

TERMS & CONDITIONS APPLICABLE TO ZIINA CARD.

Capitalised terms used in these Card Terms and Conditions have the meanings given to them in the definitions section at clause 1 below. Capitalised terms which are used, but not defined in these Card Terms shall have the meaning given to them in Ziina's general terms and conditions, available at www.ziina.com/terms ("**Ziina's General Terms and Conditions**").

By clicking "**Activate your card**" in the App, you acknowledge that you have read, understood, and agreed to be bound by these Card Terms, as amended from time to time. If you are using the App on behalf of a Business Entity, you warrant personally that you are authorized and have the authority to bind that Business Entity to the Card Terms.

These Card Terms shall be supplementary to and read with the Ziina's General Terms and Conditions and form part of the Agreement. Any terms, conditions, or obligations under the Ziina's General Terms and Conditions that are not specifically addressed or modified by these Card Terms, including without limitation, warranty disclaimers, indemnities and limitations of liability, shall continue to apply and be governed by the Ziina's General Terms and Conditions (as applicable). In the event there is a discrepancy, conflict or inconsistency between: (i) disclosures, definitions or other statements contained in any materials relating to the Ziina Card and these Card Terms, these Card Terms shall prevail, govern and control; and (ii) between the provisions of these Card Terms and the provisions of any other part of the Ziina's General Terms and Conditions, the provisions of these Card Terms shall prevail, govern and control and, in either case, the discrepancy will be resolved in Ziina's sole and absolute discretion considering the specific case.

1. Definitions.

"**AED**" means Arab Emirates Dirham, the lawful currency of the United Arab Emirates.

"**AML Provisions**" means all dispositions related or relevant in terms of Anti-Money Laundering and Countering the Financing of Terrorism issued by the Central Bank of the UAE, as well as any other standard practice applicable.

"**Applicable Law**" means any applicable law (including but not limited to any laws and regulations issued by the CBUAE or any other regulator of the UAE), regulation, ordinance, rule, decree, voluntary code, directive, sanction regime, judgment or court order issued by a court having jurisdiction in the UAE, agreement between us and any government and regulatory authority, or agreement or treaty between government and regulatory authorities (in each case, whether local, foreign or international).

"**Cardholder**" means the User that maintains a Ziina Wallet and that has been offered and accepted a Ziina Card to whom a Ziina Card has been issued.

"**Card Scheme**" means VISA, Mastercard or another payment scheme provider applicable to the Ziina Card.

"**Card Scheme Rules**" means the operating rules of a Card Scheme Provider from time to time.

"**Card Terms**" means the terms and conditions described in this document and ruling the Ziina Card.

"**Foreign Transactions**" means any operation involving the Ziina Card that takes place in a different currency than AED.

"**Funds**" means any value stored in your Wallet and issued by Ziina in terms of the applicable regulation.

"**Loss**" means claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description.

“Merchant” means a provider of goods and/or services who accepts a Ziina Card as a payment method, either in person or through electronic commerce (e.g. by phone or online).

“Mobile Phone” means the technological device you use to access mobile applications that allow you to use the services provided by Ziina. This includes, but is not limited to, smartphones or tablets with the technical capacity to install, run, and update the App and interact with its features securely and effectively.

“Operation” means all transactions that you can carry out, order, authorize, or execute through the App under the terms of this Agreement, as well as transactions made using your Ziina Card, charged to the Funds you hold in your Wallet under the terms of these terms and conditions.

“PIN” means the Personal Identification Number.

“POS” means Point Of Sale.

“Provider” means any third party that provides a service to Ziina regarding but not limited to the issuance of a Ziina Card, tokenisation, wallet integration or in processing transactions relating to a Ziina Card or the Security Credentials.

“Security Credentials” means your PIN, password, memorable information and any other information relating to the security of your Ziina Card or/and your Account held in your Mobile Phone.

“VISA rate” or **“Fx Rate”** means, the conversion rate between currencies that will be applied between the currency of the transaction made and the currency in which the store value funds are held in the Ziina Wallet. This will only be applicable in case Foreign Transactions.

