer Verification and Authentication. You understand and agree that Interswitch may require You to submit, and Interswitch will collect, certain information, both public and non-public, about You during the online enrollment process for the purpose of considering Your eligibility for a Developer Account to access a Developer Program, and to authenticate Your identity. You further understand that Interswitch may transfer the information You provide us to third parties and Affiliates assisting Interswitch in the provision, administration and management of, and in evaluating Your eligibility for, a Developer Program. Interswitch reserves the right to approve, decline, suspend or terminate Your Developer Account at any time in its sole discretion.

2.3. Costs and Expenses. You are solely responsible for all costs and expenses related to Your use of the Developer Programs and Materials, including the development of any Applications, as applicable. In any event, Interswitch will not reimburse you for any costs or expenses.

3. Licenses.

3.1. Developer Programs.

3.1.1. Subject to and conditioned upon Your compliance with the terms and conditions of this Agreement, Interswitch grants You a personal, nonexclusive, non-sublicensable, nontransferable, revocable, limited license, solely in the Territory, during the term of this Agreement, to: (i) use, reproduce and create derivative works of the Licensed Components solely for the purpose of developing and testing Applications within the Test Environment using the Test Data, provided that the APIs are not modified and interoperability with the Interswitch Services is maintained in accordance with the applicable Documentation; (ii) use the Test Environment and Test Data in accordance with the applicable Documentation to test Your Application, including test transactions, test batch upload features, sample reports, and test and simulation of transaction responses. You agree that you will use the Materials for your own personal, non-commercial use for testing purposes only. Additional usage rights made available to You by Interswitch in its sole discretion, if any, shall be subject to the terms of this Agreement and any additional Terms of Use for such Developer Programs. Any reproduction or use of the Licensed Components or other Materials shall include attribution to Interswitch as the source and additionally shall contain all copyright and other proprietary notices or legends found on the original. Upon entering into an Interswitch Development Program IDP API Agreement with Interswitch, Solution Approval by Interswitch and subject to any conditions therein, the license in this Section 3.1.1. shall convert from an evaluation to a production license to use the APIs identified in the IDPAPI Agreement, during the term of such IDPAPI Agreement, to enable solutions in support of Interswitch products, programs and services, limited to your solutions offered to Interswitch Cardholders and subject to all other limitations in this Section 3.1.1, the IDPAPI Agreement and any API-specific terms in the schedules to the IDPAPI Agreement.

3.1.2. You agree that: (i) You are responsible for your use of the Test Environment and Your use and handling of all Test Data, whether provided by Interswitch or submitted by You as well as any data generated or derived from that data; (ii) Interswitch has no obligation to maintain such Test Data on its servers and reserves the right to delete from its systems all such data on regular intervals without notice; (iii) only simulated Test Data may be submitted or uploaded on or through Your Developer Accounts (e.g., real account numbers, names, addresses, and other Personal Information may not be used for testing purposes, and may not be submitted or uploaded on or

through a Developer Account); (iv) load testing a Developer Account or Interswitch Services is not permitted; (v) Interswitch has no obligation to monitor or validate any information submitted or uploaded by You on or through a Developer Account; and (vi) You agrees to provide Interswitch with reasonable cooperation and assistance as may be required to launch and manage Your participation in any capabilities or APIs hereunder, including assigning a project manager for the duration of an applicable IDPAPI Agreement.

3.1.3. Notwithstanding anything to the contrary, You shall not (and shall have no right to):

alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Materials or any reproduction thereof;

sublicense (or purport to sublicense), distribute or disclose any of the Materials, in whole or in part, to any third party or use the Materials on a service bureau basis or otherwise on behalf of any third party;

distribute or otherwise provide all or any portion of the Materials outside of the Territory or otherwise use or export any Materials in violation of applicable laws or regulations;

engage in any activity, including the development or distribution of any software (whether in the form of object code or source code), that interferes with, disrupts, damages, or accesses in an unauthorized manner any Interswitch Services or any Interswitch platforms, servers, or systems, or those of any of its Affiliates or any third party;

make any statements that Your product or service is “certified” or otherwise endorsed, or that its performance is guaranteed, by Interswitch or any of its Affiliates;

decompile, reverse engineer, disassemble, rent, lease, loan, distribute, or, except as expressly set forth in Section 3.1.1(i), create derivative works from the Materials or any portion thereof;

use the Materials or any associated data or content, or extract, scrape or otherwise deconstruct any of the Materials or any associated data or content, for the purpose of using individual data elements (e.g., geocodes), combining data elements (e.g., routes or paths), compiling, enhancing, verifying, supplementing, or otherwise modifying databases, lists, or directories of any kind, including, but not limited to, marketing purposes, location databases, mailing lists, contact lists, marketing lists, geographical directories, or any other compilation or collation of information which is sold, rented, published, distributed or in any manner supplied to a third party;

attempt to circumvent any security measures or technical limitations;

use the Materials or any associated data or content in any manner or for any purpose that violates any Law or any right of any person, including but not limited to any Intellectual Property Rights or rights of privacy;

use the Services for providing any credit reporting information or for any “permissible purpose” as defined by the Credit Reporting Act 2017, under the laws of the Federal Republic of Nigeria; or

otherwise use or exploit the Materials for any purpose other than as expressly permitted by this Agreement.

3.1.4. No Support. Interswitch has no obligation to provide support, maintenance, updates, upgrades, modifications or new releases of any Materials (“Updates”). If Interswitch does elect, in its sole discretion, to provide any Updates, the terms of this Agreement will govern such Updates, unless accompanied by a separate license, in which case the terms of that license will govern. Interswitch reserves the right to limit, modify, or terminate any capabilities or APIs offered hereunder at any time.

3.1.5. Open Source Software. The Materials may contain software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL (“**Open Source Software**”). To the extent any such license requires terms with respect to such Open Source Software that are inconsistent with this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights granted in this Agreement, but solely with respect to such Open Source Software. You acknowledge that any applicable Open Source Software license is solely between You and the applicable licensor of the Open Source Software and that You shall comply with the applicable Open Source Software license. You agree not to use any Open Source Software in the development of Your Application in such a way that would cause any portions of the Materials to be subject to any Open Source Software licensing terms or obligations.

3.2. Licenses to Interswitch. You grant Interswitch and Interswitch Affiliates a non-exclusive, non-transferable license during the term of this Agreement to (i) use Your Applications and review the code in Your Applications for testing and other related purposes to ensure that it complies with this Agreement, (ii) make general public statements to the media, including press releases, announcements, marketing materials, and publicly through any channel or medium, that refer to You in plain text by name or using Your Trademarks with respect to the Developer Program, progress of the Developer Program, or Your participating in, access to and use of the Developer Program and Interswitch’s product, programs and services, the Materials and Your Application without obtaining Your prior consent, provided that the disclosure is accurate and not misleading or disparaging, and (iii) reference Your participation in the Services and Developer Program in its regulatory filings and to disclose this Agreement and an applicable IDPAPI Agreement in responding to regulatory inquiries; provided, however, that Interswitch shall not have any obligation to publicize Your usage of a Developer Program, the Materials or Your Application.

3.3. During and after the Term, You, on behalf of yourself and your Affiliates, hereby agree not to assert, authorize, assist, or encourage any third party to assert, against Interswitch or any Interswitch Affiliates, customers, vendors, business partners or licensors associated with the Developer Program or the Materials, any patent infringement claim regarding the Developer Program or the Materials or any portion, functionality or other characteristics thereof.

