

AZA Terms Of Use

This Website Terms of Use (the "Agreement") governs the terms and condition around Your use of the AZA Finance website (the "Website"), and related materials and documentation made available by AZA Finance (collectively, including all updates and other modifications thereto) through the Website. This Agreement is a contract between you ("you," "your" or "user") and BTC Africa S.A. ("AZA Finance," "we", "us, "our" or "The Company") and applies to your use of: (a) the Website and any associated AZA-hosted websites or mobile applications, and (b) any other services provided to you by AZA Finance (the "Services"). The terms of this Agreement are effective as of the date that You register, access, or use the Website (the "Effective Date").

Before registering, accessing, or using the Website please read on. By registering, accessing, or using the Website or any tools provided herein, You accept the terms and conditions outlined in this Agreement. If You do not agree to the Agreement, You may not access the Website or tools. If You use any of the services offered on the Website on behalf of a business, You represent and warrant that You can enter into this Agreement with AZA Finance on behalf of that business, that You accept the terms and conditions contained herein on behalf of that business, and that You have received a copy of the Agreement.

1. Privacy Policy

You agree to the terms of the AZA Finance privacy policy (available at <https://aza.com/privacy/>) as it may be updated by AZA Finance from time to time. You agree and acknowledge that Your data may be processed by staff operating outside the EEA who work for Us or one of Our partners, merchants or affiliated companies, or one of our third-party suppliers, or third- party service providers. Such staff maybe engaged in, among other things, the fulfillment of your transaction, the processing of your payment details, improving our Website and services, technical support, fraud review, and the provision of other support services.

2. Consent and Electronic Communications

When and if You access any of the Website or tools, or send any emails to AZA Finance, You are electronically communicating with Us. Such action constitutes consent to the receipt of AZA Finance's electronic communications. We may email You back or post notices on the Website or tools. Such action also confirms that all communications We provide to You electronically do satisfy legal requirements that such communications be in writing, if applicable.

3. Intellectual Property and Proprietary Rights

As between you and AZA Finance, the Website and tools and related design (including but not limited to text, content, photographs, video, audio, interfaces, graphics, and the selection and arrangement thereof), and all intellectual property rights therein are and shall at all times remain the sole and exclusive property of AZA Finance and are protected by applicable EU and international intellectual property laws and treaties.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website and tools ("Submissions"), provided by you to AZA Finance are voluntary, non-confidential, and AZA Finance will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Any use of the materials on the Website or tools, other than as permitted by agreement (including reproduction, modification, distribution, or republication), without prior written permission of AZA Finance, is prohibited.

You are granted a nonexclusive and nontransferable license to electronically access and use the Website and tools only in the manner described in this Agreement. AZA Finance does not sell to you, and you do not have the right to sublicense any AZA intellectual property. You agree and acknowledge that AZA Finance has the right to change the content or technical specifications of any aspect of the Website and tools, including the availability of any API, at any time, in AZA Finance's sole discretion. AZA Finance may release subsequent versions of APIs, and You may be required to use those subsequent versions. You further agree that any such change may result in You being unable to access the Website and tools. AZA Finance may revoke or terminate this license at any time, without liability.

4. Trademarks

This Agreement does not include any right for you to use any trademark, service mark, trade name or any other mark of AZA Finance or any other party or licensor. You agree that AZA Finance may list your name and/or your application (including by displaying any trademarks related thereto) and identify the business relationship between the You and AZA Finance on AZA Finance's Website and tools and in other marketing and advertising collateral. No rights or licenses are granted except as expressly set forth herein.

5. Restrictions and Obligations

You may not use the Website for any purpose other than as expressly set forth herein without AZA Finance's prior written consent, including without limitation to access AZA Finance's user data or information without authorization or in any manner or for any purpose that violates any law or regulation or any right of any person (including but not limited to intellectual property rights or rights of privacy). You may not submit or link to any content that violates anyone's privacy or publicity rights. You may not use the Website or tools to build a product or service that is competitive with AZA Finance, the Services, or engage in any practices that discriminate against or discourage the use of AZA Finance's Services. In addition, you shall not use the Website or tools in connection with or to promote any applications or other products, services, or materials that constitute, promote or are used for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; items subject to an EU embargo; unsolicited mass distribution of email; multi-level marketing proposals; hate materials; hacking/surveillance/interception/descrambling equipment; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; prostitution; gambling;

stolen products or items used for theft; reworks, explosives, or hazardous materials; or weapons. Without limiting the foregoing, you shall not use the Website or tools or AZA Finance's Services for any illegal purpose. Except as expressly and unambiguously authorized under this Agreement, you may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent such restrictions are expressly prohibited by applicable statutory law), modify or alter any part of the Website or tools or AZA Finance's Services, or (ii) otherwise use the Website or tools or AZA Finance's Services on behalf of any third party.

