**API TERMS OF SERVICE**

**A: INTRODUCTION**

These Terms and Conditions (the "Terms") sets forth the terms that THE CO-OPERATIVE BANK OF KENYA LIMITED (“CO-OPERATIVE BANK ” or “we”) requires all developers and partners (“**INSERT COMPANY NAME” or “Company” or “you”**) to accept and implement in order to license the CO-OPERATIVE BANK Application Programming Interfaces (“APIs”) and use the corresponding Services. By clicking to “Accept,” you acknowledge and agree that you’ve read, understand, and agree to these Terms and all terms and conditions included herein or incorporated by reference on behalf of yourself and any entity you represent.

CO-OPERATIVE BANK has developed the APIs found on the CO-OPERATIVE BANK website that allow third parties to access and communicate via the API to; (i) CO-OPERATIVE BANK or its partners’ servers that collect and communicate Content and financial services to and from CO-OPERATIVE BANK or partner devices or (ii) directly to CO-OPERATIVE BANK devices, depending on the device (together with the API, the “Services”)."Content" means any content provided through the Services (whether created by CO-OPERATIVE BANK or its third party licensors and partners), and may include, but is not limited to, payment/ purchases data. “Company Content” means any content provided through the Software by **INSERT COMPANY NAME** or its third party licensors (whether created by **INSERT COMPANY NAME** or its third party licensors), and may include additional features, functionality, services to End Users, or data from other non-CO-OPERATIVE BANK devices, including those that utilize other non-CO-OPERATIVE BANK devices in part to deliver such features, functionality, or services.

**INSERT COMPANY NAME** wants to develop software applications that: (1) communicate with the CO-OPERATIVE BANK API to access the Services in order to market and offer web and mobile applications that display or utilize Content in conjunction with the display or use of **INSERT COMPANY NAME** Content to End Users with CO-OPERATIVE BANK devices or, (2) in the alternative, provide a software or system, such as energy efficiency software applications, that works with the CO-OPERATIVE BANK API and utilizes CO-OPERATIVE BANK web and mobile applications to display, manage and optimize Content to End Users; such software is referred to herein as the “Software.” “End Users” mean the individual human end users who use the Software, either directly via a web or mobile application or indirectly in the case of backend software.

**B: PURPOSE**

Use of Licensed Materials. This Agreement governs Your use of the following, all of which collectively are the "Licensed Materials": (a) the API of CO-OPERATIVE BANK and any accompanying or related documentation, source code, executable applications and other materials (collectively, the "CO-OPERATIVE BANK API"), including, but not limited to, materials made available through CO-OPERATIVE BANK 's developer website (the "Developer Website"), as modified from time to time; (b) information related to blogs and websites hosted by CO-OPERATIVE BANK (the "Blogs"); (c) individual posts made on CO-OPERATIVE BANK Blogs (the "Posts"); (d) CO-OPERATIVE BANK user profile information ("CO-OPERATIVE BANK User Information"); and (e) any other content made available through the CO-OPERATIVE BANK API, including but not limited to private messages sent and/or received by CO-OPERATIVE BANK users and native CO-OPERATIVE BANK actions such as CO-OPERATIVE BANK re-blogs, replies and likes (collectively with the Blogs, the Posts and CO-OPERATIVE BANK User Information, the "Content").

**C: LICENSE**

Subject to the terms and conditions of this Agreement, schedule 1 of this agreement, including the restrictions set forth in Clause D, CO-OPERATIVE BANK grants to you a non-exclusive, non-transferable, non-sub licensable, worldwide, revocable right and license during the Term to;

(a) use and make calls to the CO-OPERATIVE BANK API and to make use of the CO-OPERATIVE BANK Services (and Licensed Materials accessible therefrom) to develop, implement and distribute software applications, services or products ("Your Applications") that interact with the CO-OPERATIVE BANK Services;

(b) Use, reproduce, distribute, transmit, display and perform the Content, and modify (i.e., alter in any manner) the Content only to the extent necessary to format and display it through Your Applications and

(c) Use and display the CO-OPERATIVE BANK Marks solely to identify that the Licensed Materials originate from the CO-OPERATIVE BANK Services. Licensed Materials do not include those applications that use or access the CO-OPERATIVE BANK API or the CO-OPERATIVE BANK Services in order to monitor the availability, performance, or functionality of the CO-OPERATIVE BANK API or the CO-OPERATIVE BANK Services, for any other benchmarking or for other competitive purposes. As part of allowing applications to be built on and connected to CO-OPERATIVE BANK’s products and services, whether or not using the CO-OPERATIVE BANK API, we give you access to tools, including the API itself, the developer documents and content posted on our website. This license gives you the right to use the Licensed Materials to make apps of all kinds, and gives you the right to use CO-OPERATIVE BANK’s Marks to identify that the apps that are built on top of CO-OPERATIVE BANK's products and services.

