


## Jumia Key Opinion Leader Terms and Conditions

### 1. Introduction and interpretation

- 1.1. In these Jumia Key Opinion Leader Terms and Conditions the following defined terms shall apply:
  - 1.1.1. **"Jumia"** or **"we"** shall mean the relevant Jumia group company as provided at Schedule 1;
  - 1.1.2. **"Jumia Marketplace"** shall mean Jumia's e-commerce platform consisting of a website and mobile application for the sale and purchase of consumer products, together with Jumia's on demand platforms and JumiaPay;
  - 1.1.3. **"KOL"** or **"you"** shall mean the bloggers, social media influencers and other owners/ operator of KOL Site(s) who are accepted to participate in the Jumia KOL Program;
  - 1.1.4. **"KOL Program"** shall mean Jumia's program pursuant to which KOLs publish, on the KOL Sites, links to the Jumia Marketplace and to products for sale on the Jumia Marketplace, and earn commissions in respect of resulting sales;
  - 1.1.5. **"KOL Site(s)"** shall mean the websites and/or mobile applications or the relevant pages thereof that carry links to the Jumia Marketplace and to products for sale on the Jumia Marketplace;
  - 1.1.6. **"Products"** shall mean the consumer products for sale on the Jumia Marketplace; and
  - 1.1.7. **"Territory"** shall mean the location of the relevant Jumia group company as provided at Schedule 1.
- 1.2. These Jumia Key Opinion Leader Terms and Conditions set out the terms on which Jumia appoints the KOL to provide, and you agree to provide to Jumia, your services as a member of Jumia's KOL Program. If the KOL is a body corporate all references in these Terms and Conditions to "him/her" shall refer to the individual acting for and on behalf of the KOL pursuant to these Terms and Conditions.
- 1.3. All transactions and dealings between you and Jumia are subject to these Terms and Conditions.

### 2. Registration

- 2.1. You may register to participate in the Jumia KOL Program by completing and submitting the application form on the Jumia KOL Program portal accessible via Jumia's webpage ("**Jumia KOL Portal**") including providing details of your KOL
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Site(s). We will evaluate your application and notify you of its acceptance or rejection.

- 2.2. You may not register to participate in the Jumia KOL Program if you are:
  - 2.2.1. under 18 years of age (by registering to participate in the Jumia KOL Program, you warrant and represent to us that you are at least 18 years of age);
  - 2.2.2. a part of Jumia's "JForce" scheme or any other present or future sales scheme operated in respect of the Jumia Marketplace; or
  - 2.2.3. an employee of Jumia or a family member of an employee of Jumia, unless Jumia has approved the registration pursuant to its conflict of interest procedures.
- 2.3. If you are a seller on the Jumia Marketplace, you must disclose this in the registration form. If you become a seller on the Jumia Marketplace after registration, you must immediately notify Jumia as provided at section 13.7.
- 2.4. If you register to participate in the Jumia KOL Program you:
  - 2.4.1. represent and warrant that all information provided in the registration form is complete, accurate and up to date, and that you shall immediately notify Jumia of any changes in respect of the same;
  - 2.4.2. agree to comply with these Terms and Conditions and the Jumia codes, policies and guidelines, as may be amended by Jumia from time to time and which form an integral part of the terms upon which you may participate in the Jumia KOL Program; and
  - 2.4.3. we will ask you to expressly agree to these Terms and Conditions and the Jumia codes policies and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the Territory.
- 2.5. We shall review your application to participate in the Jumia KOL Program and may, in our discretion, accept or reject your application for any reason whatsoever, including if we determine that your KOL Site(s) is unsuitable, for any of the reasons specified in section 6 below.
- 2.6. If your application to participate in the Jumia KOL Program is rejected, you may reapply at any time subject to meeting the acceptance criteria.

