

Jumia Affiliate Program Terms & Conditions

As of April 2018

* * *

This Jumia Affiliate Program Terms & Conditions contains the term and conditions that govern your participation in the Jumia Affiliate Program (the “**Program**”). “**Jumia**”, “**We**”, “**us**”, “**our**” means Africa Internet Group or any of its affiliate companies, including but not limited to Jumia. “**You**” or “**your**” means the affiliate partner. A “**site**” means a website. The “**Jumia Site**” means any or all of the following sites: jumia.com.ng, jumia.ma, jumia.com.eg, jumia.co.ke, jumia.ci, jumia.cm, jumia.com.gh. “**Your site**” or “**Your app**” means any site(s) or mobile application(s) that you own or operate and link to the Jumia Site.

We may update these Terms and Conditions at any time and will make the updated Terms and Conditions available by posting the updated version on our website. We will inform you of any such updates via the email you provide in your account. However, your continued involvement in the program, as defined below, shall be conclusive evidence that you have read and consented to the agreement as amended or modified and further agree on a going forward basis to comply with, and be bound by, all the terms and conditions contained within the agreement as amended or modified at that time. If at any point you do not agree to any portion of the terms of this Agreement then in effect, you must immediately stop your activity in the Program.

1. Description of Jumia Affiliate Program

The purpose of the Jumia Affiliate Program is to permit you to advertise Products on your site and to earn advertising commissions for Confirmed Purchases (see section 7) made by your end users on the Jumia Site. A “**Product**” is any item sold on the Jumia Site.

2. Enrollment

To begin the enrollment process, you must submit a complete and accurate Program application, including a clear identification of your site(s) or other sources of traffic. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application if we determine that your source of traffic or site is unsuitable. We consider the following sites and practices as examples of unsuitable sources of traffic:

- (a) Using voucher codes or coupon codes websites
- (b) Using any type of online paid ads, especially display or search pay-per-click ads on major platforms like Facebook ads or Google display/search networks
- (c) Using Jumia brand name, or a variant or misspelling, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site
- (d) Using fraudulent methods such as pop-ups, pop-unders, iFrames, cookie stuffing, and automatically opening Jumia pages

- (e) Trying to get advertising commissions on an order placed as an employee or external sales agent of Jumia
- (f) Promoting inappropriate materials - eg. sexually explicit, violent, libelous, defamatory, discriminatory, illegal
- (g) Violating intellectual property rights in any manner

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later observe that you are engaging in unsuitable practices, we are, at our sole discretion, entitled to terminate and/or take action against you/your affiliate account at any time.

An Affiliate Partner also operating as a Vendor on Jumia's Seller Center platform must indicate, when completing the sign-up form, that he/she is a Jumia Vendor. Where an Affiliate Partner subsequently becomes a Vendor, the Affiliate Partner shall immediately send an email to affiliate@jumia.com, notifying Jumia of his/her status as a Vendor on Jumia's Platform. Affiliate Partners who were already Vendors at the time of the current update (October 2017 Version) are required to send an email to affiliate@juma.com. The failure of the Affiliate Partner to notify Jumia of his/her status as a Jumia Vendor may result in the Affiliate Partner being delisted. The Affiliate Partner shall also be liable to return every commission fraudulently earned during the period of his/her misrepresentation and be required to pay a penalty to Jumia.

3. Tracking links on your site

After you have been notified that you have been accepted into the Program, you must display Tracking Links on your site. "Tracking Links" are links to the Jumia Site that you place on your site in accordance with this Terms & Conditions, that properly utilize the special link formats we provide. Tracking Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in section 7 and only with respect to activity on the Jumia Site occurring directly through Tracking Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site. You may not maintain a website that might give rise to a risk of confusion with the web presence of JUMIA.

4. Program requirements

By participating in Jumia Affiliate Program, you agree that you will comply with the Terms & Conditions and all pages, schedules, policies, guidelines, specifications, user manuals, and supporting materials that we make available to you.

You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. You will provide us with any additional information that we request to verify your compliance with this Terms & Conditions or any supporting materials.

In addition, you hereby consent to us:

- Sending you emails relating to Jumia Affiliate Program from time to time
- Monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Tracking Links

- Monitoring, crawling, and investigating your site to verify compliance with this Terms & Conditions

5. Participation in other Schemes

You may not participate in any other sales scheme being operated by Jumia, including but not limited to Jumia Sales Consultant (J-Force) Scheme, or any other present or future sales scheme not operated under Jumia Affiliate Program. Where you are found to be in breach of this Paragraph, Jumia shall be entitled to summarily terminate this Agreement. You would also be required to pay liquidated damages which shall be equivalent to the sum of all commissions earned under the other Sales Scheme operated by Jumia. You shall not be entitled to earn a commission on any order which is also placed via any sales scheme operated by Jumia.