**D: RESTRICTIONS**

The licenses granted in these terms and conditions are explicitly conditioned on your adherence to and not limited to the following restrictions as maybe updated by the CO-OPERATIVE BANK from time to time;

1. Compliance with this Agreement, Policies and Guidelines. You must comply with the restrictions set forth in this Agreement, the CO-OPERATIVE BANK Privacy Policy and any other policy or terms inline of your use. If CO-OPERATIVE BANK believes, in its sole discretion, that You have violated or attempted to violate any term, condition or the spirit of this Agreement, Your license to and ability to use and access the Licensed Materials may be temporarily or permanently revoked, with or without notice to You.
2. Obtaining and Maintaining an API Key(s). In order to use the CO-OPERATIVE BANK API, You must obtain API credentials (an "API Key(s).") You may not share Your API Key(s), You must keep such API Key(s) secure and You shall use it as Your sole means of accessing the CO-OPERATIVE BANK API.
3. User Login. Licensed Applications shall present users with the ability to log into the CO-OPERATIVE BANK Services through the CO-OPERATIVE BANK API. Users without an account on the CO-OPERATIVE BANK Services shall be presented with an opportunity to create such an account. The User Login should be kept secure and secret.
4. No Substantial Replication. You shall not substantially replicate products or services offered by CO-OPERATIVE BANK, but You are permitted to create specialized versions or extensions of such products or services. For example, You are not permitted to fully replicate the CO-OPERATIVE BANK Analytics product, but You may create specialized views of Content from a user's analytics or cross-platform variants of the CO-OPERATIVE BANK analytics. In addition, you shall not use the Licensed Materials or other information collected from users of Licensed Applications to create or maintain a separate blogging platform, social network or other social service.
5. No In-Stream Advertising; No In-Network Promotions. You shall not, in any manner, display any form of advertising within a stream of Content received by a user of a Licensed Application. In addition, advertisements cannot replicate the look and feel of, or reasonably be confused by users as, CO-OPERATIVE BANK Content and should be clearly separated from the Content. In addition, Licensed Applications may not promote any Content to or within the CO-OPERATIVE BANK network ("In-Network Promotions"). For example, Licensed Applications may not create ranking systems or directories for CO-OPERATIVE BANK blogs or posts and promote those rankings or directories within or outside of the CO-OPERATIVE BANK Services.
6. No Marketplaces or Other Aggregators or Repositories of Code or Applications. You may not create marketplace or other aggregator or public repository of code or applications the purpose of which is to collect items substantially based on the Licensed Materials, including Licensed Applications (a "Marketplace"), regardless of whether or not such Marketplace charges for such items. Such Marketplaces include, but are not limited to, collections of CO-OPERATIVE BANK themes, collections of CO-OPERATIVE BANK extensions or plugins and non-general purpose collections comprised solely of Licensed Applications. CO-OPERATIVE BANK should be the single point of origin for any apps, extensions, or code that we provide tools to aggregate.
7. No Export for the Purpose of Replication, Repackaging or Resale. You may not, under any circumstances, export Content to a data store intended to replicate, in whole or in part, CO-OPERATIVE BANK’s data store, nor shall you repackage and/or resell the Licensed Materials, including any Content, in any manner. For the sake of clarity, this restriction is not intended to apply to Licensed Applications that may, at the request of a user, export such user's Content for the purposes of data portability.
8. No Compromising CO-OPERATIVE BANK Security. You are not permitted to use the Licensed Materials in any manner that does or could potentially undermine or compromise the security of the CO-OPERATIVE BANK Services or the Licensed Materials. In addition, you shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the CO-OPERATIVE BANK Services or the CO-OPERATIVE BANK API, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Licensed Materials, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the CO-OPERATIVE BANK Services or the CO-OPERATIVE BANK API.
9. Reporting Security Vulnerabilities and Unauthorized Access. You shall immediately report to CO-OPERATIVE BANK any security vulnerability You discover in any of the CO-OPERATIVE BANK Services or the Licensed Materials. CO-OPERATIVE BANK reserves the right, in its sole discretion, to determine what constitutes a security vulnerability. You shall further immediately report any actual or suspected unauthorized access to the CO-OPERATIVE BANK API using Your API credentials. Failure to immediately report such vulnerabilities or unauthorized accesses shall be considered a material breach of this Agreement.
10. No Phishing, Malware or Identity Theft. You shall not publish or link to malicious content intended to damage, disrupt or exploit a user's browser, computer or CO-OPERATIVE BANK account or to compromise a user's privacy or credentials in any manner. In addition, You shall not collect, or try to collect, a user's CO-OPERATIVE BANK credentials, including but not limited to usernames or passwords.
11. No Spamming. You shall not use the CO-OPERATIVE BANK Services or CO-OPERATIVE BANK API, and shall not create Licensed Applications, for the purpose of "spamming." CO-OPERATIVE BANK reserves the right, in its sole discretion, to determine what actions constitute "spamming," and include posting numerous substantially identical pieces of Content, posting misleading or obfuscated links and executing a large number of native CO-OPERATIVE BANK actions in a short period of time.