“Wallet Balance” means the amount of unspent Funds available on your Ziina Wallet to pay transactions and/or any other associated costs or charges.

“You” means (i) the person in whose name a Ziina Card is issued, (ii) the applicant for a Ziina Card or (iii) in the case of a Business Entity, the Business Entity or its representatives and/or delegates who engage with Ziina in relation to a Ziina Card.

“Ziina” means Ziina Payment, LLC.

“Ziina Card” means the stored value card issued by Ziina, with which the Cardholder can dispose of their Stored Value funds held in their Ziina Account;

“Ziina General Terms and Conditions” (also referred as **“Agreement”**) means the terms and conditions of the Ziina Wallet, which you can find at www.ziina.com.

“Ziina Wallet” (also referred as **“Account”**) means a digital wallet maintained by Ziina on behalf of a User on the App, linked to the User’s Account.

1. The Ziina Card.

2.1. Activation of your Ziina Card. You acknowledge and agree that, in case Ziina offers you a Ziina Card, you will have available the option *“Activate your card”* on your App. Once you select the *“Activate your card”* option you will accept this Card Terms and your Ziina Card will be issued, activated and available in your App. Ziina has the sole discretion as to whether to issue a Ziina Card to you and may withdraw or suspend any Ziina Card at any time, according to the provisions set in these terms and conditions.

2.2. If you are issued a Ziina Card, it will be linked to your Funds held into your Ziina Wallet and may be used everywhere that Visa is accepted.

2.3. Digital and Physical Ziina Cards. The Ziina Card is a digital card you can use for online purchases and at any Merchant POS that accepts NFC payments. Ziina may later offer you a physical card, which will also be governed by these terms and conditions. Except for the provided in point 2.15 of these terms and conditions, you acknowledge and agree that the Ziina Card will be issued under the name of the cardholder only and should not be used by any other person other than the Cardholder.

2.4. A Ziina Card will expire on the expiry date stated in the card details section of the App. On that expiry date, the relevant Ziina Card will cease to function and you will not be entitled to use that Ziina Card. We will issue a new Ziina Card to you shortly before expiry of the previous Ziina Card, provided that you remain eligible to receive a Ziina Card. The new Ziina Card shall contain a new expiry date.

2.5. The issuer and provider of your Ziina Card is Ziina. A Ziina Card is made available to you by Ziina, which is licensed and regulated by the Central Bank of the United Arab Emirates as a Store Value Facility.

2.6. Your Ziina Card may be used for transactions worldwide wherever you see the Visa logo, excluding transactions with Merchants who do not accept prepaid cards and provided always that there are sufficient funds in your Ziina Wallet to cover the transaction cost and any applicable fees and charges, if applicable.

2.7. You acknowledge and agree that, in case Ziina offers you a physical Ziina Card and you activate it, your PIN will serve as your digital consent for any transaction you make through a Merchant's POS.

2.8. Any transaction using your Ziina Card will be completed using the available Funds held in your Ziina Wallet. If a transaction is attempted the value of which exceeds the Wallet Balance, the transaction will usually be declined. If, however, the transaction is completed and results in a negative Wallet Balance the provisions of clause 2.8.1. shall apply.

2.8.1. Your Ziina Wallet may sometimes show a negative balance if you've spent more than the available Funds (including expenses made through your Ziina Card) or if fees, chargebacks, or other charges are applied to your Account and you do not have enough Funds to cover it. When this happens, Ziina will temporarily cover the difference, but you'll need to repay the amount. The overdraft will appear clearly as a negative balance in your Wallet, and any incoming Funds may be used to automatically offset it.

2.9. If a transaction is completed using a Ziina Card and that transaction is subsequently refunded, the funds equivalent to that refund will be placed on the relevant Account and shown as a "bonification" to your Ziina Wallet only once the actual funds relating to that refund have been (i) received by Ziina and (ii) reconciled to your account, which may take up to 14 Business Days.

2.10. If you use your Ziina Card as a guarantee of payment, in circumstances where a Merchant places a temporary hold on your Ziina Card for estimated amounts or for future payments, Ziina shall not be liable or in any way responsible if the relevant transaction fails due to insufficient funds being available on your Wallet. You are solely responsible for ensuring that your Wallet Balance is sufficient to fully cover the relevant amounts at (i) the time a hold is placed (if applicable) and (ii) when the final charge or other future payment is applied.