### **3. The services**

- 3.1. Upon notification from Jumia that you have been accepted on the Jumia KOL Program, you shall display links to the Jumia Marketplace and the Products on your KOL Site(s)

using the link formats (or such other tracking methods as we may request from time to time e.g. voucher codes) that we provide ("**Tracking Links**"). Tracking Links permit accurate tracking, reporting, and accrual of advertising fees. Jumia may in its discretion cancel any offers and deactivate related Tracking Links.

- 3.2. Customers who buy Products through the Jumia KOL Program are customers of Jumia with respect to all activities they undertake in connection with Jumia. Accordingly, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the Jumia Marketplace will apply to those customers, and we may change them at any time.
- 3.3. You shall at all times advertise and promote the sale of the Products at the price published on the Jumia website from time to time, and you shall not be entitled to charge any fees to the customers or receive any further compensation (beyond the commissions and any incentives as particularized at section 4 below) for the services performed and expenses incurred in connection with these Terms and Conditions.
- 3.4. You acknowledge and agree that you shall be solely responsible for your KOL Site(s), including in respect of:
  - 3.4.1. its development, operation and maintenance;
  - 3.4.2. creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on the KOL Site(s) (including all Product descriptions and other Product-related materials and any information you include within or associate with the Tracking Links);
  - 3.4.3. formatting the Tracking Links on the KOL Site(s); and
  - 3.4.4. disclosing to users of the KOL Site(s), either through a privacy and cookie notice or otherwise as may be required by relevant laws, how you collect, use, store, and disclose their personal data, including, where applicable, that third parties (including Jumia) may use such data for advertising purposes.
- 3.5. You acknowledge and agree that Jumia may:
  - 3.5.1. send you emails relating to the Jumia KOL Program from time to time;
  - 3.5.2. monitor, record, and use information about the KOL Site(s) and visitors to the KOL Sites that we obtain in connection with your display of Tracking Links; and
  - 3.5.3. monitor, crawl, and investigate the KOL Site(s) in order to verify compliance with these Terms and Conditions.

## **4. Commissions**

- 4.1. Jumia shall pay you commissions as further particularised at section 4.4 in respect of purchases made on the Jumia Marketplace, which result from the customer clicking

through to the Jumia Marketplace from a Tracking Link on the KOL Site; adding a Product to his or her shopping cart; placing an order for the Product no later than 1 day following the customer's initial click-through; paying for the Product in full; and not returning the Product within the period specified in the applicable Jumia returns policy ("**Confirmed Purchases**").

- 4.2. For the avoidance of any doubt, Confirmed Purchases shall exclude any Product that is:
  - 4.2.1. purchased after the expiration of 1 day following the customer's initial click-through;
  - 4.2.2. purchased and then cancelled or returned;
  - 4.2.3. purchased by or on behalf of you or an employee or sales agent of Jumia, or on behalf of the friends, relatives, or associates of you or an employee or sales agent of Jumia;
  - 4.2.4. purchased for resale or commercial use of any kind;
  - 4.2.5. purchased as part of a bulk order (the volume of Products that constitutes a bulk order shall be subject to the type(s) of Product and determined in Jumia's discretion from time to time);
  - 4.2.6. purchased following activity on the Jumia Marketplace that is not directly referred from a Tracking Link;
  - 4.2.7. purchased through a Tracking Link that violates these Terms and Conditions;
  - 4.2.8. not correctly tracked or reported because the links from the KOL Site to the Jumia Marketplace are not properly formatted; or
  - 4.2.9. purchased after termination of these Terms & Conditions.
- 4.3. Jumia reserves the right to reject orders that do not comply with any requirements of the Jumia Marketplace, in its discretion.
- 4.4. Subject to section 4.5 below (agreed flat rates), the rate of commissions payable by Jumia shall be as stated on the dashboard in the Jumia KOL Portal. The percentage commission shall be a percentage of the net Product price (i.e. exclusive of VAT). Jumia may change the rate of commissions and incentives in its discretion on notice to you.
- 4.5. Jumia may offer to selected KOLs bespoke flat rates in respect of specific campaigns (which shall replace the percentage commissions stated on the dashboard) by written notice to the KOL. Execution of the campaign by the KOL shall be deemed acceptance of the notified flat rates.