12. Respect for API Limitations. You shall respect and comply with the letter and the spirit of the programmatic limitations of the CO-OPERATIVE BANK API, as set forth in the API documentation, and the restrictions of this Agreement in designing and implementing Licensed Applications. For example, You shall not work around any explicit CO-OPERATIVE BANK API limitation using a series of non-API calls, even if such work-around are possible by avoiding use of the CO-OPERATIVE BANK API. Specific prohibited actions include the process of "page scraping," which is the process of downloading and parsing whole CO-OPERATIVE BANK pages in order to build Your Applications with capabilities beyond those intended to be provided by the CO-OPERATIVE BANK API. In addition, you shall comply with any limitations on the frequency of access, calls and use of the CO-OPERATIVE BANK API as provided to You by CO-OPERATIVE BANK from time to time.
13. No Content Modifications. CO-OPERATIVE BANK delivers Content for use under this Agreement, including materials created by or otherwise originating from CO-OPERATIVE BANK and delivered as part of such Content ("CO-OPERATIVE BANK Content"). You shall not make any modifications to any Content, other than to modify the formatting of such Content in order to display it in a manner appropriate for the pertinent Licensed Applications. For example, Licensed Applications should not highlight data results within a display and externally link that data. In addition, You shall not remove, block or otherwise prevent delivery of any CO-OPERATIVE BANK Content, including but not limited to any promotional content such as the CO-OPERATIVE BANK knowledge base material.
14. No Circumvention or Reverse Engineering; Maintenance of Proprietary Notices. You shall not, and shall not attempt to:
15. interfere with, modify or disable any features or functionality of the CO-OPERATIVE BANK Services or CO-OPERATIVE BANK API, including, without limitation, any mechanisms used to restrict or control the CO-OPERATIVE BANK Services or CO-OPERATIVE BANK API, such as anti-circumvention measures
16. Translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the CO-OPERATIVE BANK Services or the Licensed Materials
17. Defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the CO-OPERATIVE BANK Services or the Licensed Materials; or
18. Remove or modify any proprietary notices, attribution or marks from or delivered as part of the CO-OPERATIVE BANK Services or the Licensed Materials.
19. Genuine Actions. You shall not create Licensed Applications with capabilities that in any way do not reflect explicit, genuine expressions of user intent and permission. For example, Your Applications should not automatically create contracts, should not establish joint venture relationships, or set affiliate commission values that the user has not explicitly authorized without (1) a specific interaction informing a user that such user is entering an agreement and (2) an explicit action by such user evincing permission for making such agreement.
20. Indicating Use of the CO-OPERATIVE BANK Services and the CO-OPERATIVE BANK API. In a prominent location in all Licensed Applications, You should, to the extent reasonable based on the nature of the Licensed Application, indicate that such Licensed Applications have been created using the CO-OPERATIVE BANK Services and/or the CO-OPERATIVE BANK API, and shall comply with the CO-OPERATIVE BANK Trademark Guidelines in doing so.
21. Use of CO-OPERATIVE BANK Marks. You may not, under any circumstances:
22. Include in or use the CO-OPERATIVE BANK Marks, or any marks that are confusingly similar to or derivative of the CO-OPERATIVE BANK Marks ("Confusing Marks"), as part of Your trade name (registered or otherwise), logos or other identifiers
23. Include in or use the CO-OPERATIVE BANK Marks or any Confusing Marks as part of any names, domain names logos or other identifiers of Your Applications; or
24. Use the CO-OPERATIVE BANK Marks or Confusing Marks in a manner that creates or may create a sense of endorsement, sponsorship or association with CO-OPERATIVE BANK, unless expressly permitted by CO-OPERATIVE BANK, in writing, to do so. All use of the CO-OPERATIVE BANK Marks, and any goodwill arising out of such use, shall inure to the benefit of CO-OPERATIVE BANK. You may freely state and disclose that You are using the CO-OPERATIVE BANK Services or the CO-OPERATIVE BANK API, as long as You adhere to all restrictions on using the CO-OPERATIVE BANK Marks set forth in this Agreement, the CO-OPERATIVE BANK Trademark Guidelines, and the Client Contract.
25. No Misleading users. You may not, under any circumstances, whether within a Licensed Application or in materials discussing or concerning a Licensed Application, mislead, confuse or cause misapprehension among users as to the features, functionality, origin, capabilities or other aspects of said Licensed Application, the CO-OPERATIVE BANK Services or the CO-OPERATIVE BANK API. You should not advertise or otherwise discuss your application in a way that confuses or misleads users about the application or about CO-OPERATIVE BANK.
26. Monitoring. CO-OPERATIVE BANK reserves the right to monitor your use of the Licensed Materials for any reason or no reason, including ensuring your compliance with the terms and conditions of this Agreement.
27. Reporting and Statistics. You shall ensure that your applications properly use all reporting functionality that is made available through the CO-OPERATIVE BANK API that are used in or by your applications.