4. Compliance with Law, Application Requirements, Interswitch Guidelines and Payment of Fees.

4.1. You agree to comply, at Your own expense, with all local, state, regional, national, foreign, international or other laws, policies, guidelines, standards, regulations, ordinances, rules, orders and judgments applicable to You, Your business, the Developer Account, the Materials or the Applications developed hereunder, including, without limitation, the Interswitch Rules, all applicable privacy requirements, including any privacy notice compliance, to the extent required

by Privacy and Data Protection Regulations , and all applicable Trade Restrictions (all of the foregoing, collectively, “Laws”). You shall not use the Developer Account, Developer Program or any Materials in any manner, or in furtherance of any activity, that may cause Interswitch to be in breach of applicable Laws or subject to investigation, prosecution, or legal action.

4.2. Any Application developed using any of the APIs or other Materials must comply with the following criteria and requirements:

4.2.1. For Applications that use location-based APIs or offer location-based services or functionality, You and the Application must comply with the data privacy requirements set out in Sections 6.5 and 6.6.

4.2.2. Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

4.2.3. Applications may not use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services provided by Interswitch or its licensors, or to collect information about users for any unauthorized purpose.

4.2.4. You must either own all content used in Your Application, or have permission from the content owner to use it in Your Application.

4.2.5. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, “backdoors”) which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

4.3 Application or Solution Review under IDPAPI Agreements; Endpoints

4.3.1 You shall submit each Application or other solution developed through use of the APIs or Developer Program or proposed to access the APIs or Services (including any product, service, feature, or functionality) to Interswitch for review and approval in accordance with the solution approval process, certification process or other technical, functional, brand or consumer experience review in accordance with Interswitch’s documents or procedures for such APIs or Services. Each such request from You must fully describe each such proposed Application or solution in writing, including all use cases with and for which the proposed Application or solution will be used and whether You intend or propose to resell, bundle or act as a system integrator with respect to the proposed Application, solution, or any functionality, component or aspect thereof. Interswitch will determine whether to approve, certify, authorize or otherwise permit any such proposed Application, solution, or manner of usage for participation in the Developer Program or access to the APIs or Services, subject to conditions, restrictions, or other required corrections as Interswitch may specify (“**Solution Approval**”). Interswitch reserves the right to revoke any such approval or certification upon changes in the Application or solution or changes in Interswitch’s requirements, as further described in Interswitch’s documents or procedures for such APIs or Services. You shall perform all development or correction as may be needed or specified by Interswitch to meet Interswitch’s requirements. After such approval or certification process has been completed, You shall make such approved or certified Applications or solutions available to companies, issuers, merchants, consumers or other end users as may be further specified in Interswitch’s documentation. On an ongoing basis, You shall notify Interswitch of any

changes to the Application, solution, or usage and resubmit such updated proposed Application, solution or usage for Interswitch's review and approval in accordance with this Solution Approval process. Interswitch reserves the right to request further information, revoke, revise, require correction or resubmission of any Application, solution, request for usage, solution approval, qualification or certification and Interswitch reserves the right to set forth additional conditions or criteria upon review of the submitted information. Interswitch's Solution Approval does not constitute any representation or acknowledgement by Interswitch that the Application complies with applicable Laws and Interswitch shall not be responsible or liable in connection with such requirements.

4.3.2. In the event and only to the extent that Interswitch expressly approves, in writing, any usage of a proposed Application or solution to be resold, bundled or enabled through system integration services and any endpoints, You shall be responsible for ensuring that any endpoints (e.g., companies, issuers, merchants, consumers, or other end users, as applicable) who access such Applications or solutions meet Interswitch's requirements set forth in this Agreement and the IDPAPI Agreement and as further described in Interswitch's documents or procedures for such APIs or Services. For clarity, You shall be responsible to flow-down obligations, commitments and covenants under this Agreement and the IDPAPI Agreement (e.g. including allowing Interswitch or its designees to directly audit or access any endpoints to ensure compliance with all such terms, confidentiality, usage restrictions, compliance by endpoints with security requirements and standards, etc.) to any endpoints and cooperate with Interswitch to enable enforcement of such obligations, commitments and covenants. Interswitch reserves the right to immediately terminate access to APIs or Services through any Application or solution with respect to any endpoint.

4.4 Any fees set forth in the IDPAPI Agreement are subject to the following additional invoicing and payment provisions – however, different requirements might apply for regions outside of the US and will be set forth in the respective IDPAPI Agreement:

4.4.1. Invoicing Procedures. Interswitch will invoice charges on a monthly basis and invoices will be made available through Interswitch Online, or if You do not have access to Interswitch Online then invoices will be made available through an alternative method, after five (5) days following the last day of the month. You will pay such amounts to Interswitch electronically from Your designated settlement account. Collection will occur via ACH or Base II settlement BIN on the 15th of the month or the next business day. You agree to pay all fees in United States dollars, unless otherwise specified in the IDPAPI Agreement. If You are an Interswitch Client, Interswitch may invoice You for any fees (including any implementation fees and early termination fees) through Global Member Billing Solutions ("**GMBS**"), in which case the fees shall be payable upon receipt of the respective invoice.

4.4.3. Taxes. Unless otherwise agreed to by Interswitch, all fees and other charges described in an invoice shall be deemed to be exclusive of all sales, use, value-added taxes, income, gross-receipts and other taxes, as well as all duties, excises, levies, assessments and the like in connection with Your participation in any of the Services, (collectively, "**Taxes**"), and You shall be responsible for and pay all Taxes, however designated, which are levied or based on the IDPAPI Agreement (excluding any Taxes that are assessed on Interswitch's net income). Interswitch is eligible to claim such Taxes as may be levied on or payable by Interswitch from You over and above the fees charged in relation to the IDPAPI Agreement. Accordingly, payment of fees under the IDPAPI Agreement shall be made in full, free and clear of any deductions and set-offs and without deduction or withholding for or on account of any present or future Taxes now or hereafter

withheld or assessed by any governmental authority. If any such Taxes are required to be withheld from any amounts payable to Interswitch or are so assessed, the amounts so payable to Interswitch shall be increased to the extent necessary to yield to Interswitch (after deduction or withholding of all such Taxes) a net amount equal to the amount it would have received had no such deduction, assessment or withholding been made. If and to the extent that You pay over any withholding tax (or any other taxes with respect to which Interswitch bears a liability) to any national, provincial or local government as a result of any payments made to Interswitch or any Affiliate of Interswitch, You agree to provide Interswitch with proof of such payments within 30 days of payments to the corresponding taxing authorities. This proof shall comprise receipts issued by the relevant governing body evidencing the tax remitted. You shall provide original certificate, duplicate original certificates or certified or authenticated copies of the original certificates. If as a result of non-withholding of Taxes by You, any tax, interest or penalty is levied on Interswitch by any governmental authority, such tax, interest and penalty shall be solely to Your account and shall be recovered in full by Interswitch from You. You will pay Interswitch any sales, use, value added or other similar Taxes it owes due to the IDPAPI Agreement and which the law requires Interswitch to collect from You.

