

LTGS PLC SYSTEM INTEGRATION & INSPECTIONS DEPARTMENT

TERMS AND CONDITIONS FOR APIS INTEGRATION

SECTION 1: GENERAL OVERVIEW

- 1.1. These Terms and Conditions govern API usage provided by LTGS RWANDA PLC.
- 1.2. By accessing the API, the applicant agrees to comply with these terms.
- 1.3. These terms are subject to regulations of Rwanda, including BNR and RURA.
- 1.4. LTGS RWANDA PLC reserves the right to modify these terms at any time.
- 1.5. Updates will be communicated to registered users 30 days before enforcement.

SECTION 2: DEFINITIONS

- 2.1. **"API"** refers to the Application Programming Interface provided by LTGS RWANDA PLC.
- 2.2. **"Applicant"** refers to any agency or company applying for API integration.
- 2.3. **"Data"** refers to the information exchanged via APIs.
- 2.4. **"System"** refers to LTGS RWANDA PLC platforms integrating APIs.
- 2.5. **"Regulator"** refers to authorities such as BNR, RURA, or other governing bodies.

SECTION 3: ELIGIBILITY

- 3.1. Applicants must be legally registered businesses or organizations.
- 3.2. Proof of compliance with BNR, NCSA or RURA guidelines is mandatory.
- 3.3. Applicants must submit a valid business certificate and tax clearance certificate.
- 3.4. LTGS RWANDA PLC reserves the right to approve or reject any application.
- 3.5. Rejected applicants may appeal in writing within 14 days.
- 3.6. Proof of payment amount 5000 RWF for Application
- 3.7. Filled & signed application form for requesting APIs
- 3.8. Application letter addressed to Deputy CEO of LTGS Rwanda Plc.

SECTION 4: APPLICATION PROCESS

- 4.1. Applicants must submit a completed API application form.
- 4.2. Supporting documents must be uploaded via the LTGS RWANDA PLC application portal.

- 4.3. LTGS RWANDA PLC will review applications within 3 business days.
- 4.4. Approved application, will sign the Mou between applicant and LTGS Plc.
- 4.5. Successful applicants will receive an API key and integration guidelines.
- 4.6. API keys must remain confidential and not be shared with third parties.

SECTION 5: IMBONI MERCHANT PAY API USAGE

- 5.1. This API enables merchants to process payments securely.
- 5.2. Transactions must comply with BNR's Digital Payments Regulations.
- 5.3. Applicants must ensure end-to-end encryption of payment data.
- 5.4. Transaction logs must be retained for a minimum of 5 years.
- 5.5. Misuse of the API will result in suspension and potential legal action.

SECTION 6: IMBONI PAY API USAGE

- 6.1. The API facilitates digital payments across multiple platforms.
- 6.2. All transactions must comply with AML and KYC guidelines.
- 6.3. Transaction limits are subject to BNR regulations.
- 6.4. A sandbox environment will be provided for testing purposes.
- 6.5. API users must report transaction summaries monthly to LTGS RWANDA PLC.

SECTION 7: IMBONI BANKING SEND FUNDS API

- 7.1. This API allows the transfer of funds between accounts.
- 7.2. Transactions must be validated with a National ID or TIN.
- 7.3. Real-time reporting of fund transfers is mandatory.
- 7.4. Fraudulent transactions must be reported to LTGS RWANDA PLC immediately.
- 7.5. LTGS RWANDA PLC reserves the right to audit API usage without prior notice.

SECTION 8: IMBONI BANKING RECEIVE FUNDS API

- 8.1. This API enables the receipt of funds into accounts.
- 8.2. Applicants must implement measures to prevent money laundering.
- 8.3. Daily transaction limits must comply with regulatory caps.
- 8.4. Applicants must ensure secure storage of customer account details.
- 8.5. LTGS RWANDA PLC charges fees for each transaction, as outlined in the pricing schedule.

SECTION 9: AGENTS API

- 9.1. The Agents API integrates with LTGS RWANDA PLC's agent network.
- 9.2. Applicants must have a valid agency agreement with LTGS RWANDA PLC.
- 9.3. Real-time updates of agent data are required.
- 9.4. API users are responsible for agent compliance training.
- 9.5. Misuse of agent information will result in termination of access.