**SECTION 1: GENERAL LICENSE TERMS**

1. License from CO-OPERATIVE BANK to **INSERT COMPANY NAME**. Subject to these Terms found here: developer.co-opbank.co.ke and in consideration of **INSERT COMPANY NAME**’s agreement to Terms, CO-OPERATIVE BANK grants to **INSERT COMPANY NAME** a non-exclusive, non-transferable (without the right to sublicense), terminable, limited license (i) to use the API and to use the Services for commercial and non-commercial purposes with **INSERT COMPANY NAME**’s Software and (ii) to access, use, perform and display the Content in or through the Software. The bank may from time to time predetermine the number of calls that you can make within a given period. Each HTTP request counts as one API call for the purposes of calculating usage limits, this does not include calls made to the third party service bus to obtain device event status information. Exceeding the total API calls shall in CO-OPERATIVE BANK’s sole discretion, result in API suspension or account deactivation.
2. Fees. The APIs found here: developer.co-opbank.co.ke are licensed free of charge unless otherwise noted. Basic support service is provided free of charge - this includes up to 5 web inquiries per month; responses will be managed based on availability.
3. Modifications. CO-OPERATIVE BANK may make upgrades and commercially reasonable changes to the Services, including introducing new versions, extensions, or changes to the API, from time to time, provided CO-OPERATIVE BANK will endeavor to provide no less than a thirty (30) day prior notice of such change or less time in the event such change is required by law or in the event of emergency, security risk, or substantial burden to CO-OPERATIVE BANK. In such event, **INSERT COMPANY NAME** must promptly update its Software with the most recent APIs to ensure continued service.
If a modification is unacceptable to **INSERT COMPANY NAME**, recourse is to terminate use of the Services; in no event will CO-OPERATIVE BANK be liable for any costs or damages caused by the changes to the Services beyond refunding any pre-paid Fees.
**INSERT COMPANY NAME** acknowledges and agrees that CO-OPERATIVE BANK shall have the right to distribute software updates, patches, and modifications directly to End Users from time to time in order to, among other things, update software, enable new services, add features, respond to a security threat, and implement a software patch. **INSERT COMPANY NAME** agrees to cooperate and assist CO-OPERATIVE BANK in the event of such occurrence.
4. Company IDs. In order to access the Content and Services, **INSERT COMPANY NAME** needs to obtain a Company ID from CO-OPERATIVE BANK; a “Company ID” means an alphanumeric API console key that is uniquely associated with **INSERT COMPANY NAME**’s CO-OPERATIVE BANK account. Company IDs are required, must be used according to the API documentation, and will be forwarded to **INSERT COMPANY NAME** electronically.
5. Third Party Components. Any third-party component embedded, included or provided by CO-OPERATIVE BANK for use with the Services may only be used in conjunction with the Services, and this use is subject to these Terms and the API documentation. To the extent Services include components covered by open source licenses requiring the provision of corresponding source code for those components, CO-OPERATIVE BANK hereby offers the provision of that source code consistent with those licenses.

**SECTION 2: THE SANDBOX**

**THE DEVELOPERS’ TESTING ENVIRONMENT**

Access: as a developer, you may test your API Calls in the CO-OPERATIVE BANK Sandbox, available through developer.co-opbank.co.ke. When testing in the sandbox, you shall only use anonymous, non-live data.

Usage: You agree that all use of the Sandbox will be in accordance with the terms set out, herein which are subject to change from time to time. CO-OPERATIVE BANK may post on the developer site and/or send an email to **INSERT COMPANY NAME** with notices of any changes. You agree that CO-OPERATIVE BANK will not be liable to you or any third party for any modification or cessation of API’s, including the Sandbox. All accounts and transactions made in the sandbox are not real and no real money is transferred. The sandbox is provided on an ‘as-is’ basis and CO-OPERATIVE BANK does not guarantee up-time or availability. You agree that you will not use any robot, spider, or other automatic device to create accounts for Sandbox use and you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

**SECTION 3: TERM AND TERMINATION**

1. Term: These Terms begins on the date the **INSERT COMPANY NAME** accepts these terms (the “Effective Date”) and expires on the date either party provides notice of such termination to the other party (the “Term”). Continued use of the Services will be deemed a renewal of these Terms. **INSERT COMPANY NAME** may terminate its participation by ceasing use of the Services and by removing the CO-OPERATIVE BANK API code from **INSERT COMPANY NAME**’s Software and providing written notice of such termination to CO-OPERATIVE BANK. CO-OPERATIVE BANK may terminate these Terms for any or no reason, effective immediately.
2. Survival. The restrictions and obligations in these Terms that are intended to survive the termination or cancellation of these Terms, will survive the termination or cancellation of these Terms, and will continue to bind, **INSERT COMPANY NAME**’s successors and heirs.

**SECTION 4: OWNERSHIP AND PUBLICITY**

1. Generally. Except as expressly set forth herein, these Terms do not grant either party any ownership rights, implied or otherwise, to the other's content or any of the other party's Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws. CO-OPERATIVE BANK will own and retain all right, title and interest in and to the Intellectual Property Rights in the Services, subject only to the limited license expressly set forth in Section 1 hereof. **INSERT COMPANY NAME** will own and retain all right, title and interest in and to the Intellectual Property Rights in the **INSERT COMPANY NAME** Content. **INSERT COMPANY NAME** does not acquire any other rights, express or implied, in the Services. In the event **INSERT COMPANY NAME** suggests an improvement or change to the Services and CO-OPERATIVE BANK makes such improvement or change, that improvement or change belongs to CO-OPERATIVE BANK and **INSERT COMPANY NAME** has no claims thereto. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO CO-OPERATIVE BANK. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
2. Brand Features. If **INSERT COMPANY NAME** wants to display CO-OPERATIVE BANK Brand Features or use the CO-OPERATIVE BANK name in connection with its use of the Services or Software or in any promotions, marketing, advertising, literature, or press release, such use must be in strict compliance with the Brand and Marketing Guidelines found here: www.co-opbank.co.ke In connection with such permitted uses, CO-OPERATIVE BANK grants **INSERT COMPANY NAME** a limited, revocable, non-exclusive, royalty-free license to the CO-OPERATIVE BANK Brand Features for such limited purpose and use. "Brand Features" means the trade names, trademarks, service marks, and logos of each party, as secured by that party from time to time. **INSERT COMPANY NAME** agrees that CO-OPERATIVE BANK may include **INSERT COMPANY NAME**’s name or Brand Features, whether online or in offline promotional materials, marketing, advertising, literature and press releases. In connection with any such use, **INSERT COMPANY NAME** grants CO-OPERATIVE BANK a limited, non-exclusive, royalty-free license to **INSERT COMPANY NAME** Brand Feature for such purpose and use.