- 4.6. Any incentives shall be communicated to the KOL on the dashboard or by official newsletter from Jumia.
- 4.7. Jumia makes no warranty or representation with regard to potential revenues that may be earned pursuant to the Jumia KOL Program, and no employee or other representative of Jumia is authorized to make such representations. In the event of any such unauthorized representations, you shall immediately notify Jumia and shall not rely on the same.

## **5. Payment**

- 5.1. We shall process Product orders placed by customers who follow Tracking Links from your site to the Jumia Marketplace on a daily basis and provide you reports of Confirmed Purchases on a regular basis via the dashboard in the Jumia KOL Portal.
- 5.2. We shall generate self-billed invoices, on your behalf, in respect of your advertising commissions earned for Confirmed Purchases, as validated in any given month, by the end of the following month.
- 5.3. This self-billed invoicing process will follow all applicable laws and Jumia's processes in place from time to time.
- 5.4. Your self-billed invoices shall be payable by Jumia within 30 days of the end of the date of the invoice, subject to you:
  - 5.4.1. earning commissions that exceed the payment threshold, which shall be two euros (€ 2.00) if you are registered in the Territory; and fifty euros (€50.00) if you are located anywhere else. If your earned commissions are below the minimum threshold in any month, they shall be rolled over to the subsequent month(s) and shall be payable after the minimum threshold is achieved;
  - 5.4.2. providing to Jumia valid payee information as Jumia may require for valid payment in accordance with applicable laws, which may include any or all of the following, as may be applicable: full name or company name, registered address, company registration number, VAT number; tax identification number; and
  - 5.4.3. providing to Jumia account details in respect of such payment method as Jumia may offer (including bank transfer, mobile money transfer, store credits, and/or shopping vouchers) as Jumia may from time to time make available to you to select or determine at its discretion.
- 5.5. In the event that you do not provide to Jumia the necessary payments information pursuant to sections 5.4.2 and 5.4.3 above, within 90 days of Jumia's request to you, you shall be deemed to have waived and/or forfeited your right to payment. If you provide incorrect payments information resulting in bank charges incurred by Jumia, such charges shall be deducted from the amount of your commission.

- 5.6. The commission payable by Jumia shall be inclusive of any and all taxes and statutory deductions payable by you in accordance with all applicable laws in force from time to time and you shall receive the full commission amount without deductions unless withholding tax is applicable or any other tax is being paid by Jumia on your behalf to any relevant tax authority.
- 5.7. Jumia shall not be liable for any interest or penalty on late payments.
- 5.8. In the event of any breach of these Terms and Conditions by the KOL, Jumia may in its absolute discretion suspend or cancel payment of the commissions, or apply a penalty in respect thereof.
- 5.9. Jumia may at any time set off against the commissions any liability of the KOL to Jumia, whether such liability is present or future, liquidated or unliquidated, and however arising.

## 6. **KOL Sites**

- 6.1. The Jumia Marketplace observes the highest standards of good taste and decency, and requires the same from KOL Site(s). You understand and agree that all content on your KOL Site(s) must be appropriate, civil, tasteful, and accord with generally accepted standards of etiquette and behavior on the internet, and must not:
  - 6.1.1. be offensive, obscene, indecent, pornographic, lewd, suggestive or sexually explicit;
  - 6.1.2. depict violence in an explicit, graphic or gratuitous manner; or
  - 6.1.3. be blasphemous or in breach of racial or religious hatred or discrimination legislation;
  - 6.1.4. be deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful or inflammatory;
  - 6.1.5. cause annoyance, inconvenience or needless anxiety to any person; or
  - 6.1.6. constitute spam.
- 6.2. Your KOL Site(s) and all content on your KOL Site(s) must not be illegal or unlawful, infringe any person's legal rights, or be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law) and must not infringe or breach:
  - 6.2.1. any copyright, moral right, database right, trademark right, design right, right in passing off or other intellectual property right;
  - 6.2.2. any right of confidence, right of privacy or right under data protection legislation;

