LAST UPDATED: JULY 7, 2025

CORE API TERMS

1. DEFINITIONS

Unless defined below, all capitalized terms in these Core API Terms shall have the meaning set out in the Customer Agreement:

"**API Documentation**"	means the technical and operational instructions and specifications made available to the Customer, including at https://docs.okoora.com;
"**Core API**"	means Okoora's proprietary application programming interface enabling programmatic access to its FX and payments infrastructure;
"**Customer Agreement**"	means the agreement between the Customer and Okoora governing the provision and use of Okoora Services, which includes the Customer Agreement Form, the General Terms and Conditions, the applicable Product Terms (including these Core API Terms), any applicable Fee Schedules, and any other supplemental documents or policies expressly incorporated therein by reference, including any applicable DPA and technical or regulatory annexes.
"**Effective Date**"	means the effective date of the Customer Agreement;

2. CORE API SERVICE

2.1 Okoora provides the Customer with access to its Core API for the purpose of integrating FX and payment capabilities directly into the Customer's internal systems. The API enables secure and programmatic access to a range of services, including:

(a) execution of foreign exchange transactions;

(b) wallet balance queries and transaction history;

(c) international and local payouts;

(d) FX rate retrieval and transaction simulation.

2.2 The API shall be used exclusively by the Customer in accordance with the API Documentation available at: https://docs.okoora.com

3. ENGAGMENT AND ACCESS RIGHTS

3.1 Subject to the terms of the Customer Agreement, Okoora grants the Customer a limited, non-exclusive, non-transferable, and revocable right to access and use the Core API solely to integrate with the Customer's internal systems and enable the execution of supported functionalities. The

Customer's use of the API shall at all times comply with the technical specifications, security requirements, and permitted use restrictions set forth in these Product Terms and in the applicable API Documentation.

3.2 The Customer shall during the Term: (a) perform the activities, tasks and responsibilities stated, and in accordance with the requirements set out in Schedule A; and (b) fully comply with its obligations under this Agreement and the Other Contracts.

3.3 Customer shall not use the Okoora Services for Core API Services where it is prohibited to offer or provide these to or from the relevant country and/or as stated as prohibited in the Okoora Network Rules or otherwise. This list may be updated by Okoora, at any time and at Okoora's discretion, to ensure legal compliance, compliance to laws and regulations and/or to reduce risk exposure.

3.4 Customer is and remains solely responsible to ensure its use of the Core API Services is compliant with the applicable payment processor, Okoora Network Rules and Applicable Law in its country of origin and any jurisdictions in which it operates. Customer acknowledges that Okoora has relied on the accuracy and completeness of the information and documentation provided to it by Customer in assessing the Customer's compliance with Applicable Law and operational requirements, and such reliance was a material condition for entering into this Agreement.

3.5 Customer further consents to Okoora's disclosure of all information and documentation provided by Customer to the Okoora Network Partners involved in facilitating the provision of Okoora Services and that Okoora will only activate the Services ("go live") once the disclosure obligations have been satisfied.

3.6 If at any time Customer becomes aware of any change to the information or documentation it has provided, or any change to its legal, operational, or regulatory status that may impact its continued use of the Core API Services, it must promptly inform Okoora. Okoora may take any action it deems reasonably necessary, including suspension or termination under Clause 15, and may require the Customer to submit additional information or take corrective actions to maintain compliance with Applicable Law and Okoora's internal standards.

3.7 The provision of Okoora's Services is subject to any additional or subsequent conditions and requirements that may be imposed by Okoora and/or the Okoora Network Partners from time to time for the purposes of ensuring compliance with Applicable Law, managing risk exposure, or responding to the outcome of any audit conducted by Okoora, a Network Partner, or a Regulatory Authority pursuant to Clause 13.

4. CREDENTIALS AND ACCESS MANAGEMENT

4.1 Okoora shall issue API credentials (including access tokens and client identifiers) to the Customer. The Customer shall securely store all issued credentials and prevent unauthorized access or use.