**SECTION 5: CONFIDENTIALITY**

**INSERT COMPANY NAME** agrees that it will: (i) protect and keep confidential CO-OPERATIVE BANK 's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; (ii) not disclose the Confidential Information to any party, except to Affiliates, employees and agents who need to know it and who have agreed to keep it confidential; and (iii) use the Confidential Information for any purpose other than to exercise rights and fulfill obligations under these Terms. **INSERT COMPANY NAME** is responsible for any actions of its Affiliates, employees and agents in violation of this Section. "Confidential Information" means information disclosed by CO-OPERATIVE BANK that is marked as confidential or would normally be considered confidential under the circumstances, including but not limited to, all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, and software source documents relating to the Services, and other information provided by CO-OPERATIVE BANK , whether disclosed orally or in writing. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with that party. Confidential Information does not include information that: (i) **INSERT COMPANY NAME** already knew prior to disclosure from CO-OPERATIVE BANK ; (ii) becomes public through no fault of **INSERT COMPANY NAME**; (iii) was independently developed by **INSERT COMPANY NAME** without reference to the Confidential Information; or (iv) was rightfully given to **INSERT COMPANY NAME** by another party. **INSERT COMPANY NAME** may disclose the CO-OPERATIVE BANK’s Confidential Information when required by law, but only after it, if legally permissible: (i) uses commercially reasonable efforts to notify CO-OPERATIVE BANK in a timely manner; and (ii) gives CO-OPERATIVE BANK the chance to challenge the disclosure.

**SECTION 6: INSERT COMPANY NAME OBLIGATIONS**

1. Third Party Apps; **INSERT COMPANY NAME** must obtain CO-OPERATIVE BANK’s prior written approval in the event **INSERT COMPANY NAME** intends to sublicense or manage the Software for a third party not party to these Terms; **INSERT COMPANY NAME** understands and agrees that it is responsible to CO-OPERATIVE BANK to ensure that any such third-party use is in compliance with the terms of these Terms and **INSERT COMPANY NAME** agrees to be fully responsible for such third party use.
2. Privacy.
i. CO-OPERATIVE BANK Privacy Policy. **INSERT COMPANY NAME** acknowledges and agrees that CO-OPERATIVE BANK intends to and will continue to be permitted to collect and use certain personal, system, and usage data, in the same manner and to the same extent as described in CO-OPERATIVE BANK’s privacy statement.
ii. **INSERT COMPANY NAME** Privacy Policy. **INSERT COMPANY NAME** must post and abide by an appropriate privacy policy and will comply with all applicable laws relating to the collection, use, and sharing of personal and usage information related to **INSERT COMPANY NAME**’s Software, including obtaining consent from End Users with respect to the foregoing. **INSERT COMPANY NAME** agrees that it will not sell or otherwise provide End User information to any third party for such third party’s marketing purposes.
3. End-User License Terms and other Legal Agreements. **INSERT COMPANY NAME** agrees that it will have an End User License Terms or other similar legal Agreements with End Users for the license and use of the Software that utilizes the API and Services (“EULA”). **INSERT COMPANY NAME** agrees such EULA will include warranty and liability provisions that protect CO-OPERATIVE BANK as a licensor in the same manner and to the same extent as **INSERT COMPANY NAME**. **INSERT COMPANY NAME** agrees that the EULA will require End Users to comply with applicable laws.
4. End User Support. **INSERT COMPANY NAME** agrees to provide all customer support to End Users relating to its Software, products, and services. In connection therewith, **INSERT COMPANY NAME** agrees to prominently display its email address or other contact information in its Software so that its End Users may contact **INSERT COMPANY NAME** with any questions or issues. **INSERT COMPANY NAME** agrees to timely respond to such inquiries. In the event CO-OPERATIVE BANK receives an excessive amount of customer care calls related to the Software, as determined in CO-OPERATIVE BANK’s reasonable judgment, it may charge **INSERT COMPANY NAME** a reasonable fee for such calls and support.
5. Compliance with Laws. **INSERT COMPANY NAME** agrees that it will not use the Software, Services, Content, or Company Content in any manner or for any purpose that violates any right of any person, including but not limited to Intellectual Property Rights, rights of privacy, or rights to personality or to engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law.
6. Security Requirements. **INSERT COMPANY NAME** agrees that it will use commercially reasonable efforts to protect End User personal, thermostat, or other data collected by the Software. In all events, **INSERT COMPANY NAME** will implement industry-standard security measures that, at a minimum: eliminate coding vulnerabilities in its application development by following a secure software development lifecycle including testing for code vulnerabilities; maintain secure logical access procedures; maintain currency of software security patches for its own software and that of the development environment; and include reasonable security measures to maintain a secure computing environment and as otherwise required by applicable laws. In the event of a security incident, **INSERT COMPANY NAME** agrees to promptly notify CO-OPERATIVE BANK and providing all relevant information to CO-OPERATIVE BANK . **INSERT COMPANY NAME** agrees that it is solely responsible for all costs incurred by it or CO-OPERATIVE BANK because of a security incident. **INSERT COMPANY NAME** agrees that CO-OPERATIVE BANK will, with reasonable notice and during normal business hours, have access to inspect **INSERT COMPANY NAME**’s security and privacy processes and procedures either through its own employees or through an authorized representative selected by CO-OPERATIVE BANK to confirm **INSERT COMPANY NAME**’s compliance with reasonable, industry-standard security processes, policies, and procedures. Such right will survive the expiration of the Term by 2 years. **INSERT COMPANY NAME** will also furnish such other information as may be reasonably requested by CO-OPERATIVE BANK in auditing the aforementioned records.
7. Monitoring and Investigation. CO-OPERATIVE BANK reserves the right and **INSERT COMPANY NAME** hereby consents to the reasonable monitoring by CO-OPERATIVE BANK of **INSERT COMPANY NAME** for compliance with these Terms, including, without limitation, CO-OPERATIVE BANK accessing and using the Software and underlying infrastructure and support and monitoring API usage. In the event CO-OPERATIVE BANK determines, in its reasonable discretion, that **INSERT COMPANY NAME** is in violation of these Terms, CO-OPERATIVE BANK may suspend or terminate access to the APIs and terminate this engagement.
8. Required Fields in Payment Orders:
Personal Payments-Memo Field. If your application allows personal payments, it must ensure the Payment Order for each payment includes a memo field for noting the purpose of the payment.
9. Purchase payments- Description Field. If your application allows Purchase payments, it must ensure the payment order for each payment includes a description field to identify the goods or services being sold.