- 6.2.3. any contractual obligation owed to any person; or
- 6.2.4. any court order.
- 6.3. You must not link the Jumia Marketplace to any website or web page consisting of or containing material that would, were it posted on our marketplace, breach the provisions of sections 6.1 or 6.2 above.
- 6.4. You acknowledge and agree that you will not send traffic to the Jumia Marketplace using any of the following prohibited methods and/or activities:
  - 6.4.1. bidding on keywords or “pay per click” related to the Jumia brand name and any variant or misspelling thereof by running search engine marketing campaigns;
  - 6.4.2. using the Jumia brand name, or a variant or misspelling thereof, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site;
  - 6.4.3. using fraudulent methods such as pop-ups, pop-unders, iFrames, cookie stuffing, and automatically opening Jumia pages; or
  - 6.4.4. referrals from employees or sales agents of Jumia.
- 6.5. You shall not maintain a website that might give rise to a risk of confusion with the web presence of Jumia.

## **7. General warranties**

- 7.1. In consideration of payment of the commission by Jumia, you shall perform the services in accordance with:
  - 7.1.1. all applicable laws and regulations from time to time in force, including all applicable anti-money laundering, anti-bribery, anti-corruption, sanctions and export control laws and regulations;
  - 7.1.2. the highest standards of honesty, integrity and ethical business conduct;
  - 7.1.3. the provisions of these Terms and Conditions, and the Jumia Partner Code of Conduct published at <https://investor.jumia.com/corporate-governance/#governance-documents> and as may be amended by Jumia from time to time; and
  - 7.1.4. all reasonable instructions from Jumia.
- 7.2. You shall use your best endeavours to promote and protect the interests of Jumia, and you represent and warrant to Jumia that there are no commitments, conflicts of interest and other circumstances that may prevent or inhibit your provision of the services.

7.3. If you learn of any unlawful material or activity on our marketplace, or any material or activity that breaches these terms and conditions, you may inform us by contacting us as provided at section 13.7.

## **8. Confidentiality and data protection**

8.1. You shall keep confidential any and all commercial, operational and other documents and information relating to Jumia's business, and shall not disclose or reproduce such information without the prior express written consent of Jumia.

8.2. You will not issue any press release or make any other public communication with respect to these Terms and Conditions or your participation in the Jumia KOL Program.

8.3. You shall comply with Jumia's Data Privacy Policy and related procedures, to ensure that Jumia is in compliance with applicable data protection laws, including protecting the security of all personal data obtained in the performance of the services, and obtaining consent from individuals for processing of the same as provided at section 3.4.4 above.

## **9. Independent contractor**

9.1. You acknowledge and agree that you are a free agent and independent contractor; and you are not an employee of Jumia.

9.2. Nothing in these Terms and Conditions is intended to, or shall be deemed to, create a contract for employment or create an employer-employee relationship between you and Jumia.

9.3. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership, joint venture, or agency agreement between you and Jumia, and you shall not:

9.3.1. hold yourself out as an agent of Jumia;

9.3.2. hold yourself out as Jumia's proxy;

9.3.3. incur any debt, obligation or liability on behalf of Jumia;

9.3.4. give any condition or warranty or representation on behalf of Jumia; or

9.3.5. negotiate or sign in the name of Jumia or on behalf of Jumia any purchase order, or other document that could bind Jumia in any way.

## **10. Liability, indemnity and insurance**

10.1. Subject to section 10.2 below, Jumia will not be liable for any loss, damage or injury to you howsoever arising and will not be liable in respect of any claim made against you by any third party.