2.11. **Restricted Operations.** You agree not to receive or use your Funds or Ziina Card to perform the following Operations: (i) conducting transactions at physical or virtual gambling establishments; (ii) paying for any goods or services that violate legal or administrative provisions, public morals, constitutes falsification, Intellectual Property infringement or in-decency; (iii) paying for goods or services that promote or involve sexual content featuring individuals under 18 years of age, including pedophilia, pornography, or depictions (real or simulated) of nude minors; (iv) transactions that promote, facilitate, or involve any kind of violence, discrimination, prostitution, money laundering, terrorism or its financing, or the trafficking or production of weapons, people, animals, illegal substances, or any other unlawful

activities; (v) any transaction or Operation related to high risks industries and activities, at discretion of Ziina's internal risk policies; (vi) the provision of financial services to any third parties as well as any payment or transaction in connection to your Account, App, Platform and/or Services that contradicts the nature of the product or Services you have contracted with Ziina and/or violates the Applicable Law, other applicable regulations, Ziina's internal risk appetite or any clause in these terms and conditions.

2.12. If You breach clause 2.11, Ziina reserves the right to immediately suspend or terminate (i) your access to the Ziina Card and/or (ii) your Ziina Wallet. In addition, Ziina may pursue any other remedies available under applicable law, including but not limited to initiating recovery actions (if applicable), or restricting access to related services. You acknowledge that such actions may be taken without prior notice, to the extent permitted by law.

2.13. Ziina may refuse to carry out a payment instruction in relation to a Ziina Card where:

- (a) we reasonably suspect that a Ziina Card is being used in a fraudulent, unauthorised or grossly negligent manner or in a manner which does not comply with these terms and conditions;
- (b) the Wallet Balance is insufficient or the relevant transaction would breach any limits imposed on your Ziina Card or Ziina Wallet;
- (c) we are concerned about the security of your Ziina Card or Ziina Wallet;
- (d) we believe, acting reasonably, that the transaction in question could put Ziina in breach of any law or regulation or expose Ziina to action by any regulatory authority;
- (e) our security requirements and processes require you to provide further information or verification.

2.14. We reserve the right to offer the Ziina Card to the Customers discretionally.

2.15. **Card Schemes.** Ziina is subject to the Card Scheme Rules imposed on us as a condition of our right to use the card scheme. You hereby agree and recognize that in case that the Card Scheme Provider asks Ziina to terminate your Ziina Card, Ziina shall have the discretionary right to terminate either your Ziina Card and/or your Ziina Wallet.

2.16. **In case you are a Business Entity.** Notwithstanding the aforementioned, you acknowledge and agree that, if Ziina enables your Business Account to activate multiple Ziina Cards linked to your Ziina Wallet, you are solely responsible for ensuring that each Cardholder complies with these terms and conditions. To avoid doubts, you shall be liable for any breach of these terms and conditions by any Cardholder, as if such breach had been committed by you.

2.17. **Your Main Obligations.** The following shall be your main obligations: (i) Not to misuse your Ziina Wallet and/or the Ziina Card that may be provided to you by Ziina, in accordance with these terms and conditions and the Ziina General Terms and Conditions; (ii) To keep your registration and contact information, especially your mobile phone number and email address, updated with Ziina through the App; (iii) To notify Ziina through its customer support channels before making any unusual transfers or payments, in order to avoid any preventive security blocks; (iv) To always keep the App updated on your Mobile Phone that meets the minimum requirements to use and update the App when necessary; (v) To keep your Mobile Phone in a secure location and protect your PIN and passwords, never revealing them or allowing others to use them; (vi) To carefully review your available Funds and transactions before making any movement and/or Operation through your Ziina Card or your Ziina Wallet; (vii) To notify Ziina immediately if you notice any suspicious or unrecognized movement or Operation in your Ziina Wallet, and; (viii) To read our Privacy Notice, available at www.ziina.com.

