

Tap to Phone (Tap to Pay): Supplemental Terms & Conditions (“Supplemental Terms”)

Capitalised terms used in these Supplemental Terms have the meaning given to them in the definitions section at clause 1 below or, if not defined in these Supplemental Terms, the meaning given to them in Ziina’s general terms and conditions (available at <https://ziina.com/terms>) (“General Terms”).

For the purposes of these Supplemental Terms, references to “Tap to Phone” refer to the service marketed by Ziina as “Tap to Pay” on its website and within the Platform.

These Supplemental Terms form part of the Agreement and apply to all Business Users who use the Tap to Phone service. These Supplemental Terms should be read together with Ziina’s General Terms and Conditions. By using or continuing to use the Tap to Phone service, you agree to comply with these Supplemental Terms, as amended from time to time.

If you are using the Platform on behalf of a Business Entity, you personally represent and warrant that you are duly authorised to act on behalf of, and have the authority to bind, that Business Entity to these Supplemental Terms.

1. Definitions

Terms defined in the General Terms shall have the same meaning when used in these Supplemental Terms unless otherwise defined below.

“POS Device” means the mobile telephone or other device being used on behalf of the Business User to access Tap to Phone.

2. Use of POS Device only within the UAE

2.1 The Business User agrees that:

- (a) It shall not use or permit use of any relevant POS Device or Tap to Phone to facilitate payments outside the UAE;
- (b) It shall only use and permit use of any relevant POS Device to accept in person payments at its place of business from time to time or such other location, in each case in the UAE, as may be expressly permitted by Ziina;
- (c) It shall not relocate or permit relocation of any POS Device outside the UAE;
- (d) It shall not alter, adjust or in any manner tamper with any POS Device save as expressly authorised or instructed by Ziina;
- (e) It shall ensure that only its authorized personnel can access the POS Device;
- (f) It shall not instal any third-party applications on the POS Device unless explicitly authorised by Ziina;
- (g) It shall not use, enable or allow use of a Virtual Private Network (VPN) or any other application that allows users to (i) send and receive data across shared or public

networks and/or (ii) circumvent or attempt to circumvent the restrictions set out in these Supplemental Terms.

2.2 Any obligation on the Business User under these Supplemental Terms and the Agreement includes an obligation on the Business to procure that each of its directors, officers, employees, workers, agents, contractors and other persons acting on its behalf complies with that obligation. The Business User is responsible for each act and omission of any such person as if it were an act or omission of the Business User itself.

3. General

3.1 In the event there is a discrepancy or inconsistency between:

- (a) disclosures or other statements contained in any materials or information issued by Ziina in relation to Tap to Phone and these Supplemental Terms, these Supplemental Terms shall prevail, govern and control; and
- (b) the provisions of these Supplemental Terms and the provisions of the General Terms, the provisions of these Supplemental Terms shall prevail, govern and control and, in either case, the discrepancy will be resolved in Ziina's sole and absolute discretion.

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