 **SECTION 7: LIABILITY**

1. Limitation of Liability. IN NO EVENT SHALL CO-OPERATIVE BANK AND THE OTHER COMPANIES IN ITS CORPORATE GROUP, PERSONS WHO ACT ON CO-OPERATIVE BANK ’S BEHALF, AND/OR THE PERSONS WE ENTER INTO CONTRACTS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OUR SERVICES, OUR WEBSITES, DEVELOPER’S TOOLS OR OTHER ACTIONS OR OMMISSIONS INCLUDING:

I. ANY LOSS OF PROFITS, GOODWILL, BUSINESS CONTRACTS, REVENUE OR ANTICIPATED SAVINGS EVEN IF CO-OPERATIVE BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS OF PROFITS, GOODWILL, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS; OR

II. ANY LOSS OR CORRUPTION OF DATA
III. ANY LOSS OR DAMAGE WHATSOEVER WHICH DOES NOT STEM DIRECTLY FROM OUR BREACH OF THESE TERMS, OR

IV. TO DO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LOSS OR DAMAGE WHATSOEVER WHICH IS IN EXCESS OF THAT WHICH IS CAUSED AS A DIRECT RESULT OF OUR BREACH OF THESE TERMS (WHETHER OR NOT YOU ARE ABLE TO PROVE SUCH LOSS OR DAMAGE); OR

V. AN AMOUNT EXCEEDING THE AMOUNT OF THE DIRECT DAMAGES DIRECTLY CAUSED BY OUR BREACH OF THESE TERMS, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY

1. Indemnification. **INSERT COMPANY NAME** will indemnify, defend, and hold harmless CO-OPERATIVE BANK , its affiliates, employees, and agents from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim made against CO-OPERATIVE BANK for (i) infringement, misappropriation, or other violation of any intellectual property rights (including patent, copyright, trademark, or trade secret); (ii) **INSERT COMPANY NAME**’s breach of this Terms; (iii) **INSERT COMPANY NAME**’s Software or Company Content or **INSERT COMPANY NAME**’s other products, services, software, or apps; (iv) **INSERT COMPANY NAME**’s failure to establish an adequate Company privacy policy as required by Section 6(c)(iii) or an adequate EULA or other legal Terms as required by Section 6(d); (v) **INSERT COMPANY NAME**’s use of the API, Services, or Software in breach of its Terms with an End User or in violation of applicable laws; (vi) **INSERT COMPANY NAME**’s failure to implement adequate security requirements or a breach of security; (vii) **INSERT COMPANY NAME**’s negligence or willful misconduct; (viii) bodily injury, including death, and/or damage to tangible personal property caused by the Software or Company Content or **INSERT COMPANY NAME**’s other products, services, software, or apps; and (ix) **INSERT COMPANY NAME**’s breach of its confidentiality obligations.
2. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, CO-OPERATIVE BANK DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CO-OPERATIVE BANK WEBSITE, APIs, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. THE CO-OPERATIVE BANK WEBSITWE AND APIs ARE PROVIDED ‘AS-IS’ AND CO-OPERATIVE BANK MAKES NO WARRANTY THAT OUR WEBSITE AND APIs WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. CO-OPERATIVE BANK DOES NOT HAVE ANY CONTROL OF, OR LIABILITY FOR, THE PRODUCTS OR SERVICES PURCHASED USING THE MERCHANT’s APIs.