3. Ziina Card Account Statements.

3.1 Ziina informs you that the Ziina Card functions as a mean of disposition to access and use the Funds held in your Ziina Wallet. Therefore, the account statement you receive in accordance with the Ziina General Terms and Conditions will include a detailed record of all transactions and Operations carried out using your Ziina Card.

4. Transaction Security of your Ziina Ziina Card.

4.1. **Security Procedures.** For your own safety, you must keep your Mobile Phone and Security Credentials in a secure location and apply access restrictions to the App. It is your responsibility to protect your passwords and PIN for accessing the App, never disclose them or allow third parties to use them. You must also immediately report the loss, theft or misuse of your Security Credentials, Mobile Phone or Ziina Card immediately through our customer support channels.

4.2. **Security Credentials.** If your Security Credentials or Mobile Phone is lost or stolen and you fail to report it to Ziina, you release Ziina from any responsibility for unauthorized access to your Ziina Card data and usage, Account, email, App, and Mobile Phone, until such incident is resolved.

4.3. **Your PIN.** You can view and manage your PIN through the App. If you enter an incorrect PIN three times in succession within any 24-hour period, your Ziina Card will be blocked until you complete the PIN reset process.

4.4. **Authorization to Ziina.** You hereby authorize Ziina to execute the Operations instructed by you through the App or any other accepted means in terms of these terms and conditions using a Ziina Card or your Security Credentials.

4.5. **Notifications.** Additionally, every Operation you perform will be notified to you via in App notification as well as a text message on your Mobile Phone. If you do not recognize an Operation, you may report it to Ziina in accordance with the Ziina's General Terms and Conditions.

4.6. **Unauthorized transactions, Fraud or Ziina Card stolen.** In case you are victim of a fraud in relation to a Ziina Card, or you suspect it may have occurred, as well as if you have lost or got stolen your Mobile Phone, Security Credentials or have unauthorized transactions or Operations in your Ziina Card, you must notify Ziina immediately by either (i) clicking "Report a Problem" within the App and sending us a message or (ii) contacting us via support@ziina.com. We will freeze your Account and/or Ziina Card and lock all transactions until we are satisfied that the relevant security risk has been removed and authorised account access has been restored. Ziina shall evaluate the situation on a case by case basis to evaluate whether a reimbursement is applicable or not, in the understanding that you shall be liable in full for any Losses on your Ziina Wallet, as well as any Losses that Ziina may incur in connection with your acts or omissions arising from the settlement of the chargeback according to the Card Scheme Rules and the Applicable Law.

4.7. **Ziina preventive measures.** If we identify any security threat, actual/suspected fraud or any other irregularity in respect of a Ziina Card, we may place a stop on your Account and/or your Ziina Card until Ziina is satisfied that it is safe to remove the stop.

4.8. Your preventive measures. If your Ziina Card or Security Credentials have, or may have been, misappropriated or compromised, you can freeze a Ziina Card and request a replacement Ziina Card through the App. You must also contact us without delay by either (i) clicking “Report a Problem” in the App or (ii) emailing support@ziina.com.

5. Fees and Charges.

5.1. Ziina informs you that the Ziina Card carries no fees or charges imposed by Ziina for its acceptance, usage or termination. However, please note that third-party service providers (such as Merchants, acquirers, card schemes or ATM operators) may apply their own fees when you use their services. Such third-party fees, although not originated by Ziina, will be reflected in your account statement for transparency purposes.

5.2 Your Ziina Card operates based on AED only and any transaction, including a refund, which is denominated in a currency other than AED will be reflected on your Account in AED, having been converted to AED at the applicable Visa Rate. The Visa Rate and exchange rates generally can fluctuate and may change between the time you authorise a transaction and the time it is deducted from your Wallet Balance. Ziina shall not be responsible for any Losses incurred by you in connection with the conversion of a non-AED currency into AED or any fluctuation in exchange rates or the Visa Rate. You can consult our existing fees at <https://ziina.com/fees>.