4.2 The Customer must not disclose credentials to any third party, nor use the credentials for purposes outside the scope defined in these Product Terms.

4.3 Okoora may revoke, rotate or restrict access credentials at any time for security reasons or upon suspected misuse.

5. SANDBOX ACCESS

5.1 Okoora may provide a non-production sandbox environment for testing and integration purposes. Transactions executed in the sandbox shall not be considered valid, executed, or binding.

5.2 Okoora reserves the right to monitor sandbox activity and suspend sandbox access at any time.

6. MONITORING AND CONTROLS

6.1 Okoora may monitor the Customer's API usage to ensure compliance with these Product Terms and the Agreement.

6.2 In the event of excessive, abnormal, or suspicious activity, Okoora may suspend, throttle, or restrict access to specific endpoints or the entire API, with or without prior notice.

6.3 In the event of urgent or extraordinary circumstances, including but not limited to system compromise, denial-of-service attacks, or critical operational risk, Okoora may suspend access to the Core API without prior notice.

6.4 Where reasonably practicable, Okoora shall notify the Customer of such suspension and cooperate to restore access promptly once the underlying issue is resolved.

7. AVAILABILITY AND SUPPORT

7.1 Okoora shall use commercially reasonable efforts to ensure 99.5% monthly uptime for production API endpoints, excluding planned maintenance or Force Majeure events.

7.2 Where Support shall be provided by Okoora during Business Days via the designated communication channel.

8. PERMITTED USE AND RESTRICTIONS

The Customer shall not: (a) use the API for any unlawful, infringing or fraudulent purpose; (b) reverse-engineer, scrape, mine, or attempt to extract any source code or data schema; (c) sublicense or provide access to the API to any third party; or (d) use the API to build or enhance any competing product or service.

9. INDICATIVE RATES AND MARKET DATA

9.1 The rates, exchange quotes, and other market data accessible via the Core API are made available for informational and indicative purposes only and are not binding on Okoora unless and until expressly confirmed within an executed transaction. While Okoora uses reasonable efforts to source such data from reliable providers and to update rates regularly, such information may be subject to latency, rounding, market fluctuations, or third-party feed limitations.

9.2 Accordingly, the Customer shall not rely on such rates or information as a guaranteed offer or executable quote unless explicitly confirmed by Okoora within the scope of a valid transaction instruction. Okoora shall bear no responsibility for any decisions, forecasts, or reliance made by the Customer or its end users based on such indicative data.

10. PRECEDENCE AND INTERPRETATION

10.1 These Core API Product Terms shall supplement the Customer Agreement and shall control solely in relation to the Core API Services to the extent of any conflict.

10.2 References to the "Agreement" herein shall be interpreted to include the Customer Agreement Form, General Terms and Conditions, these Product Terms, and any applicable DPA.

10.3 These Product Terms shall remain in effect for the duration of the Agreement, unless terminated earlier in accordance with its provisions. Termination of the Agreement shall automatically terminate these Product Terms.

11. API USAGE MONITORING AND TECHNICAL AUDIT

11.1 Without derogating from Okoora's general audit rights set forth in the Customer Agreement, the Customer shall, upon reasonable prior notice, grant Okoora or its designated representatives access to systems, records, technical logs, and documentation directly related to its use of the Core API. Such access shall be provided solely for the purpose of verifying:

(a) the Customer's compliance with these Core API Terms and the applicable API Documentation;

(b) the security, performance, and integrity of the integration; and

(c) the correct handling of transactions, calls, and responses via the Core API.

11.2 Okoora shall exercise this right in a manner that minimizes disruption to the Customer's operations. The Customer shall promptly remedy, at its own expense, any deficiencies or non-compliance identified as part of such audit.

12. INTELLECTUAL PROPERTY

12.1 All rights, title and interest in and to the Core API, including any software, documentation, specifications, and any enhancements or modifications thereto, shall remain solely with Okoora or its licensors.