SECTION 10: PUBLIC BILLING API

- 10.1. This API supports utility billing and payment services.
- 10.2. Applicants must integrate only with authorized utility providers.
- 10.3. All billing data must comply with WASAC, RRA, RSSB, MTN and REG regulations.
- 10.4. Monthly reconciliation reports are required.
- 10.5. LTGS RWANDA PLC reserves the right to audit billing activities for compliance.

SECTION 11: SECURITY

- 11.1. Applicants must implement encryption for all API transactions.
- 11.2. API access must be restricted to authorized IP addresses.
- 11.3. Any breach of data security must be reported within 24 hours.
- 11.4. LTGS RWANDA PLC will provide security patches as needed.
- 11.5. Failure to secure data may result in termination of access.

SECTION 12: DATA PRIVACY

- 12.1. API users must comply with Rwanda's data protection laws (NCSA).
- 12.2. Personal data accessed through APIs must not be shared without consent.
- 12.3. Data retention must follow regulatory guidelines.
- 12.4. LTGS RWANDA PLC reserves the right to monitor data usage.
- 12.5. Unauthorized use of personal data will result in legal action.

SECTION 13: FEES AND CHARGES

- 13.1. API usage fees will be outlined in the pricing schedule.
- 13.2. Applicants must settle invoices within 14 days.
- 13.3. Late payments will incur penalties as per LTGS RWANDA PLC policy.
- 13.4. LTGS RWANDA PLC reserves the right to adjust fees with prior notice.
- 13.5. Free usage tiers may be available for testing purposes.

SECTION 14: TERMINATION

- 14.1. LTGS RWANDA PLC may terminate API access for non-compliance.
- 14.2. Applicants may terminate usage with 30 days' notice.
- 14.3. Termination does not absolve applicants of outstanding fees.
- 14.4. LTGS RWANDA PLC reserves the right to revoke access without notice in emergencies.
- 14.5. Appeals against termination must be submitted within 14 days.

SECTION 15: LIABILITY

- 15.1. LTGS RWANDA PLC is not liable for losses resulting from misuse of APIs.
- 15.2. Applicants assume full responsibility for third-party claims arising from API usage.
- 15.3. LTGS RWANDA PLC's liability is limited to documented direct damages up to the value of fees paid.
- 15.4. LTGS RWANDA PLC is not liable for interruptions caused by regulatory actions.
- 15.5. Force majeure events exempt LTGS RWANDA PLC from liability for service disruptions.

SECTION 16: INDEMNIFICATION

- 16.1. Applicants agree to indemnify LTGS RWANDA PLC against legal claims resulting from API misuse.
- 16.2. Indemnification covers damages, penalties, and attorney fees.
- 16.3. Applicants must promptly notify LTGS RWANDA PLC of any third-party claims.
- 16.4. LTGS RWANDA PLC reserves the right to assume control of legal defense.
- 16.5. This clause survives termination of the agreement.

SECTION 17: AUDIT RIGHTS

- 17.1. LTGS RWANDA PLC reserves the right to audit API usage for compliance.
- 17.2. Applicants must provide access to relevant systems during audits.
- 17.3. Audits will be conducted during business hours with prior notice.
- 17.4. Non-compliance identified during audits must be rectified within 14 days.
- 17.5. Costs of audits due to violations will be borne by the applicant.

SECTION 18: SUPPORT SERVICES

- 18.1. LTGS RWANDA PLC provides technical support for API integration (It's not mandatory).
- 18.2. Support is available via email and phone during business hours.
- 18.3. Emergency support is available for critical issues 24/7.
- 18.4. Applicants must report issues using LTGS RWANDA PLC's designated support channels.
- 18.5. LTGS RWANDA PLC will prioritize resolution of security-related issues.

SECTION 19: COMPLIANCE

- 19.1. API usage must adhere to BNR, RURA, and other applicable regulations.
- 19.2. Applicants must maintain compliance with AML and KYC requirements.
- 19.3. Any breach of regulatory compliance must be reported immediately.
- 19.4. LTGS RWANDA PLC reserves the right to suspend access for non-compliance.
- 19.5. Applicants must regularly review updates to relevant regulations.

SECTION 20: AML/KYC OBLIGATIONS

- 20.1. Applicants must verify the identity of end-users as per KYC guidelines.
- 20.2. Suspicious transactions must be reported to LTGS RWANDA PLC and relevant authorities.
- 20.3. Real-time monitoring of transactions is mandatory.
- 20.4. Applicants must implement anti-money laundering measures.
- 20.5. Non-compliance will result in termination of API access.