5. Developer Community.

5.1. Rules of Conduct. You acknowledge that You are solely responsible for Your Application and the content and consequences of the material You post or otherwise provide, including their legality, reliability, appropriateness, and trademark and copyright ownership. You grant Interswitch and the users of this Community the perpetual, irrevocable, nonexclusive right and license to display, use, copy, modify, publish, distribute, transmit, print, and otherwise exploit any such material without restriction. You agree that You shall not upload, post or transmit to or distribute through the Community any materials (including text, links, communications, software, images, sounds, data, or other information) that may:

5.1.1. contain any Confidential Information or any confidential information of Your company, or any other person or entity, including, but not limited to, proprietary information, trade secrets, Personal Information, cardholder information and the terms of Interswitch-related agreements;

5.1.2. be false, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, illegal or otherwise objectionable or injurious to third parties;

5.1.3. constitute or encourage conduct that is unlawful or would constitute a criminal offense, give rise to civil liability or otherwise violate any Law;

5.1.4. violate, misappropriate or infringe any Intellectual Property Rights or other rights of any third party;

5.1.5. constitute advertising, junk mail, spam, chain letters, or any other form of unauthorized solicitation;

5.1.6. contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful or would constitute a denial-of-service attack or a distributed denial-of-service attack; or

5.1.7. otherwise violate Interswitch's Privacy Notice or any Terms of Use.

5.2. Usage Guidelines. While using the Community, You agree that You will:

5.2.1. be courteous and respectful of others;

5.2.2. keep Your posts relevant to the payment industry and Interswitch's products, services and programs;

5.2.3. act responsibly to protect Interswitch's, any third party's, Your and Your company's private and confidential information; and

5.2.4. remember that it is possible that information appearing in the Community could be incorrect, incomplete, unclear or misleading.

5.3. Moderator Role. In its sole discretion, Interswitch may select or retain one or more moderators or Interswitch may utilize tools to enable moderation functionality. Such moderators may have rights and privileges to, among other things as determined in Interswitch's sole discretion, edit/delete posts and posted materials, close threads, and block users from using the Community. Interswitch or the moderators may remove any materials (before or after posting) or block user access that, in its sole discretion, do not comply with the current applicable Terms of Use, including the terms of this Agreement, or that are otherwise inappropriate for this Community. Interswitch is not responsible and shall have no liability for any removal of materials or blocking of users, or any failure or delay in removing any such materials or blocking such user access. To report any concerns or possible violations of any Terms of Use, please write to developer@Interswitchgroup.com or such other support email address designated at a Developer Program website. Please include in Your email the post's subject, the post author's screen name, a link to the post in question and any other applicable information.

5.4. Links. You may find posts that contain hyperlinks to content hosted and maintained by third parties. The linked sites are not approved or controlled by Interswitch and Your access to any linked site is at Your own risk. Interswitch makes no claim or representation regarding, and accepts no responsibility for, sites accessible by hyperlink from the Community.

5.5. User Content. Material supplied by users of the Community is the sole responsibility of the person originating the material and Interswitch does not control or monitor, and disclaims all liability for, such material.

5.6. Submissions. Interswitch's policy is to not accept or consider unsolicited submissions, including, without limitation, ideas, suggestions or materials, either via the Developer Program website, email or other means. You understand we may or may not review unsolicited submissions. However, if You do still transmit to us, via the Developer Program website, email or otherwise, any unsolicited submission or any feedback, input, suggestions, reports, data or recommendations, in writing, orally, by demonstration or otherwise, concerning the Developer Program or any Materials or Interswitch Services (collectively, "**Input**"), You grant to Interswitch and its designees a royalty-free, fully paid, transferable, sublicensable, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to publish, transmit, perform, display, modify, create derivative works from and otherwise use or exploit such Input and any related Intellectual Property Rights, together with Your name, image, and likeness and company name, for any purpose, including, without limitation, advertising and promotional purposes, in any media, now or hereafter known, without any credit, notice, approval or compensation to you. Without limitation thereof, you agree that Interswitch and its designees are free to use any ideas, concepts,

know-how or techniques contained in any Input you provide for any purpose whatsoever, including, without limitation, developing and marketing products, services and content. Furthermore, any Input You transmit to Interswitch, even if marked as confidential, shall not create any confidentiality obligations on the part of Interswitch unless otherwise agreed in a separate, signed agreement.

6. Data Privacy and Security.

6.1. Interswitch and its Affiliates may collect, transmit, maintain, process, share, disclose, and use technical and related information, including but not limited to information about You, Your Authorized Users, Your Applications, and Your computers, system software, other software and peripherals. The Interswitch Privacy Notice describes how the platform collects, transmits, maintains, processes, shares, discloses, protects and uses Personal Information, including in connection with any news and updates sent to You by email.

6.2. Interswitch has the right to disclose Your identity to any third party who is claiming that any content posted, uploaded, transmitted or distributed by You through the Community constitutes a violation of their intellectual property rights, or of their right to privacy provided that Interswitch is under a legal obligation to disclose such information.

6.3. We may offer You the choice to receive news and updates by email. No fee is charged for sending news and updates emails to You, but third-party data rates may apply.

6.4. You are solely responsible for the security of data residing on server(s) or other systems owned or operated by You, or a third party designated by You (e.g., a web hosting company, processor, or other service provider). You agree that You will comply with all applicable Interswitch security protocols and security advisories in effect during the term of this Agreement. You acknowledge that Interswitch shall not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to Your Developer Account. You shall comply and require all third parties with which You have relationships to comply with all applicable Laws governing the security, collection, retention and use of financial information, including card payment account and transaction data, and all other customer Personal Information, including the Payment Card Industry Data Security Standards (“**PCI DSS**”), as further specified in Section 10.5 and 10.6 below and applicable.

6.5. For Applications that use location-based APIs or that collect, transmit, maintain, process, share, disclose or otherwise use an end user's Personal Information, You and the Application must comply with all Privacy and Data Protection Regulations with respect to any collection, storage, transmission, maintenance, processing or use of the user's location data or Personal Information by the Application.

6.6. Applications that offer location-based services or functionality must notify and obtain consent from an end user before his or her location data is collected, transmitted or otherwise used by the Application.

6.7 You agree and acknowledge that data fields and content provided by or accessible through the API(s) are for informational purposes only and not intended to be relied upon as or deemed to be any form of financial, business, tax or legal advice. Information may not be accurate or current. You should seek independent verification or advice. If You provide Interswitch with Cardholder Information (including device ID and other personal identifying information that may

be subject to Privacy and Data Protection Regulations), You represent and warrant that You have the right and authority and/or has obtained permissions or consents necessary to disclose this information to Interswitch and for Interswitch to use such information for purposes of providing the Services hereunder to You. You will also be responsible for establishing and monitoring internal user administration and activity within Your organization, implementing security measures and ensuring compliance with local governing law. You shall have obligations to monitor and report fraud activity to Interswitch. You are responsible for providing authentication of participating cardholders and for any liability arising from authentication issues. IN FURTHERANCE THEREOF AND EXCEPT AS SET FORTH IN THE TERMS FOR ANY SPECIFIC SERVICES, INTERSWITCH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND/OR LIABILITY FOR VERIFYING OR AUTHENTICATING THE IDENTITY OF ANY CARDHOLDER AT ANY TIME, INCLUDING ANY RESPONSIBILITY TO VERIFY OR AUTHENTICATE A CARDHOLDER PRIOR TO TRANSMITTING AN ALERT OR NOTIFICATION.