6. Stopping a Payment, Freezing and Reissuing a Ziina Card.

6.1 You agree and understand that (i) you do not have the right to withdraw, revoke or stop any payment transaction originated with your Ziina Card and (ii) Ziina cannot stop a transaction once it has been authorized. However, in the event of a lost, stolen, or misplaced Ziina Card, or you otherwise want to prevent future transactions on a Ziina Card connected to your Account, you may freeze your Ziina Card using the “Freeze Card” feature through the App. Use of this feature will not prevent processing of pending transactions initiated prior to freezing that Ziina Card. In the event the relevant card is found, or you otherwise want to unfreeze a frozen Ziina Card, you must select the “Unfreeze Card” option through the Platform before your “frozen” Ziina Card can be used for transactions.

6.2. The relevant Ziina Account holder is responsible for preventing unauthorized freezing and unfreezing activity relating to a Ziina Card linked to their Ziina Account.

6.3 You are entitled to request the cancellation and re-issuance of your Ziina Card at any time. However, Ziina notifies you that such requests may be made up to a maximum of five (5) times per calendar day. Requests exceeding this limit will not be processed until the following calendar day.

7. Refunds.

7.1. If you receive a refund in respect of goods or services purchased using a Ziina Card, the relevant amount will be added to the Funds in your Ziina Wallet. If the refund is in a currency other than AED, the relevant amount will be converted to AED using the applicable Visa Rate on the date the refund is processed.

8. Representations and warranties.

8.1. By activating or using a Ziina Card you represent and warrant to Ziina that:

- (a) All information provided to Ziina about you is true, complete and accurate in all material respects;
- (b) You are not bankrupt, insolvent or in financial difficulty;
- (c) You have carefully reviewed and understand all information provided by Ziina relating to your Ziina Card, including these Card Terms and the rest of the Agreement;
- (d) If representing a Business Entity in relation to a Ziina Card:
 - a. You are duly authorized to represent and bind that Business Entity;
 - b. The Business Entity is duly licensed and authorised to conduct business;
 - c. The obligations assumed by the Business Entity under the Agreement (including these Card Terms) are legal, valid and binding on the Business Entity and do not breach any law, regulation or contract which is binding on the Business Entity.

9. Disclaimers.

9.1 Ziina disclaims all express or implied warranties in relation to any Ziina Card. Except as otherwise set forth herein or required by applicable law, Ziina is not responsible if a Ziina Card is lost, stolen, destroyed, or used without your permission or for any transactions completed using a Ziina Card.

9.2 Ziina may at any time and without notice, review any transaction, Ziina Card and/or its usage and transaction history. Such reviews may result in the following actions being taken without notice:

- (a) delayed, blocked or cancelled transactions;
- (b) payments being held by us or relevant third parties;
- (c) Account or Ziina Card limitations or holds being imposed; and/or
- (d) Account termination or Ziina Card cancellation.

You agree to promptly provide any additional information or documentation requested by Ziina in connection with any such review.

9.3 Ziina may, among other reasons, take the actions listed at clause 10.2 above, if you knowingly or unknowingly were a participant in a payment that was made using a stolen Ziina Card or a compromised Ziina Account.

9.4 Ziina is not responsible to you for any Loss associated with:

- (a) Your failure to provide complete and accurate information and/or clear instructions;
- (b) Events beyond Ziina's control;
- (c) Any system failure;
- (d) Any Merchant refusing or failing to accept the Ziina Card;
- (e) Any dispute between you and the supplier of any goods or services you have acquired or wish to acquire;
- (f) Ziina taking or omitting to take any action as required by law, regulation or Court order;
- (g) Anything else which is specifically limited or excluded elsewhere in these terms and conditions or the Agreement.

9.5. Ziina shall not be liable for any Loss howsoever arising out of or in connection with any event outside Ziina's control including (without limitation) acts of God, war, riots, hostilities, terrorist activity,

local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.

9.6. Ziina shall only be liable to you for direct loss which has been finally judicially determined to have been caused by Ziina's fraud, gross negligence or willful misconduct.

9.7. Ziina is not liable for any indirect, incidental, or consequential loss or damage, including loss of profit, however caused, whether foreseeable or not and regardless of whether we have received actual or constructive notice.