SECTION 21: INTEGRATION TESTING

- 21.1. Applicants must complete sandbox testing before live deployment.
- 21.2. LTGS RWANDA PLC will provide test credentials for integration.
- 21.3. Successful completion of testing is required for API approval.
- 21.4. Testing must verify compliance with LTGS RWANDA PLC's performance standards.
- 21.5. LTGS RWANDA PLC reserves the right to conduct additional testing at any time.

SECTION 22: PERFORMANCE STANDARDS

- 22.1. APIs must maintain an uptime of 99.9% unless otherwise specified.
- 22.2. Applicants must ensure their systems do not overload LTGS RWANDA PLC servers.
- 22.3. LTGS RWANDA PLC reserves the right to limit API requests during peak usage.
- 22.4. Applicants must notify LTGS RWANDA PLC of anticipated high transaction volumes.
- 22.5. Performance violations will be subject to penalties.

SECTION 23: DISPUTE RESOLUTION

- 23.1. Disputes must first be addressed through LTGS RWANDA PLC's support team.
- 23.2. Unresolved disputes will be escalated to arbitration under Rwandan law.
- 23.3. Arbitration proceedings will be conducted in Kigali, Rwanda.
- 23.4. Costs of arbitration will be shared equally unless otherwise decided.
- 23.5. The decision of the arbitrator is final and binding.

SECTION 24: INTELLECTUAL PROPERTY

- 24.1. All APIs and related documentation remain the property of LTGS RWANDA PLC.
- 24.2. Applicants are granted a non-exclusive license to use APIs.
- 24.3. Unauthorized use or duplication of APIs is prohibited.
- 24.4. LTGS RWANDA PLC retains the right to revoke licenses for intellectual property violations.
- 24.5. Applicants must notify LTGS RWANDA PLC of any suspected IP infringement.

SECTION 25: REPORTING REQUIREMENTS

- 25.1. Applicants must submit monthly transaction reports to LTGS RWANDA PLC.
- 25.2. Reports must include details of API usage, errors, and performance metrics.
- 25.3. Failure to report on time will result in penalties.
- 25.4. LTGS RWANDA PLC reserves the right to verify reports through independent audits.
- 25.5. Inaccurate reporting may lead to suspension of access.

SECTION 26: PENALTIES FOR BREACH

- 26.1. Non-compliance with terms will result in a warning for the first offense.
- 26.2. Repeated offenses will result in temporary suspension of access.
- 26.3. Severe breaches may lead to permanent termination and legal action.
- 26.4. LTGS RWANDA PLC may impose financial penalties for damages caused by breaches.
- 26.5. Appeals against penalties must be submitted within 7 days.

SECTION 27: RENEWAL OF ACCESS

- 27.1. API access agreements must be renewed annually.
- 27.2. Renewal requires submission of updated compliance documents.
- 27.3. LTGS RWANDA PLC reserves the right to deny renewal for non-compliance.
- 27.4. Applicants will be notified of renewal decisions within 14 days.
- 27.5. Renewal fees must be paid before the expiration of the current agreement.

SECTION 28: FORCE MAJEURE

- 28.1. LTGS RWANDA PLC is not liable for service disruptions caused by events beyond its control.
- 28.2. Force majeure includes natural disasters, war, and government actions.
- 28.3. API access will resume as soon as conditions allow.
- 28.4. Applicants will be notified of force majeure events affecting services.
- 28.5. Refunds for disruptions are subject to LTGS RWANDA PLC's discretion.

SECTION 29: THIRD-PARTY ACCESS

- 29.1. Applicants are prohibited from sharing API access with unauthorized third parties.
- 29.2. LTGS RWANDA PLC must approve all third-party integrations in writing.
- 29.3. Unauthorized access by third parties will result in immediate suspension.
- 29.4. Applicants are responsible for ensuring third-party compliance with LTGS RWANDA PLC terms.
- 29.5. Third-party breaches will be treated as applicant breaches.