6.8 Upon Your use of APIs with production credentials, You agree and acknowledge that You will comply with the [Security and Penetration Testing Terms](#), which shall be incorporated by reference into this Agreement.

7. Term.

This Agreement shall commence on the date You indicate Your acceptance of the terms and conditions hereof and shall remain in full force and effect until the earlier of (a) the date terminated as permitted hereunder, or (b) the date You (i) become a Restricted Person, (ii) make a general assignment for the benefit of creditors, (iii) file a voluntary petition of bankruptcy, suffer or permit the appointment of a receiver for its business or assets, (iv) become subject to any proceedings under any bankruptcy or insolvency law where such proceedings have not been dismissed within sixty (60) days, or (v) have wound up or liquidated, voluntarily or otherwise.

8. Termination.

8.1 Termination for Material Breach. Either party may terminate this Agreement or Your use of a particular capability or API hereunder by written notice in the event of a material breach of any provision of this Agreement by the other party that remains uncured for a period of thirty (30) days following written notice of the breach by the non-breaching party stating its intent to terminate. Any notice of termination under this Section 8.1 shall set forth the basis for the claimed breach.

8.2 Termination for Convenience. If no current IDPAPI Agreement is in place, either party may terminate this Agreement or Your sandbox use of a particular capability or API hereunder at any time with written notice to the other party. If a current IDPAPI Agreement is in place, either party may terminate this Agreement or Your use of a particular capability or API hereunder anytime by providing 90 days' written notice to the other party.

8.3 Additional Termination Rights. Additional termination and suspension rights and wind down obligations may result from an unauthorized change in the intended use of the API from a business standpoint or a decision made by Interswitch to change or terminate parts of the program. There may be other factors that lead to termination by Interswitch that will be evaluated on a case-by-case basis.

8.4. Effect of Termination or Agreement Expiration. Any termination of this Agreement will also terminate any IDPAPI Agreement that may be in effect at the time of such termination. Upon expiration or termination of the Agreement for any reason, all rights and licenses granted to You under this Agreement shall be extinguished, and You shall immediately cease using any Developer Account, Developer Program, APIs, Confidential Information and Materials and any derivative work thereof and you will promptly return to Interswitch, at no cost to Interswitch, all Materials, Interswitch Confidential Information and property, and all copies, extracts and derivative works of the foregoing, together with any and all documents, notes and other materials regarding such information. Alternatively, if so directed by Interswitch, You will destroy, at no cost to Interswitch, all Interswitch Confidential Information according to Interswitch's instructions or relevant industry best practices if no instructions are provided, and all copies thereof, in Your possession or control, and will provide a certificate signed by an officer of You that certifies such return or destruction in detail acceptable to Interswitch. Sections 1, 2.3, 3.1.2, 3.1.3, 3.3, 4.1, 5.1, 5.6, 6, 9-14, 15.10, 15.12, 15.13 and 15.16 shall survive any termination of this Agreement.

9. Intellectual Property

9.1. Interswitch. As between Interswitch and You, Interswitch owns, and shall retain, all right, title and interest in and to the Interswitch Services, Developer Program, Developer Account, Materials (including all SDKs and APIs, including results of API calls), Documentation, and Interswitch Trademarks, any derivatives of the foregoing, and all Intellectual Property Rights therein or associated therewith (collectively, "**Interswitch IP**"). No title to or ownership of any Interswitch IP is granted or otherwise transferred to You or any other entity or person under this Agreement or an applicable IDPAPI Agreement. You hereby assign and shall assign to Interswitch any right, title or interest that You may obtain in Interswitch IP.

9.2. Use of Trademarks and Brand Assets. Nothing in this Agreement, an applicable IDPAPI Agreement or any Developer Program or Services hereunder grants You any rights to use any Interswitch Trademarks or Interswitch branding experience (including audio, visual or haptics, collectively the "**Interswitch Brand Assets**"). For the avoidance of doubt, any Developer Program or Services that You are granted access to under this Agreement or any IDPAPI Agreement that includes any Interswitch Trademarks or Interswitch Brand Assets does not constitute a license to use such Interswitch Trademarks or Interswitch Brand Assets. If You make reference to any products, services or technology of Interswitch, You shall strictly comply with all standards and guidelines with respect to Interswitch's Trademarks and Interswitch Brand Assets contained herein or which may be furnished or made available to You from time to time. All uses of any Interswitch Trademarks and Interswitch Brand Assets shall inure to the benefit of Interswitch.

9.3. Trademark and Interswitch Brand Assets Restrictions. You shall not: (a) use Interswitch Trademarks or Interswitch Brand Assets except to the extent You have been expressly authorized by Interswitch or to the extent You are acting on behalf of Interswitch Clients that Interswitch has authorized accordingly; (b) take any actions inconsistent with Interswitch's ownership of Interswitch Trademarks and Interswitch Brand Assets and any associated registrations (including by using, registering or attempting to register any Interswitch Trademarks or Interswitch Brand Assets or trademarks or domain names that are confusingly similar to any of the Interswitch Trademarks or Interswitch Brand Assets), or attack the validity of Interswitch Trademarks or Interswitch Brand Assets or its ownership thereof, or any of the terms of this Agreement; (c) use or create a combination mark consisting of one or more of Interswitch Trademarks; (d) use Interswitch Trademarks or Interswitch Brand Assets in any manner that would indicate You are

using such Trademarks or Interswitch Brand Assets other than as a licensee of Interswitch; or (e) assist any third party do any of the same.

9.4 Suspension Due to Claim. In the event of any claim, suit or action alleging that the VDP, APIs, Materials, or an Application developed by You through use thereof, in whole or in part, infringes or misappropriates any Intellectual Property Rights, Interswitch in its sole discretion may suspend provision of the APIs or Services and operation of the Developer Program for Applications developed by You through use thereof under this Agreement or an applicable IDPAPI Agreement to cease or avoid such allegations and will provide prior written notice to You of such suspension.

10. Confidential Information.

10.1. You agree to hold all Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with Your exercise of Your rights and Your performance of Your obligations under this Agreement and an applicable IDPAPI Agreement. To the extent that any Authorized User will have access to Confidential Information, You agree that each such Authorized User (a) is reasonably required to have such access to effect the purpose of this Agreement, and (b) has written and binding agreements with You to protect the unauthorized use and disclosure of Confidential Information consistent with the terms and conditions hereof. You agree to insure the protection of all Confidential Information from unauthorized disclosure and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature, but in no event less than the equivalent of a reasonable degree of care. You agree that the existence and terms and conditions of this Agreement and an applicable IDPAPI Agreement will be Confidential Information. Upon Interswitch's request, You will return or destroy (and certify such destruction to Interswitch's reasonable satisfaction) all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this Section 10.1 may result in irreparable harm to Interswitch, for which money damages may be an insufficient remedy, and therefore Interswitch will be entitled to seek injunctive relief to enforce the provisions of this section without requirement of posting a bond or providing special evidence. You will be liable to Interswitch for any breach of this Section 10 by Your Personnel in the same manner as a breach by You.

10.2. For avoidance of doubt, You may not use or disclose any Materials or Confidential Information for any patents or patent applications. Without limiting any other rights or remedies of Interswitch, if You or any of your employees, agents or contractors use or disclose any Materials or Confidential Information for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on any Materials or Interswitch Confidential Information, Interswitch and its Affiliates shall have and are hereby granted a fully paid-up, royalty-free, worldwide, perpetual, irrevocable license to exercise all rights under such patents and patent applications, including the right to grant and authorize sublicenses.