9.8. Ziina expressly excludes any liability for loss or damage which may be caused to you: (a) while we are acting in good faith and in compliance with these Card Terms and any applicable law or regulation, or (b) due to you not complying with these Card Terms.

9.9. Unless otherwise required by law, Ziina will not be liable to you in respect of any Loss you or any third party may suffer in connection with the Ziina Card, except where such losses are due to a breach by Ziina of the Card Terms, the Agreement or due to Ziina's gross negligence.

9.10. Nothing in these terms and conditions or the Agreement shall operate as a limit or exclusion of our liability in respect of a duty owed by us to you under applicable law nor shall it exclude or limit liability for (i) death or personal injury due to negligence, (ii) fraud or fraudulent misrepresentation or (iii) any other loss which cannot be excluded or limited under the Applicable Law and these terms and conditions.

9.11. Ziina is not responsible for ensuring that any Merchant or POS terminal will accept the Ziina Card, or for the way in which a Merchant processes a transaction and will not be liable to you for disputes concerning the quality of goods or services purchased on the Ziina Card or any additional fees charged by the operators of these terminals. No claim by you against a third party may be subject to a defence or counterclaim against Ziina.

10. Indemnity.

10.1 You agree to indemnify Ziina for any Loss, howsoever arising, that we suffer or incur as a result of:

- (a) any third party claim brought against us or any Provider in connection with (i) the Ziina Card, (ii) the Services we provide and/or (iii) Ziina acting on your instructions or instructions issued through use of the Ziina Card and/or Security Credentials (as applicable);
- (b) any breach by you of these terms and conditions or the Agreement.

11. Termination.

11.1. You may terminate these Card Terms and your Ziina Card by contacting support@ziina.com to initiate the termination process. Termination will not affect (i) transactions effected prior to termination or (ii) obligations or liabilities which existed prior to termination.

11.2 Ziina may terminate these Card Terms and/or cancel any Ziina Card:

- (c) without notice if we determine that you (i) are no longer eligible for a Ziina Card or (ii) have breached a material provision of the Agreement;
- (d) at any time on reasonable notice; or
- (e) without notice where (i) required by applicable law, regulation, court order or any regulatory authority or (ii) we consider there to be a risk of fraud, money laundering or other criminal activity associated with your Ziina Card or Account.

11.3 Where possible, we will provide reasons for termination or cancellation, following request.

12. General provisions.

12.1. Ziina is entitled to set off any sum of money on or related to a Ziina Card against any amount held by Ziina and owed to you, at any time and without notice.

12.2. Ziina informs you that the Funds held by you in your Ziina Wallet do not constitute a deposit and you will not generate interest in your favour.

12.3. If you receive an offer from any Card Scheme Provider or other third party in relation to a Ziina Card or any transaction, Ziina shall not be responsible for your eligibility to take part in or receive any such offer.

12.4. Ziina shall not be liable for any errors, delays, or transaction failures arising from incorrect or incomplete information provided by you. Additionally, you must ensure that your Account has sufficient funds to process any Payments or other transactions initiated using a Ziina Card. Ziina shall not be responsible for any declined transactions, fees, or other Losses or penalties imposed on you by any person due to insufficient funds on your Account.

12.5. The invalidity or unenforceability of any provision, or part thereof, of these Card Terms will not affect the validity or enforceability of any other provision or part thereof. In the event that any provision, or part thereof, of these Card Terms is determined to be invalid or otherwise unenforceable or illegal, the other provisions, or parts thereof, will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Any failure by Ziina to enforce any term of these Card Terms will not constitute a waiver of that term or any other provision of these Card Terms.

12.6. Any contradiction, inconsistency regarding the Ziina Card and these terms and conditions shall be addressed taking into account the described in Ziina's General Terms and Conditions. Moreover, in the event of any conflict between these terms and conditions and the Ziina's General Terms and Conditions the Ziina's General Terms and Conditions shall prevail.

12.7. All issues and questions concerning the validity, interpretation and enforceability of these Card Terms, or the rights and obligations of any person in connection with a Ziina Card, shall be governed by the Ziina's General Terms and Conditions.