SECTION 30: API DEPRECATION

- 30.1. LTGS RWANDA PLC reserves the right to deprecate APIs with a 90-day notice.
- 30.2. Applicants must transition to updated APIs within the deprecation period.
- 30.3. LTGS RWANDA PLC will provide migration support for deprecated APIs.
- 30.4. Deprecated APIs will cease functioning after the deprecation period.
- 30.5. LTGS RWANDA PLC is not liable for disruptions caused by failure to migrate.

SECTION 31: CONFIDENTIALITY

- 31.1. Applicants must treat API documentation and related data as confidential.
- 31.2. Disclosure of confidential information to unauthorized parties is prohibited.
- 31.3. LTGS RWANDA PLC reserves the right to terminate access for confidentiality breaches.
- 31.4. Confidentiality obligations survive the termination of API access.
- 31.5. Legal action may be pursued for unauthorized disclosures.

SECTION 32: INSURANCE REQUIREMENTS

- 32.1. Applicants must maintain insurance coverage for API-related risks.
- 32.2. Insurance policies must cover data breaches, cyberattacks, and service interruptions.
- 32.3. Proof of insurance must be provided upon request by LTGS RWANDA PLC.
- 32.4. Lack of insurance may result in suspension of API access.
- 32.5. Applicants are liable for damages exceeding their insurance coverage.

SECTION 33: TERMINATION APPEALS

- 33.1. Applicants may appeal API access termination within 14 days.
- 33.2. Appeals must be submitted in writing with supporting documentation.
- 33.3. LTGS RWANDA PLC will review appeals within 7 days.
- 33.4. Termination decisions following an appeal are final.
- 33.5. Reinstated access may require additional compliance measures.

SECTION 34: API KEY REVOCATION

- 34.1. LTGS RWANDA PLC reserves the right to revoke API keys for non-compliance.
- 34.2. Revoked keys must not be used under any circumstances.
- 34.3. New API keys may be issued upon compliance restoration.
- 34.4. Unauthorized attempts to use revoked keys will result in legal action.
- 34.5. API key usage logs must be retained for audit purposes.

SECTION 35: API VERSIONING

- 35.1. LTGS RWANDA PLC may release new API versions to improve functionality.
- 35.2. Applicants must migrate to new versions within 60 days of release.
- 35.3. Old API versions will be deprecated following migration deadlines.
- 35.4. LTGS RWANDA PLC will provide version-specific documentation and support.
- 35.5. Applicants are responsible for ensuring compatibility with updated versions.

SECTION 36: FRAUD PREVENTION

- 36.1. API usage must not facilitate fraudulent activities.
- 36.2. LTGS RWANDA PLC will monitor transactions for potential fraud.
- 36.3. Suspicious activities will result in immediate suspension and investigation.
- 36.4. Applicants must implement fraud prevention measures in their systems.
- 36.5. Proven fraud will result in termination and legal action.

SECTION 37: SANDBOX GUIDELINES

- 37.1. Applicants must use the sandbox environment for initial API testing.
- 37.2. Sandbox usage must simulate real-world scenarios without affecting live systems.
- 37.3. Sandbox credentials are non-transferable and expire after testing.
- 37.4. LTGS RWANDA PLC reserves the right to monitor sandbox activity.
- 37.5. Unauthorized use of sandbox data is prohibited.

SECTION 38: JURISDICTION

- 38.1. This agreement is governed by the laws of the Republic of Rwanda.
- 38.2. Any disputes will be resolved under the jurisdiction of Rwandan courts.
- 38.3. Applicants waive the right to contest jurisdiction in Rwandan courts.
- 38.4. LTGS RWANDA PLC retains the right to pursue legal action in other jurisdictions if necessary.
- 38.5. Jurisdiction clauses survive termination of API access.

SECTION 39: NOTIFICATION OBLIGATIONS

- 39.1. Applicants must notify LTGS RWANDA PLC of system changes affecting API integration.
- 39.2. Notifications must be submitted at least 14 days before implementation.
- 39.3. Failure to notify LTGS RWANDA PLC of changes may result in suspension.
- 39.4. LTGS RWANDA PLC will notify applicants of changes to API terms or functionality.
- 39.5. Notification communications will be sent via registered email addresses.

SECTION 40: TRAINING REQUIREMENTS

- 40.1. Applicants must ensure their staff are trained in API usage and compliance.
- 40.2. LTGS RWANDA PLC offers training sessions upon request.
- 40.3. Training costs are borne by the applicant unless otherwise agreed.
- 40.4. Untrained personnel must not access or use APIs.
- 40.5. Periodic retraining is recommended to align with updates.