10.3. Interswitch works with many application and software developers and some of their products may be similar to or compete with Your Applications. Interswitch may also be developing its own similar or competing applications and products or may decide to do so in the future. Interswitch does not agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or an applicable IDPAPI Agreement, including information about Your Application

("Licensee Disclosures") or for any Input you may provide under Section 5.6. You agree that any such Licensee Disclosures will be non-confidential. Interswitch will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Interswitch from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Interswitch will become Interswitch property and Interswitch will have no obligation to return those materials to You or to certify their destruction.

10.4 Exceptions. Your obligations under this "Confidentiality" section will not apply to Confidential Information to the extent that You can establish that such Confidential Information: (a) is or has become publicly known (other than through unauthorized disclosure); (b) is disclosed to You without obligation of confidentiality from a third party who has the right to disclose such information without restriction and not indirectly from Interswitch; or (c) is independently developed by You without any use of or reference to Confidential Information of Interswitch and without violating Interswitch's proprietary rights. In addition, You may disclose Confidential Information of Interswitch if required by court order, governmental demand, or other compulsory legal process, provided that, if legally permitted to do so, You first notify Interswitch in writing at least ten (10) days in advance in order to afford Interswitch an opportunity to seek a protective order or other relief. Feedback and Modifications provided to Interswitch or its Affiliate by You or Your Affiliate will not be considered confidential information, and Interswitch and the Interswitch Affiliates will not have any confidentiality obligations owed to You with respect thereto. If applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard will prevail over the provisions of this Section. Interswitch and its Affiliates have the right to disclose portions of this Agreement and the IDPAPI Agreement to its regulators in the exercise of their statutory authority or to an intended third party beneficiary as necessary to enable enforcement of such intended third party beneficiary rights.

10.5 Personally Identifiable Information and Cardholder Information. In addition to and without limiting any other obligations set forth herein, to the extent that You receive or obtain any Personally Identifiable Information including non-public personal information (as defined in the Privacy and Data Protection Regulations) or Cardholder Information, You will, at a minimum (a) establish and maintain such data security program as is necessary to meet the objectives of the Global Data Protection Regulation GDPR or other Privacy and Data Protection Regulations (to the extent applicable), and ensure the confidentiality of the Personally Identifiable Information, non-public personal information or Cardholder Information is not accessed, used or disclosed contrary to the provisions of this Agreement, an applicable IDPAPI Agreement, the GDPR, to the extent applicable, or any other Privacy and Data Protection Regulations; and (b) establish, implement and maintain such physical, electronic and procedural safeguards to: (i) maintain the security and confidentiality of such Personally Identifiable Information and Cardholder Information, including without limitation, encrypting such Personally Identifiable Information and Cardholder Information in accordance with Interswitch's policies; (ii) protect against any anticipated threats or hazards to the security or integrity of such Personally Identifiable Information and Cardholder Information; (iii) comply with PCI DSS, as set forth in Section 10.6 below, and applicable industry standards for protection of data; and (iv) protect against unauthorized access to or use of such Personally Identifiable Information and Cardholder Information that could result in harm or inconvenience to the individuals to whom such Cardholder Information pertains. You will provide to Interswitch all appropriate reviews and reports to monitor Your compliance with Your obligations under this Section. If You provide Interswitch with

Cardholder Information (including device ID and other personal identifying information that may be subject to Privacy and Data Protection Regulations), You represent and warrant that you have the right and authority and/or have obtained permissions necessary to disclose this information to Interswitch and for Interswitch to use such information for purposes of providing the Services hereunder to You.

10.6 PCI DSS Compliance. If You will have access to Cardholder Information, then You will be required to be compliant with PCI DSS. If PCI DSS compliance is required, then You will, at Your sole cost and expense: (a) conduct or have conducted the audits required for PCI DSS certification; (b) obtain PCI DSS compliance certification prior to storing, processing or transmitting Cardholder Information, and (c) take all actions required for You to maintain PCI DSS compliance during the Term of this Agreement and for any period of time after the Term of this Agreement that You store, process or transmit Cardholder Information. If required to be PCI DSS compliant, You will remain at all times aware of changes to PCI DSS and implement such changes when required by Interswitch to do so. Further, You will comply with the security requirements in the applicable IDPAPI Agreement. Additionally, Interswitch reserves the right to conduct a detailed security and risk assessment ("Assessment") of You. You agree to reasonably cooperate with Interswitch during any such Assessment, which may include an onsite assessment of Your security and risk programs by Interswitch (or its designee) during Your normal business hours to ensure Your compliance with the data security and compliance and confidentiality obligations under this Agreement and an applicable IDPAPI Agreement. If after the completion of an Assessment, Interswitch determines that You need more security requirements than those set forth herein, You agree to work with Interswitch, in good faith and at Your expense, to address the additional security requirements noted in the Assessment.

11. DISCLAIMERS.

THE INTERSWITCH SERVICES, MATERIALS, DEVELOPER ACCOUNT, DEVELOPER PROGRAM AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND. YOUR USE OF ANY OF THE FOREGOING IS AT YOUR OWN RISK. NEITHER INTERSWITCH NOR ANY OF ITS CURRENT AND FORMER AFFILIATES EMPLOYEES, SUCCESSORS OR ASSIGNS REPRESENT OR WARRANT THAT THE INTERSWITCH SERVICES, MATERIALS, DEVELOPER ACCOUNT, DEVELOPER PROGRAM OR ANY INFORMATION OR OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, CURRENT OR ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT COMPUTER NETWORK-BASED SERVICES MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. INTERSWITCH SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Interswitch assumes no liability or responsibility for any inaccurate or incomplete information or claims that may result from reliance on such information. Without limiting the foregoing and for avoidance of doubt, Interswitch, its Affiliates, and their respective licensors, shall not be liable for, and hereby expressly disclaim any

liabilities and warranties with respect to, any Open Source Software or other third party components of Materials or Content. Some states or provinces do not allow the exclusion of certain warranties, so the above limitations may not apply to You. You may have rights that vary from jurisdiction to jurisdiction; however, the above disclaimers apply to the extent permitted by applicable Law.

12. LIMITATIONS OF LIABILITY.

12.1. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL INTERSWITCH OR ANY OF ITS AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF INTERSWITCH, OR ITS AFFILIATES OR VENDORS) (COLLECTIVELY, THE “**INTERSWITCH PARTIES**”) BE LIABLE FOR:

- ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING);
- LOST REVENUE, LOST PROFITS, OR LOST ANTICIPATED PROFITS;
- LOST BUSINESS, INJURY TO BUSINESS REPUTATION OR GOODWILL; OR
- COST OF PROCUREMENT OF SUBSTITUTE SERVICES

UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. THE INTERSWITCH PARTIES DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU IN ANY WAY WHERE IT WOULD BE UNLAWFUL TO DO SO. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE INTERSWITCH PARTIES' TOTAL CUMULATIVE LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AN APPLICABLE IDPAPI AGREEMENT OR ANY DEVELOPER ACCOUNT, DEVELOPER PROGRAM OR MATERIALS, EXCEED A TOTAL OF ONE THOUSAND US DOLLARS (\$1,000).