12.2 Nothing in these Product Terms shall operate to assign or transfer any Intellectual Property Rights to the Customer.

12.3 Any suggestions, feedback or improvements proposed by the Customer may be used by Okoora without restriction, and all associated rights shall be deemed assigned to Okoora on a royalty-free basis.

13. SECURITY OBLIGATIONS

13.1 The Customer shall implement and maintain appropriate technical and organizational measures (TOMs) to ensure the confidentiality, integrity, and availability of its systems and all API-related data exchanges. Such measures shall align with industry standards and applicable regulatory requirements (e.g., ISO 27001, GDPR).

13.2 Okoora shall not be liable for any breach or compromise resulting from Customer's failure to implement such controls.

13.3 The Customer shall promptly notify Okoora in writing of any actual or suspected security incident affecting its integration with the Core API or any unauthorized access to credentials or systems that may impact the confidentiality, integrity, or availability of Okoora's Services.

14. DATA LOCALIZATION AND CROSS-BORDER PROCESSING

14.1 The Customer acknowledges that the provision of Core API Services may involve the transfer and processing of data across multiple jurisdictions, including outside the country of origin.

14.2 Where applicable, Okoora shall ensure that data transfers comply with relevant legal frameworks such as the EU General Data Protection Regulation (GDPR), the Digital Operational Resilience Act (DORA), and other Applicable Laws.

14.3 If the Customer is subject to specific data residency or localization obligations, it shall notify Okoora in writing in advance. Okoora will use reasonable efforts to accommodate such requirements, subject to technical feasibility and mutual agreement.

15. DATA RECORDS AND AUDIT

15.1 The Customer shall retain, in accordance with Applicable Law and for no less than five (5) years, complete and accurate records of all activities conducted via the Core API.

15.2 Upon reasonable prior notice, Okoora or its authorized representatives may audit or inspect such records, systems or logs to verify compliance with these Product Terms and Applicable Law.

15.3 Okoora may require the Customer to provide reporting or access logs in connection with regulatory inquiries or internal controls.

16. SUBCONTRACTING

Okoora may engage affiliates, service providers and subcontractors to support the delivery, maintenance or monitoring of the Core API, provided that such entities are bound by confidentiality and data protection obligations no less stringent than those set forth in the Agreement.

17. TECHNICAL CONTACT AND COOPERATION

17.1 The Customer shall designate a technical point of contact (name, email, and phone) responsible for overseeing the integration and operation of the Core API. The Customer shall promptly respond to Okoora's operational or technical queries and cooperate in resolving issues that affect the stability or compliance of the Core API Services.

18. SUSPENSION AND TERMINATION OF API ACCESS

18.1 Okoora may suspend or terminate the Customer's access to the Core API, in whole or in part, with immediate effect by written notice if:

(a) the Customer breaches any provision of these Core API Terms or the API Documentation;

(b) such suspension or termination is required to comply with Applicable Law or any order of a Regulator;

(c) continued access poses a security, operational, reputational, or regulatory risk to Okoora or any of its Affiliates;

(d) Okoora reasonably determines that the Customer is using the API for unauthorized, unlawful, or fraudulent purposes;

(e) Okoora may reinstate access following a suspension only once the underlying cause has been resolved to its reasonable satisfaction;

(f) termination of the Customer Agreement shall automatically result in termination of access to the Core API and these Core API Terms.

19. API MODIFICATION AND CHANGE NOTIFICATIONS

19.1 Okoora may from time to time introduce new versions of the Core API or modify existing endpoints, functionalities, or protocols in accordance with its internal policy.

19.2 Okoora shall use commercially reasonable efforts to notify the Customer in writing no less than thirty (30) calendar days in advance of any breaking changes or deprecations that may materially impact the Customer's use of the Core API.

19.3 The Customer shall be responsible for reviewing such notices and implementing any required changes to its integration in accordance with the timelines specified in the notice. Okoora shall not be liable for any disruption or degradation in service resulting from the Customer's failure to comply.