SECTION 41: MULTI-FACTOR AUTHENTICATION

- 41.1. API access must be secured with multi-factor authentication (MFA).
- 41.2. MFA configurations must comply with LTGS RWANDA PLC security guidelines.
- 41.3. Applicants are responsible for ensuring MFA is operational at all times.
- 41.4. LTGS RWANDA PLC reserves the right to audit MFA implementation.
- 41.5. Non-compliance with MFA requirements will result in suspension.

SECTION 42: RATE LIMITING

- 42.1. APIs are subject to rate limits to ensure system stability.
- 42.2. Exceeding rate limits will result in temporary suspension.
- 42.3. LTGS RWANDA PLC will notify applicants of rate limit violations.
- 42.4. Custom rate limits may be negotiated for high-volume applicants.
- 42.5. Rate limit policies are reviewed annually.

SECTION 43: PAYMENT DISPUTES

- 43.1. Payment disputes must be reported within 30 days of invoicing.
- 43.2. LTGS RWANDA PLC will investigate disputes and respond within 15 days.
- 43.3. Unresolved disputes will follow the dispute resolution process.
- 43.4. Applicants must continue payments during dispute investigations.
- 43.5. Refunds for valid disputes will be processed within 30 days.

SECTION 44: DATA PORTABILITY

- 44.1. Applicants may request data export upon termination of API access.
- 44.2. Data exports will be provided in standard formats within 30 days.
- 44.3. LTGS RWANDA PLC may charge fees for data export services.
- 44.4. Proprietary data formats are excluded from portability.
- 44.5. Requests for data portability must comply with LTGS RWANDA PLC guidelines.

SECTION 45: INCIDENT REPORTING

- 45.1. Applicants must report security incidents related to API usage within 24 hours.
- 45.2. Incident reports must include detailed information about the nature and scope of the incident.
- 45.3. LTGS RWANDA PLC will provide support for mitigating and resolving incidents.
- 45.4. Applicants must cooperate with LTGS RWANDA PLC during incident investigations.
- 45.5. Failure to report incidents may result in termination of API access.

SECTION 46: DATA RETENTION

- 46.1. LTGS RWANDA PLC retains API transaction data for a minimum of six months.
- 46.2. Applicants may request access to retained data within this period.
- 46.3. Retention periods may be extended based on regulatory requirements.
- 46.4. Data older than the retention period will be securely deleted.
- 46.5. LTGS RWANDA PLC reserves the right to modify retention policies with prior notice.

SECTION 47: SERVICE LEVEL AGREEMENTS (SLAS)

- 47.1. LTGS RWANDA PLC provides guaranteed uptime for APIs as outlined in the SLA.
- 47.2. Applicants may report SLA violations within 15 days of occurrence.
- 47.3. SLA compensation will be provided as service credits or other remedies.
- 47.4. SLA exceptions include force majeure and applicant-side issues.
- 47.5. Detailed SLA terms are provided in the API documentation.

SECTION 48: PRIVACY COMPLIANCE

- 48.1. Applicants must comply with all applicable privacy laws and regulations.
- 48.2. API usage must respect user privacy and avoid unauthorized data collection.
- 48.3. LTGS RWANDA PLC may audit applicants for privacy compliance.
- 48.4. Non-compliance will result in immediate suspension of API access.
- 48.5. Privacy violations may be reported to regulatory authorities.

SECTION 49: TERMINATION WITHOUT CAUSE

- 49.1. LTGS RWANDA PLC reserves the right to terminate API access without cause with 30 days' notice.
- 49.2. Applicants may also terminate API usage without cause with prior written notice.
- 49.3. Outstanding fees must be settled before termination takes effect.
- 49.4. LTGS RWANDA PLC will provide assistance for data export during termination.
- 49.5. Termination without cause does not waive confidentiality or liability obligations.

SECTION 50: COMPLIANCE AUDITS

- 50.1. LTGS RWANDA PLC may conduct periodic audits of applicants' API usage for compliance.
- 50.2. Audits will be scheduled with reasonable notice to the applicant.
- 50.3. Applicants must provide requested documentation and access during audits.
- 50.4. Audit findings will be communicated within 30 days of completion.
- 50.5. Non-compliance identified during audits must be addressed promptly.