13. Indemnification.

13.1. Indemnification. You agree, at Interswitch's request and Your sole expense, to indemnify, defend and hold harmless Interswitch, Interswitch Clients and its Affiliates, and any of their service providers, licensors, officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits (including claims, suits or actions by or on behalf of customers, endpoints, service providers or Your Personnel or Affiliates) and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to: (a) the direct or indirect access to disclosure of, or use of the Developer Program, APIs, products, Services, Documentation, data or Materials provided hereunder or the IDPAPI Agreement, information provided by or accessed through use of the APIs hereunder or the IDPAPI Agreement, or use, commercialization, or other exploitation of the Applications developed through use thereof, by You or any of Your Affiliates, customers, endpoints, contractors, service providers or their Personnel; (b) any breach or alleged breach by You of any representation, warranty, or obligation contained in this Agreement or the

IDPAPI Agreement; (c) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You, any Authorized User, or any of Your Affiliates, Personnel, suppliers or customers; (d) any contract or agreement between You and a third party; (e) any materials posted or otherwise provided by You, (f) allegations that You, Your Affiliates or their Personnel, or any of their respective products, technologies or services, alone or in combination with other products, service, software or processes, including proposed and approved Applications developed using or accessing APIs or Services, (collectively, "Company Products") infringe, misappropriate or otherwise violate the Intellectual Property Rights, other privacy rights or other proprietary rights of a Third Party; or; (g) any alleged or actual violation by You of any applicable Laws; or (h) any allegation that any of the Company Products are unsafe, hazardous or defective or cause or result in any personal injury (including death) or damage to property. Interswitch reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify and You agree to cooperate with Interswitch's defense of these claims. You may not settle any matter without the prior written consent of Interswitch.

14. Copyright Infringement Claims.

14.1. Interswitch has adopted and implemented a policy that provides for notification and removal of content that allegedly infringes the rights of copyright holders. If You believe that Your work has been copied in connection with a Developer Program in a way that constitutes copyright infringement, please provide Interswitch's Copyright Agent the following information set forth in this Section 14.

14.1.1. Identification of the copyright work claimed to have been infringed or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;

14.1.2. Identification or explanation of Your rights in the copyright work(s) including the creator of the work and when the work was made or how You came to be the owner of the copyright work or otherwise entitled to request removal of allegedly infringing content.

14.1.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled, along with all information reasonably necessary for us to locate the material;

14.1.4. Information reasonably sufficient to permit us to contact You as the complaining party including Your name, address, telephone number, email address and (if relevant) details of the same for anyone authorized to act on your behalf;

14.1.5. An explanation as to Your good-faith belief that the use of the material in the manner complained of is not authorized by the owner, its agent, any license or by law; and

14.1.6. A statement confirming that the evidence and explanation provided are true to the best of Your knowledge and belief as the copyright owner or the party or individual acting on their behalf or under license.

If You fail to provide the above information your complaint may not be dealt with.

14.2. Interswitch or its Copyright Agent may (in its sole discretion) request further documentation or information from You after receiving the complaint. Failure to respond to such a request or

provide relevant evidence may mean Your complaint cannot be processed or dealt with effectively.

14.3. In order to submit a complaint, please contact Interswitch's Copyright Agent by email to copyright@Interswitch.com or in writing to Agent for Copyright Claims, Interswitch Limited, Plot 1648c, Okowo Awo Street, Victoria Island Lagos.

14.4. Without limiting any of Interswitch's rights hereunder or its rights under law, Interswitch retains the right, in its sole discretion, to terminate any user's Account for repeated copyright violations.

14.5. By submitting a complaint or notification. You warrant that you have not misrepresented that material or activity is infringing and you agree to indemnify Interswitch in respect of all liabilities, costs, expenses, damages or losses (including any direct, indirect consequential losses, loss of reputation and all interest, penalties and legal costs) and all other costs and expenses suffered or incurred by Interswitch arising out of or in connection with a breach of this warranty.

14.6. If You believe that Your work that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material, You may send a counter-notice containing the following information to Interswitch's Copyright Agent:

14.6.1. Identification of the work that has been removed or to which access has been disabled and the location at which the work appeared before it was removed or disabled;

14.6.2. A statement that You have a good faith belief that the work was removed or disabled as a result of mistake or a misidentification of the work or an explanation as to why You have a legal defence to the allegations of infringement; and

14.6.3. Your name, address, telephone number and e-mail address.

14.7. Interswitch may send a copy of Your counter-notice to the original complaining party informing them that the counter-notice has been submitted. Unless the complainant files an action seeking a court order against the provider or user of the work, the removed work may be replaced, or access to it restored, by Interswitch in 10 to 14 business days after receipt of the counter-notice.

15. General Provisions.

15.1. Publicity. You shall not issue any press release or general marketing communication or make any other public statements concerning this Agreement, its terms and conditions, or the relationship of the parties without the express prior written consent of Interswitch, which may be withheld at Interswitch's sole discretion.

15.2. Interswitch Affiliates. The rights, duties and/or obligations of Interswitch under this Agreement may be exercised and/or performed by Interswitch and/or any of Interswitch's Affiliates, or any of their subcontractor and/or agents. All liabilities arising under or as a consequence of this Agreement, whether arising from the acts or omissions of Interswitch or any of Interswitch's Affiliates, or any of their subcontractors and/or agents, shall be solely by Interswitch and/or any of Interswitch's Affiliates. You agree to bring any claim and/or action relating to the foregoing against Interswitch only and not against any of Interswitch's Affiliates, or any of their subcontractors and/or agents.

15.3. Compliance with Trade Restrictions.

15.3.1. You expressly agree and acknowledge that (a) the Materials provided via the Developer Program or otherwise to You by Interswitch hereunder are subject to Trade Restrictions, and (b) Interswitch's ability to perform under this Agreement is subject to Interswitch's compliance with such Trade Restrictions. You agree that any refusal or failure by Interswitch to perform its obligations hereunder on account of good faith compliance with Trade Restrictions will not constitute a breach of any obligation under this Agreement and hereby waive any and all claims against Interswitch for legal recourse, including but not limited to injunctive or declarative relief, loss, cost or expense, including consequential damages, that You may incur or be subject to by virtue of such refusal or failure.

15.3.2. Notwithstanding any other provision of this Agreement to the contrary, You shall not use, download, export, re-export, import, sell or transfer any of the Materials except in full compliance with United States and other applicable country Trade Restrictions, including but not limited to licensing, notification and reporting requirements. In particular, without limitation, under no circumstances shall You download, export, re-export or transfer any of the Materials or cause their download, export, re-export or transfer, directly or indirectly, (i) into a Restricted Country; (ii) to any Restricted Person; or (iii) to any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end-use. Interswitch assumes no responsibility for Your failure to obtain necessary authorizations or to comply with required formalities under applicable Trade Restrictions.

15.3.3. You shall not do or omit to do anything that may cause Interswitch, in Interswitch's reasonable judgment, to be in breach of applicable Trade Restrictions.