6. Confidentiality

"Confidential Information" means all information related to AZA Finance's Services including but not limited to the following:

- (i) any information you receive or enter via the Website (including the sandbox environment),
- (ii) all information disclosed in writing and marked "confidential", proprietary," or with a substantially similar marking,
- (iii) all information disclosed orally and identified as confidential at the time of the disclosure, and
- (iv) any other information that by its nature you understand or would reasonably be expected to understand to be AZA Finance's confidential information.

You must maintain AZA Finance's Confidential Information in confidence and must not disclose it to third parties or use it for any purpose other than as necessary and required to develop your application as permitted herein. In the event that Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify AZA Finance and use reasonable efforts to obtain confidential treatment or a protection order of any disclosed Confidential Information. Your obligations hereunder shall survive the termination of this Agreement. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that AZA Finance will be entitled (without waiving any other rights or remedies) to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7. Indemnification

You agree that AZA Finance shall have no liability whatsoever for any use you make of the Website, tools or Services. You agree to indemnify and hold harmless AZA Finance from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from Your use of the Website, tools or Services, or your breach of this Agreement.

8. No Warranty and Limitation of Liability

The website, tools, and all content, software, materials and other information provided by AZA Finance or otherwise accessible to you in connection with this agreement or AZA Finance's services, are provided "as is" and AZA Finance, and their respective affiliates make no warranty of any kind (and disclaim all warranties of any kind) with respect to the foregoing, whether express or implied, and specifically disclaim the warranties of merchantability, fitness for a particular purpose, and non-

infringement, in each case to the maximum extent permitted under applicable law. without limiting the foregoing, AZA Finance makes no warranty that the services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. AZA Finance makes no warranty regarding the quality of the services, website or tools. regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will AZA Finance or its suppliers be liable to you or to any third party under any tort, contract, negligence, strict liability or other legal or equitable theory for: (a) any lost profits, lost or corrupted data, computer failure or malfunction, interruption of business, or other special, indirect, incidental or consequential damages of any kind arising out of the use or inability to use the website, tools, or services, even if AZA Finance has been advised of the possibility of such loss or damages and whether or not such loss or damages are foreseeable, or (b) any damages relating to the website, tools, or AZA Finance services, or your use thereof.

9. Jurisdiction and Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Grand Duchy of Luxembourg.

10. Entirety and Severability

This Agreement contains the entire understanding between You and AZA Finance with respect to its subject matter, superseding all prior and contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

11. Consent Representations and Warranties

By using or accessing the Website or tools, You represent and warrant that You have read, acknowledge, and agree to be bound by this Agreement. You further represent and warrant that:

- (i) You will comply with all applicable law regarding the transmission of any data obtained from the Website or tools
- (ii) You will not use the Website or tools for illegal purposes
- (iii) You will not interfere or disrupt networks connected to the Website.

12. Term and Termination

This Agreement will commence on the Effective Date and shall continue until terminated by either party. Any termination of this Agreement shall also terminate the license(s) granted hereunder. Upon termination of this Agreement for any reason, You shall destroy and remove from all computers, hard drives, networks and other storage media all copies of documentation relating to AZA Finance and shall so certify to AZA Finance, upon request that such actions have occurred. Sections 2 (Privacy Policy), Section 3 (Consent and Electronic Communications) Section 4 (Intellectual Property and Proprietary), Section 5 (Trademarks); Section 9 (Confidentiality), Section 9 (Indemnification), Section 10 (No Warranty and Limitation of Liability), Section 11 (Jurisdiction and Governing Law), Section 12

(Entirety and Severability), Section 14 (Term and Termination) and Section 15 (Notices) shall survive termination of this Agreement.

13. Notices

All notices and other communications under this Agreement must be in writing to the designated AZA Finance email provided on the Website. Notices to You will be delivered to the email address provided to AZA Finance.

14. Binding Upon Successors and Permitted Assigns

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. You may not assign this Agreement or any rights, obligations, or privileges under this Agreement without AZA Finance's prior written consent. AZA Finance may assign its rights and obligations under this Agreement at any time without notice to You