**SECTION 8: MISCELLANEOUS**

1. Notices. Notice will be deemed given when verified by written receipt if sent by personal courier, overnight courier, or mail. CO-OPERATIVE BANK’s notices should be addressed to: Managing Director, CO-OPERATIVE BANK Africa Limited, Upper Hill, P.O Box 48231-00100 Nairobi. Notices to **INSERT COMPANY NAME** will be posted on the following website: <https://www.co-opbank.co.ke>
2. Assignment. **INSERT COMPANY NAME** may not assign or transfer any part of these Terms without the written consent of CO-OPERATIVE BANK, except to an Affiliate but only if: (i) the assignee agrees in writing to be bound by the terms of these Terms; and (ii) the assigning party remains liable for obligations incurred under the Terms prior to the assignment. Any other attempt to transfer or assign is void.
3. Change of Control. Upon a change of Control of a party to a competitor of the other party (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (i) the party experiencing the change of Control will provide written notice to the other party within thirty days after the change of Control; (ii) the other party may immediately terminate these Terms any time between the change of Control and thirty days after it receives the written notice in subsection (i); and (iii) in no event may the party experiencing the change in Control share any Confidential Information of the other party with the third party. "Control" means control over greater than fifty percent of the voting rights or equity interests of a party.
4. Force Majeure. CO-OPERATIVE BANK will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, supplier failure, and Internet disturbance) that was beyond CO-OPERATIVE BANK's reasonable control.
5. International Use. Given the global nature of the Internet, **INSERT COMPANY NAME** agrees to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, privacy, copyright, and trademark infringement. Additionally, **INSERT COMPANY NAME** agrees to comply with all applicable laws regarding the transmission of technical data exported from the country in which **INSERT COMPANY NAME** resides. Addendums may be added to address specific laws or requirements as applicable.
6. No Agency. The parties are independent contractors, and these Terms does not create an agency, partnership or joint venture and **INSERT COMPANY NAME** agrees that it will not publicize the use of the Services in any manner that suggests otherwise.
7. No Waiver. Failure to enforce any provision of these Terms will not constitute a waiver.
8. Severability. If any provision of these Terms is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
9. No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.
10. Equitable Relief. Nothing in these Terms will limit either party's ability to seek equitable relief.
11. Governing Law. This Term is governed by the Laws of Kenya.
12. Amendments. Any amendments to these Terms must be in writing and expressly state that it is amending these Terms.
13. Changes to Terms. CO-OPERATIVE BANK may modify the Terms, including the Privacy Policy, at any time, in our sole discretion. If we do so, we will let you know either by posting the modified Terms on the Site or through other communications. It is important that you review the Terms whenever we modify them, because if you continue to use the Services after we have posted modified Terms on the Site, you agree to be bound by the modified Terms. For avoidance of doubt **INSERT COMPANY NAME**’s continued access and use of the Services will be deemed the Company’s conclusive acceptance of the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
14. Entire Agreement. These Terms is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in these Terms are hereby incorporated by this reference. Before using the Services, **INSERT COMPANY NAME** should read each of the documents comprising the Terms. If there is any contradiction between these Terms and other documents relating to these Services (including, but not limited to the API documentation), then these Terms will take precedence.
15. Taxes. It is **INSERT COMPANY NAME**’s responsibility to determine what, if any, taxes apply to payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. CO-OPERATIVE BANK is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
16. Dispute Resolution. In the event of a dispute arising between CO-OPERATIVE BANK and **INSERT COMPANY NAME** in respect of any matter contained in these Terms, the aggrieved party shall notify the other in writing about the existence and nature of the dispute within fourteen (14) days of the dispute arising. CO-OPERATIVE BANK and **INSERT COMPANY NAME** shall negotiate in good faith to settle the dispute in question as expeditiously as possible, but not later than thirty (30) days through their representatives. Should in any event the representatives fail to resolve the said dispute within the aforesaid period, the dispute shall be referred to arbitration. CO-OPERATIVE BANK and **INSERT COMPANY NAME** may appoint a single arbitrator or in default of such agreement upon application by either CO-OPERATIVE BANK or **INSERT COMPANY NAME** to the Chairman for the time being of the Kenyan Chapter of the Chartered Institute of Arbitrators. The determination of the arbitrator shall be final and binding to the extent permissible by applicable Kenyan law.

**TERMS OF USE**

**INSERT COMPANY NAME** agrees to the following restricted uses or other prohibitions (terms not otherwise defined herein will have the meaning defined in the Terms of Service):
A. **INSERT COMPANY NAME** will not hide or mask from CO-OPERATIVE BANK the identity of the Software, including by failing to follow the identification conventions listed in the API documentation;
B. **INSERT COMPANY NAME** will not create Software that functions substantially the same as the API or Services and offer it for use by third parties;

C. **INSERT COMPANY NAME** will not attempt to reverse engineer the Services or any component or attempt to create a substitute or similar service through use of or access to the Services;

D. **INSERT COMPANY NAME** will not create derivative works of or attempt to derive the source code of any Software provided as part of the API(s) or any part thereof;

E. **INSERT COMPANY NAME** will not use the Services for High Risk Activities. "High Risk Activities" means uses like the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage;