15.4. Government Restricted Rights Legend. All Materials governed by this Agreement are commercial in nature and developed solely at private expense. Software is delivered as Commercial Computer Software as defined in GDPR or as a commercial item as defined in GDPR and as such is provided with only such rights as are provided in Interswitch's standard end user license agreement for such software. Documentation is provided with limited rights only as provided in GDPR whichever is applicable. You will: (a) identify and license the Application You develop hereunder in all proposals and agreements with the Federal Government of Nigeria or any contractor therefor; and (b) legend or mark the Application provided pursuant to any agreement with the Federal Government of Nigeria or any contractor therefor in a form sufficient to obtain for Interswitch and its suppliers the protection intended by this section. You agree not to remove or deface any portion of any legend on any Materials provided to You under this Agreement. Unless otherwise expressly agreed in writing, Interswitch specifically disclaims any compliance with any federal procurement regulations, including, without limitation, any GDPR or other Data Protection provisions. In addition, You will comply with any additional instructions provided by Interswitch regarding the licensing of any Materials to the Federal Government of Nigeria or any contractor therefor.

15.5. Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

15.6. Relationship of the Parties. The parties are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise.

15.7. Notices.

15.7.1. Notice to You. You agree that all notices to You may be given electronically, sent to the electronic mail address provided by or for You during the registration of Your Developer Account, posted within a Developer Program and/or to the electronic mail address or physical address indicated in the IDPAPI Agreement.

15.7.2. Notice to Interswitch. You agree that all notices to Interswitch shall be sent by certified or registered mail, return receipt requested, to the following address:

Interswitch
Attention: Managing Director

Interswitch Limited

Plot 1648c Oko Awo, Victoria Island, Lagos

15.8. Amendment; Modifications. Interswitch reserves the right to modify the terms of this Agreement and any Terms of Use at any time. You can always find the most recent version of this Agreement and Terms of Use at <http://developer.interswitch.com/terms>. Interswitch may change this Agreement by posting a new version at such URL, so please continue to review this Agreement from time to time. The most recent modification date will be noted by the "Last Updated" date above. To the fullest extent permitted under applicable Law, Your continued use of a Developer Program after any such modification constitutes Your acceptance of the Agreement as modified. If You do not agree to any modification of this Agreement, You must immediately stop accessing and using Your Developer Account and any Materials and Interswitch Services.

15.9. Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

15.10. Governing Law; Jurisdiction. This Agreement and any applicable IDPAPI Agreement, except to the extent stated otherwise therein, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by or construed in accordance with the Laws of and be subject to jurisdiction in the Federal Republic of Nigeria, except with respect to residents of other countries, in which case the Agreement and any applicable IDPAPI Agreement shall then be governed by and

construed in accordance with the Laws of and be subject to jurisdiction in England and Wales, in London, England,

15.11. Waiver. The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

15.12. Assignment. You may not assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Interswitch. Any purported assignment in violation hereof shall be null and void. Interswitch reserves the right to assign this Agreement or any right or obligation under this Agreement to an affiliate without consent.

15.13. Force Majeure. Interswitch will not be liable to You for any losses arising out of the delay or interruption of Interswitch's performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Developer Account or Interswitch Services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Interswitch Services, or other catastrophes or any other occurrences which are beyond Interswitch's reasonable control ("**Force Majeure Event**"). Interswitch's inability to perform due to a Force Majeure Event shall not be deemed to be a default under this Agreement and/or the IDPAPI Agreement; provided, however, that Interswitch shall make commercially reasonable efforts to continue to meet its obligations throughout the duration of the Force Majeure Event.

15.14. Entire Agreement. This Agreement (including any additional Terms of Use for an applicable Developer Program), together with all of Interswitch's policies referenced herein and the IDPAPI Agreement, sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. Nothing contained herein shall alter or amend any rights or obligations that a party may have under the Interswitch Rules. In addition, nothing in this Agreement or an applicable IDPAPI Agreement will be construed to give you a right, or obligate Interswitch, to engage in any activity that is in violation of or inconsistent with the Interswitch Rules.

15.15. Further Assurances. You shall bind (and hereby bind) each of Your Authorized Users and other Personnel to the provisions of this Agreement and an applicable IDPAPI Agreement for such Personnel's activities related to this Agreement, the Developer Program, APIs or the Interswitch Services, in each case to the same extent as You are bound. You will be responsible for the actions and inactions of Personnel who accesses the Developer Program, APIs, Materials or otherwise has access to Interswitch Confidential Information, as if such actions and inactions are by You. In the event of any assignment, exclusive license or other transfer of Intellectual Property Rights that are subject to any rights, licenses or covenants granted to Interswitch under

this Agreement, You hereby agree to make any such assignment, exclusive license or other transfer expressly subject to the rights, licenses and covenants set forth in this Agreement and to require any transferee to do so in any subsequent assignment, exclusive license or other transfer of such Intellectual Property Rights.

15.15.1 Standards of Conduct. You will ensure that each of Your Personnel performing services to access the Developer Program in production is aware of and will comply with the requirements of the Standards of Conduct of Interswitch as made available and updated by Interswitch from time to time, as well as Your confidentiality obligations under this Agreement. You acknowledge and agree that the Standards of Conduct may be amended or modified from time to time and it is Your responsibility to comply with the current requirements of the Standards of Conduct.

15.16. Not Professional Advice. Interswitch uses reasonable efforts to provide accurate data and/or reports to you through the Services. Such data and/or reports are intended only for informational purposes. Interswitch cannot guarantee that any such data and/or reports are correct, accurate or complete or that they will be current at all times. Data and/or reports are not intended to provide specific legal, marketing, business, accounting, financial or tax advice for you, and should not be relied upon in that regard. Interswitch assumes no liability or responsibility for any errors or omissions in the content, Materials or APIs of the Developer Program. You should independently verify the content of all such data and/or reports prior to making any decisions based on that content. You should not act or rely on such data and/or reports without seeking the advice of a professional.

15.17. Additional Definitions.

“Affiliates” means, for purposes of this Agreement, any entity that is controlled by, or is under common control with You. With respect to Interswitch, “Affiliates” or “Interswitch Affiliates” shall mean and include all affiliates and subsidiaries of Interswitch Limited.

“API” means, for purposes of this Agreement, the application interface that formats, encrypts, and decrypts messages transferred between Your systems and Interswitch's systems as specified in the applicable Documentation and which may be provided to You as part of a Developer Program as software in object code format or as sample code or code snippets, including the “APIs” as defined in an applicable IDPAPI Agreement. You may only use APIs that are specifically exposed as part of the Developer Program for interfacing to the respective Interswitch Services.

“Application(s)” means software programs that You develop to interoperate with the respective Interswitch Services using the APIs in accordance with the applicable Documentation for the Development Program.

“Authorized Users” means Your employees, agents and contractors who (i) have a demonstrable need to access and use Your Developer Account as permitted under this Agreement, and (ii) have agreed in writing to be bound by and comply with Your obligations under this Agreement. You shall be responsible for any use of Your Developer Account and any breach of this Agreement by Your employees, agents and contractors in the same manner as if conducted by You.

“Card” means a product (whether physical, electronic, or otherwise) to the extent established and used to initiate or complete payment or other transactions, all in accordance with the Interswitch Rules.

“Cardholder” means an individual who is issued, and authorized by an Issuer to use, a Card.

“Cardholder Information” means: (a) any Interswitch branded account number; (b) any transaction information concerning an Interswitch branded account; or (c) any Interswitch or third-party information related to (a) or (b) that may constitute non-public personal information under applicable Laws, including, but not limited to those related to data protection and privacy or from which an individual cardholder’s identity or personal particulars are apparent or can be reasonably ascertained.