- 10.2. Nothing in these Terms and Conditions shall exclude liability to the extent not permitted by the laws of the Territory.
- 10.3. You will indemnify Jumia in full against all claims, costs, expenses (including legal expenses), loss, damage or liability awarded against or incurred by Jumia as a result of any act, omission or breach of these Terms and Conditions by you.
- 10.4. Jumia's rights under these Terms and Conditions are without prejudice to any other rights or remedies available to it under the laws of the Territory.
- 10.5. You shall be independently responsible for maintaining in force an insurance policy in respect of your risks and potential liabilities under these Terms and Conditions.

## **11. Intellectual property**


- 11.1. We, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website, and you will not acquire any rights in respect thereof by virtue of your performance of the services pursuant to these Terms and Conditions.
- 11.2. Subject to the terms of these Terms and Conditions, and solely for the limited purpose of advertising the Products on the KOL Site(s) and directing end users to the Jumia Marketplace in connection with Jumia KOL Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to copy and display our trademarks, logos and other approved content from the Jumia Marketplace on the KOL Site(s) only.
- 11.3. You shall not:
  - 11.3.1. commit any act that damages Jumia's intellectual property, name or reputation;
  - 11.3.2. commit any act that damages the intellectual property, name or reputation in respect of the Products; or
  - 11.3.3. register or seek to register any trademark, tradename or other intellectual property identical to or likely to be confused with any intellectual property owned by Jumia or in respect of the Products.

## **12. Termination**

- 12.1. Either party may terminate the agreement between the parties with immediate effect, at any time, without cause by giving 7 days' notice to the other party.
- 12.2. Jumia may terminate the agreement immediately by notice in writing to you if:
  - 12.2.1. you fail to meet any performance targets communicated to you from time to time;

- 12.2.2. you commit one or more breaches of these Terms and Conditions;
  - 12.2.3. you purport to assign Jumia's rights or obligations under these Terms and Conditions; or
  - 12.2.4. you are deceased or by reason of illness or incapacity are incapable of providing the services.
- 12.3. Upon termination of the agreement:
- 12.3.1. the license set forth in section 11.2 above will immediately and automatically terminate;
  - 12.3.2. you shall immediately cease to perform the services and remove all Tracking Links from the KOL Site(s);
  - 12.3.3. you shall at your own expense, and within thirty (30) days of termination, dispose of in accordance with the directions of Jumia, all advertising, promotional or sales material relating to the Products and all confidential information relating to the business of Jumia then in your possession;
  - 12.3.4. we shall, subject to the rights of set off provided for at section 5.9, remit to you any commissions earned as at the date of termination subject to you meeting the payments thresholds provided at section 5.4.1. Any commissions earned below the payments threshold shall be forfeited;
  - 12.3.5. the KOL shall not be entitled to claim, and Jumia shall not be liable for any commissions in respect of any period after the date of termination; or any costs, expenses, loss of sales, loss of goodwill, compensation, or any other claim whatsoever arising directly and indirectly from the termination;
  - 12.3.6. any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect; and
  - 12.3.7. except as otherwise provided at section 12.3.7 above, and to any rights or obligations accruing prior to termination, neither party will have any further obligation to the other under these Terms and Conditions.

## **13. Miscellaneous terms**

- 13.1. **Assignment and sub-contracting:** The agreement between the parties as provided by these Terms and Conditions is personal to the KOL and the KOL may not assign any of its rights or obligations, sub-contract or otherwise delegate performance of its obligations. Jumia may without the prior consent of the KOL assign its rights and obligations to another company within the Jumia group of companies.
  - 13.2. **Variation:** We will ask for your express agreement to any revisions of these Terms and conditions within such period as we may specify; and if you do not give your
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express agreement to the revised versions within such period as we may specify, you shall be deemed to have consented. If you expressly reject any such revisions you may be deemed by us to have terminated the agreement and we may discontinue your participation in the Jumia KOL Program and terminate the agreement.