6. Responsibility for your site

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- The technical operation of your site and all related equipment
- Displaying Tracking Links and Content on your site in compliance with this Terms & Conditions and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site)
- Creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Tracking Links)
- Using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights)
- Disclosing on your site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers
- Any use that you make of the Content and the Jumia Trademark, whether or not permitted under this Agreement

We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Terms & Conditions, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Terms & Conditions or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

7. Order Processing

We will process on a daily basis Product orders placed by customers who follow Tracking Links from your site to Jumia Site. We reserve the right to reject orders that do not comply with any requirements on the Jumia site. We will track Confirmed Purchases for reporting and advertising fee accrual purposes and will make available to you reports summarizing those Confirmed Purchases.

8. Advertising Commissions

We will pay you advertising fees only on Confirmed Purchases. Subject to the exclusions set forth below, a "Confirmed Purchase" occurs when a customer (a) clicks through a Tracking Link on your site to Jumia site, then (b) adds a Product to his or her shopping cart and places the order for that Product no later than 30 days following the customer's initial click-through, then (c) the Product is shipped and paid for by the customer, and finally (d) confirmation of no return by the customer as per the Jumia return policy has been granted.

Confirmed Purchases exclude any of the following:

- any Product purchased through a Tracking Link that violates the terms of this Agreement - especially those stated in section 2
- any Product that, after expiration of the 30-days window, is purchased via the Jumia site, even if the customer previously followed a Tracking Link from your site to our site
- any Product purchase that is not correctly tracked or reported because the links from your site to Jumia site are not properly formatted
- any Product purchased through a Tracking Link by you or on your behalf, including Products you purchase through Tracking Links for yourself, friends, relatives, or Affiliate (e.g. personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity)
- Any Product purchased for resale or commercial use of any kind
- Any Product purchased after termination of this Terms & Conditions
- Any Product order that is cancelled or returned
- Making bulk orders (orders with a big quantity of the same items. Jumia has the right to reject the commission on such bulk orders.
- Making a large number of orders buying the same item (buying items in bulk over many orders). Jumia has the right to reject the commissions of such orders.

9. Advertising Commissions Payment

We will pay you advertising commissions on a monthly basis for Confirmed Purchases that were validated in a given month. Unless specifically otherwise agreed, we will generate "self-billed" invoices, which shall be inclusive of value added tax. This self-billed invoicing process will follow the principles of the article 224 of the European Union COUNCIL DIRECTIVE 2010/45/EU of 13 July 2010, amending Directive 2006/112/EC on "the common system of value added tax as regards the rules on invoicing" (as referenced [here](#) and [here](#)). Therefore, you will not need to send us any invoice, and we will be able to pay you in less than 14 days following the end of each calendar month. We shall also be required to deduct withholding tax or any other taxes as may from time to time be required by the relevant tax laws or regulations.

The default payment method is direct deposit on your bank account, although we may allow mobile payments in some specific african countries where we believe it is relevant. If you have not selected one of the payment methods, we will withhold any unpaid accrued advertising fees until you have done so.

If you are situated in any of the local Jumia countries, your commission will only become payable after you have met a minimum threshold of 10 EUR worth of commission approved in the past months from each offer. Where the amount is yet to meet the minimum threshold, your commission will be rolled over to the subsequent months.

If you are situated outside the local Jumia countries, your commission will only become payable after you have met a minimum threshold of 50 EUR worth of commission approved in the past months. Where the amount is yet to meet the minimum threshold, your commission will be rolled over to the subsequent months.

If you are based outside of the local Jumia countries, you can only be paid if you're able to provide us with valid company details; Company name, Company Address, Company Registration Number, VAT ID, Tax ID.

If you're situated in Morocco and wish to be paid via bank transfer, you will be required to provide us on a monthly basis, with your Company's tax invoice indicating the ICE Number and VAT ID of your Company. This invoice shall be sent via email to affiliate@jumia.com. If you're unable to send us an invoice, we will send you a Jumia voucher with the commission amount.

9. Policies and Pricing

Customers who buy products through this Program are our customers with respect to all activities they undertake in connection with Jumia. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on Jumia will apply to those customers, and we may change them at any time.

10. Identifying yourself as an affiliate partner

You will not issue any press release or make any other public communication with respect to this Terms & Conditions, your use of the Content, or your participation in the Jumia Affiliate Program. You will not misrepresent or embellish the relationship between us and you, (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Terms & Conditions.

11. Limited License

Subject to the terms of this Terms & Conditions and solely for the limited purposes of advertising Products on, and directing end users to, the Jumia Site in connection with Jumia Affiliate Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content solely on your site. The license set forth in this Section will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Terms & Conditions or any Operational Documentation, or otherwise upon termination of this Terms & Conditions. In addition, we may terminate the license set

forth in this Section in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content and Jumia Trademark with respect to which the license set forth in this Section is terminated or as we may otherwise request from time to time.