“Client” or “Interswitch Client” means a client of Interswitch or an Interswitch Affiliate in good standing, who offers card-based or non-card-based payment products and services to consumers and other entities, and payment capabilities to merchants which utilise the Interswitch brand or payment processing systems.

“Community” means the message board or other means provided in connection with a Developer Program to allow You to post messages, upload content and/or otherwise communicate with other developers.

“Confidential Information” means any non-public data or information, oral or written, that relates to Interswitch or its affiliates, including, without limitation, Interswitch IP, the Materials, analysis and performance information relating to any Developer Program or Interswitch Services, and other technical, business, product, marketing and financial information, pricing, plans, data, and the terms of this Agreement.

“Control” means, with respect to any entity, the power to direct or cause the direction of the management and policies of such entity through direct or indirect ownership of more than fifty percent (50%) of the voting securities entitled to elect the board of such entity (or equivalent ownership interest), but only for so long as such control exists.

“Developer Account” means the account by which You and/or Authorized Users gain access to a Developer Program subject to the terms and conditions of this Agreement.

“Developer Program” means a program offered by Interswitch or its Affiliates for developers to develop and test certain products or services for use with specified Interswitch Services, , including “VDP” as defined in an applicable IDPAPI Agreement.

“Documentation” means collectively, the operating instructions, user manuals, help files and other documentation, in written or electronic form, made available to You that are intended to be used in connection the respective Developer Program or other Materials provided in connection with such Developer Program.

“Feedback” means any and all ideas, requests, feedback, software, technology, information, reports, data, suggestions and recommendations provided by or on behalf of Your or Your

Affiliates to Interswitch or any Interswitch Affiliate, in writing, orally, by demonstration or otherwise, in each case concerning the Developer Program, Interswitch Services, APIs or any other program, product, or service of Interswitch or Interswitch Affiliate, or any portion or component thereof.

“Intellectual Property Rights” or **“IPR”** means patents, copyrights, trade secrets, design rights, data rights, mask work rights, moral rights, Trademarks and any other intellectual property rights anywhere in the world, and registrations and applications for any of the foregoing.

“Laws” is defined in Section 4.1.

“Licensed Components” means those APIs, sample code, build files, scripts and code snippets in the SDK for the applicable Developer Program that are provided for incorporation into Applications to provide interoperability with the respective Interswitch Services as expressly set forth in the applicable Documentation.

“Materials” means all documentation, materials, platforms, software, tools, and enabling hardware and software, including API(s), Documentation, Licensed Components, SDK(s), Test Data and Test Environment, all made available to You via a Developer Program.

“Modifications” means any modifications, changes, enhancements, adaptations, combinations, alterations, corrections, error-fixes, improvements, updates, derivative works or upgrades of or to the Developer Program, Interswitch Services, APIs or any other program, product, or service of Interswitch or Interswitch Affiliate, or any portion or component thereof.

“Personally Identifiable Information,” “Personal Information” or **“PII”** means information that identifies or can identify an individual directly or indirectly or as otherwise defined by Laws and includes unique identifiers and non-personal information when associated with information that identifies or can identify an individual, including Cardholder Information, company data, names, contact information (including e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, geolocation information, or any other information about individual persons.

“Personnel” means a party’s employees, agents, consultants, contractors and subcontractors, together with the personnel of any of the foregoing.

“Privacy and Data Protection Regulations” means, to the extent applicable, any privacy and data protection laws and regulations, including without limitation, [(i) The General Data Protection Regulation and the Nigeria Data Protection Regulation 2019

“Privacy Notice” means the Interswitch Privacy Notice

“Restricted Country” means countries with which dealings by Interswitch are restricted or prohibited under Trade Restrictions in force from time to time and which currently are: Crimea, Cuba, Iran, North Korea, Sudan and Syria.

“Restricted Person” means any person who is, or is owned or controlled by, or acting on behalf of any of the following: (a) a person identified on the Nigerian Office of Foreign Assets Control's

List of Specially Designated Nationals and Blocked Persons, Entity List or Unverified List in effect from time to time (all available at request or ; (b) the government of a Restricted Country; or (c) a person located in, organized under the laws of, or ordinarily resident in a Restricted Country.

“SDK” means a software development kit made available to You by or on behalf of Interswitch pursuant to this Agreement for a particular Developer Program, including any upgrades, modified versions, updates, and/or additions thereto, if any, that may be provided or made available by Interswitch to You under this Agreement. The SDK specifies the APIs to be used for the respective Interswitch Services and may include Documentation, sample code, code snippets, Test Data and tools to assist in implementing and testing interoperability with the respective Interswitch Services.

“Security and Penetration Testing Terms” means the Interswitch Developer Security and Penetration Testing Terms

“Solution Approval” is defined in Section 4.3.1.

“Standards of Conduct” means Interswitch’s Standards of Conduct which may be modified or amended from time to time.

“Terms of Use” means all applicable obligations, requirements, policies, guidelines, rules of conduct, terms and conditions of use (including those set forth in this Agreement and an applicable IDPAPI Agreement) for any Developer Program, which may be modified by Interswitch in its sole discretion from time to time.

“Territory” means any territory in which Interswitch provides access to the respective Developer Program, excluding: (i) any Restricted Country, and (ii) unless otherwise explicitly set forth in specific Terms of Use for a particular Developer Program.

“Test Data” means any data made available by Interswitch or utilized by You for testing, simulating use of, or developing Applications under this Agreement.

“Test Environment” means the testing environment made available by Interswitch for testing, simulating use of, or developing Applications in conjunction with a respective Developer Program under this Agreement.

“Third Party” means an entity or person other than Interswitch, You, and Your or Interswitch’s Affiliates.

“Trade Restrictions” means export controls, trade and financial sanctions, anti-terrorism, non-proliferation, and similar restrictions in force from time to time pursuant to laws, rules and regulations of the Federal Republic of Nigeria and other applicable jurisdictions to which the parties are subject, and the regulations administered by the US Department of the Treasury, Office of Foreign Assets Control (**“OFAC”**), Her Majesty Treasury (HMT), United Nations Security

Council, etc.) and NIBSS BVN Watchlist and any applicable jurisdictions to which the parties are subject.

“Trademark(s)” means all trademarks, service marks, logos, trade dress, trade names, and service names, all registrations and applications for any of the foregoing, all goodwill associated with any of the foregoing, and all similar or related rights anywhere in the world.

“IDPAPI Agreement” means a separate agreement that You and Interswitch enter into upon request for use of APIs in production, into which the terms of this Agreement are incorporated into and made part of and the terms of which supersede the terms of this Agreement in case of conflict.

“Interswitch Brand Assets” is defined in Section 9.2 and includes the “Interswitch Brand Assets” as defined in an applicable IDPAPI Agreement.

“Interswitch Rules” means the charter documents and bylaws of Interswitch and its Affiliates, the Interswitch Core Rules and Interswitch Product and Service Rules and other documents governing the participation of Interswitch Clients and other parties in the Interswitch payment system, as all such documents are revised by Interswitch from time to time

“Interswitch Trademarks” means all Trademarks owned or licensed to Interswitch or its Affiliates, and any other Trademarks confusingly similar thereto or likely to cause confusion therewith.

“Interswitch Services” or **“Services”** means all services provided by or on behalf of Interswitch or its Affiliates, including the “Services” as defined in an applicable IDPAPI Agreement.