F. **INSERT COMPANY NAME** will not use the Services to harm CO-OPERATIVE BANK or third parties, such harm including, but not being limited to, disrupting CO-OPERATIVE BANK business and customers, intentionally or negligently overloading CO-OPERATIVE BANK 's network or conducting Denial of Services attacks, finding or exploiting vulnerabilities in CO-OPERATIVE BANK 's security;

G. **INSERT COMPANY NAME** will not, except as necessary to establish a commercial relationship as contemplated under the Terms of Service, or as otherwise mutually agreed, disclose to any third party any information about the Service's performance, service levels, content, specifications, bugs (if any), pricing, its code, or the Terms of Service or disparage CO-OPERATIVE BANK or the Service in any way;

H. **INSERT COMPANY NAME** will not copy any portion of the Services code, appearance or documentation, except to the extent necessary to perform integration with CO-OPERATIVE BANK devices and services;

I. **INSERT COMPANY NAME** will not use the Services for any demand response program unless pursuant to the license of demand response APIs from CO-OPERATIVE BANK;

J. **INSERT COMPANY NAME** will not disable, hack, disrupt, damage, or interfere with the Services;

K. **INSERT COMPANY NAME** will not allow the Software to contain any obscene, pornographic, offensive, or defamatory content or materials of any kind, or other content or materials that may be objectionable;

L. **INSERT COMPANY NAME** will not collect, aggregate, re-syndicate, retain, log or store Content beyond 10 trailing days from the date when the Content is received

M. **INSERT COMPANY NAME** will not use End User data to evaluate End Users or their property individually or in the aggregate for insurance or other financial products and services.

N. **INSERT COMPANY NAME** will not allow the Software to perform any function or link to any content or use any robot, spider, site search or other retrieval application or device to scrape, collect, disseminate or use information about users for any unauthorized purpose;

O. **INSERT COMPANY NAME** will not develop, use, or offer:
1. Software that causes CO-OPERATIVE BANK servers or network to crash;

2. Software that consistently generates excessive API traffic;

3. A Web browser redirect-based implementation that download code in any way or form;

4. Software that sends “Push Notifications” without first obtaining End User consent;

5. Software that jeopardizes network security by sending sensitive device and user confidential information using Push Notifications;

6. Software that encourages End Users to use CO-OPERATIVE BANK devices in a way that may cause damage to the devices or their systems;

7. Software that rapidly drains the CO-OPERATIVE BANK device's battery or generates excessive traffic;

8. Software that may result in physical harm to the CO-OPERATIVE BANK devices;

9. Software that does not provide a mechanism for End User to unsubscribe users and devices;

10. Software that does not implement an error handling workflow which gives the End User guidance on what the issue is.

P. **INSERT COMPANY NAME** will not initiate a request which has not been duly approved, as **INSERT COMPANY NAME** will be required to implement their own approval workflows and thus any request received by the CO-OPERATIVE BANK as initiated from **INSERT COMPANY NAME** will be effected under the assumption that the same has been duly approved.

A violation of any of the foregoing may result in immediate termination of the Terms of Service.

**IN WITNESS WHEREOF**

The parties this day and year have duly executed this agreement first herein before written.

Signed by the duly authorized representative of **CO-OPERATIVE BANK OF KENYA LIMITED**

Name:

Signature:

Designation:

In the presence of

Signed AND Sealed with the Common Seal of **INSERT COMPANY NAME**

Name:

Signature:

Designation:

Name:

Signature:

Designation:

Name:

Signature:

Designation:

**SCHEDULE 1**

**CHARGES & TRANSACTION VALUES**

(As annexed to the Agreement and signed off by the Parties)

**COMMERCIALS**

Excise duty of 20% will apply to all commissions, fees and charges

***The information captured is subject to change***

1. **IFT APIs:**

|  |  |
| --- | --- |
| **Transaction Bands**  | To limit (Kshs 999,999) |
| **Cost**  | 50 |

**b) Non –Financial APIs**

|  |  |
| --- | --- |
| **API** | **KES** |
| **Instant Notification Service** | 1 per call |
| **Balance Enquiry** | Free |
| **Mini-Statement** | Free |

**C) Pesalink**

|  |  |
| --- | --- |
| **Range in KES** | **Charge in KES** |
| **0-500** | 0 |
| **501-10,000** | 42 |
| **10,001-50,000** | 62 |
| **50,001-100,00** | 82 |
| **100,001-200,00** | 112 |
| **200,001-500,000** | 152 |
| **500,001-999,999** | 242 |

**Note: For Pesalink Enhanced limited kindly do a formal request stating your proposed daily limit between Kshs 999,999 to Kshs 15,000,000 and Transaction limit between Kshs 200,000 to Kshs 999,999**

**d) Bank to Mpesa**

|  |  |
| --- | --- |
| **Range in KES** | **Charge in KES** |
| **10- 1,000** | 65 |
| **1,0o1- 70,000** | 72 |

**LIST OF APIs TO BE SUBSRIBED TO:**

(As annexed to the Agreement and signed off by the Parties)

|  |  |
| --- | --- |
| **No** | **API** |
| **1** | Funds Transfer |
| **2** | Status Query |
| **3** | Callback |
| **4** | Pesalink |
| **5** | Bank to Mpesa |
| **6** | Instant Notification Service |