12. Reservation of Rights; Submissions

Other than the limited licenses expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Terms & Conditions or otherwise, acquire any ownership interest or rights in or to, Jumia Affiliate Program, Tracking Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates' trademarks and logos (including the Jumia Trademark), and any other intellectual property and technology that we provide or use in connection with Jumia Affiliate Program (including any application program interfaces, software development kits, libraries, sample code, and related materials). If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Terms & Conditions, any Content, or your participation in Jumia Affiliate Program, or if you modify any Content in any way, (collectively, "Your Submission"), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, reformat, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicenses' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

13. Compliance with Laws

In connection with your participation in Jumia Affiliate Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws that govern marketing email.

14. Term and Termination

The term of this Terms & Conditions will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Terms & Conditions at any time, with or without cause, by giving the other party written notice of termination by email. Upon any termination of this Terms & Conditions, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and Jumia Trademark and promptly remove from your site and delete or otherwise destroy all links to Jumia Site, all Jumia Trademark, all other Content, and any other materials provided or made available by or on behalf of us to you under this Terms & Conditions or otherwise in connection with Jumia Affiliate Program. We may

withhold accrued unpaid advertising commissions for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Terms & Conditions, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Terms & Conditions, will survive the termination of this Terms & Conditions. No termination of this Terms & Conditions will relieve either party for any liability for any breach of, or liability accruing under, this Terms & Conditions prior to termination.

15. Relationship of Parties

You and we are independent contractors, and nothing in this Terms & Conditions will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Terms & Conditions, you will be deemed to have taken the action yourself.

16. Limitation of Liability

We will not be liable for indirect, incidental, special, consequential, or exemplary damages (including any loss of revenue, profits, goodwill, use, or data) arising in connection with this Terms & Conditions and the Jumia Affiliate Program, even if we have been advised of the possibility of those damages.

Further, our aggregate liability arising in connection with this Terms & Conditions and the Jumia Affiliate Program will not exceed the total advertising commissions paid or payable to you under this Terms & Conditions in the twelve months immediately preceding the date on which the event giving rise to the most recent claim of liability occurred.

17. Disclaimers

Jumia Affiliate Program, Jumia Site, any products and services offered by Jumia, any tracking links, link formats, operational documentation, content, Jumia domain name, our and our affiliates' trademarks and logos (including the Jumia trademark), and all technology, software, functions, materials, data, images, text, and other information and content provided or used by or on behalf of us or our affiliates or licensors in connection with Jumia Affiliate Program (collectively the "service offerings") are provided "as is." neither we nor any of our affiliates or licensors make any representation or warranty of any kind, whether express, implied, statutory, or otherwise with respect to the service offerings. Except to the extent prohibited by applicable law, we and our affiliates and licensors disclaim all warranties with respect to the service offerings, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing, performance, or trade usage. We may discontinue any service offering, or may change the nature, features, functions, scope, or operation of any service offering, at any time and from time to time. Neither we nor any of our affiliates or licensors warrant that the service offerings will continue to be provided, will function as described, consistently or in any particular manner, or will be uninterrupted, accurate, error free, or free of harmful components. Neither we nor any of our affiliates or licensors will be responsible for (a) any errors, inaccuracies, or service

interruptions, including power outages or system failures; or (b) any unauthorized access to or alteration of, or deletion, destruction, damage, or loss of, your site or any data, images, text, or other information or content. No advice or information obtained by you from us or from any other person or entity or through Jumia Affiliate Program, content, operational documentation, Jumia, or the affiliates.jumia.com site will create any warranty not expressly stated in this Terms & Conditions. further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with (x) any loss of prospective profits or revenue, anticipated sales, goodwill, or other benefits, (y) any investments, expenditures, or commitments by you in connection with this Terms & Conditions or your participation in Jumia Affiliate Program, or (z) any termination of this Terms & Conditions or your participation in Jumia Affiliate Program.

18. Disputes

1. If any dispute arises out of or in connection with this Agreement, it shall be referred to and finally resolved by binding arbitration as set out below, under the authority of an arbitration body in the african country where both Jumia and the affiliate partner are located. If the affiliate partner is not located in one of the african country where Jumia is present, then Jumia will chose an arbitration body of its convenience. The party wishing to commence arbitration shall send a copy of the Request for Arbitration to the other party.
2. The number of arbitrators shall be one. The parties to the arbitration shall seek to agree on a sole arbitrator to be nominated. The arbitration proceedings shall be conducted in the English language and the award shall be in English.
3. The tribunal shall have power to make such directions and any provisional, interim or partial award as it considers just and desirable. Judgment upon the award rendered by the tribunal may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration award shall be final and binding on the parties.