- 13.3. **No waiver:** No breach of any provision of these Terms and Conditions will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of these Terms and Conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of these Terms and Conditions.
- 13.4. **Entire agreement:** These Terms and Conditions constitute the entire agreement between the parties and supersede any and all previous agreements between the parties.
- 13.5. **Hierarchy:** Should these Terms and Conditions, and the Jumia codes, policies and guidelines, be in conflict, these Terms and Conditions, and the Jumia codes, policies and guidelines shall prevail in the order here stated.
- 13.6. **Severability:** In the event that one of the sections of these Terms and Conditions is found to be void, voidable or illegal, then the section shall be severed and the rest of the agreement shall be read as if that section did not exist.
- 13.7. **Notices:** All notices or other communications to be given under these Terms and Conditions to either party shall be made in writing and sent:
  - 13.7.1. to Jumia by email to [KOL@Jumia.com](mailto:KOL@Jumia.com) with a copy to [compliance.alert@jumia.com](mailto:compliance.alert@jumia.com) ; or
  - 13.7.2. to the KOL by email to the email address provided by the KOL during registration and as may be updated from time to time.
- 13.8. **Governing law and jurisdiction:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Territory and the parties agree to submit to the exclusive jurisdiction of the courts of the Territory.
- 13.9. **Electronic or digital signature:** We will ask you to expressly agree to these Terms and Conditions; and the Jumia codes, policies and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the Territory.

## Schedule 1

### Jumia Group Companies

The Jumia group company contracting under these terms and conditions shall be:

- the operator of the Jumia Marketplace to which the KOL directs traffic; or
- where the KOL directs traffic to more than one Jumia Marketplace, the company operating in the Territory where the KOL is located and registered with Jumia.

The table below sets out Jumia group companies and the relevant "Territory" in respect of each:

<b>Territory</b>	<b>Jumia company</b>	<b>Registered number</b>	<b>Registered address</b>
Algeria	Jade E Services Algeria SARL	15B0991061-16/00	n° 123 Bois des Cars 3 Dely Ibrahim – Alger, Algérie.
Egypt	Jumia Egypt LLC	60149	Building 272/273 - 2nd sector - City Center - New Cairo - Egypt
Ghana	Jade E-Services Ghana Ltd.	CB-926	Teachers' Hall 3rd Floor, Education Loop, Adabraka, Accra, Ghana
Ivory Coast	Ecart Services Ivory Coast SARL	CI-ABJ-2013-B-1394	Abidjan, Marcory, Solibra, Immeuble Rochebobois; 26 BP 684 Abidjan 26
Kenya	Ecart Services Kenya Ltd.	CPR/2020/71652	ALN House, Eldama Ravine Close, off Eldama Ravine Road, Westlands PO Box 764, Sarit Centre, Nairobi, Kenya 00606
Morocco	Ecart Services Morocco Sarlau	257697	155, Boulevard d'Anfa, Casablanca, Maroc
Nigeria	Ecart Internet Services Nigeria Ltd.	RC 1034513	109 Adeniyi Jones Street, Ikeja, Lagos

Nigeria	Hellopay Africa Integrated Services Ltd.	RC 1191244	109 Adeniyi Jones Street, Ikeja, Lagos
Senegal	Jade E-Services Senegal SARL	RC:SN-DKR-2013-B-4473	Ngor Virage lot n°72 Dakar (Sénégal)
South Africa	Jade E-Services South Africa (Pty) Ltd	2011/128056/07	97 Durham Avenue, Salt River, Cape Town
Uganda	Jade E-Services Uganda Ltd.	174418	Plot 47 Lumumba Avenue Nakasero, PO BOX 10831 Kampala, UGANDA
Tunisia	Jumia Eservices SARL	1559963C	Immeuble Evolve, Rue du lac Huron, Les berges du Lac 1, 1053 Tunis, Tunisie.