

Ziina Paid Plan: Terms & Conditions

Effective: 5th January 2026

These terms and conditions apply to Ziina's Paid Plan and related packages, so please read them carefully. By subscribing to a Paid Plan through the App, you will be accepting the Paid Plan Terms and agreeing to be bound by them.

1. Definitions

Terms defined in the General Terms shall have the same meaning when used in the Paid Plan Terms unless otherwise defined below.

- **"Benefit(s)"** means the benefits, offers, services, and premium offerings that are available from Providers through the relevant package under a Paid Plan from time to time;
- **"Benefits Period"** means the period during which Benefits are allocated and may be redeemed, as notified to you through the App for each Benefit;
- **"Billing Period"** means the period that corresponds to the billing frequency of your Paid Plan (e.g., monthly, quarterly or annually), beginning on the calendar day on which your Paid Plan is activated or, if applicable, renewed, and ending the day immediately prior to the next scheduled billing date for that billing frequency;
- **"Control"** means the possession by a person or body, directly or indirectly of the power to direct or cause the direction of management, policies or affairs (whether through the exercise of voting shares, by contract or otherwise), and "Controlled" shall be interpreted accordingly;
- **"General Terms"** means Ziina's general terms and conditions (available at ziina.com/terms);
- **"Group"** means (i) Ziina and (ii) any company or person under common Control with Ziina, and **"member of the Group"** shall be construed accordingly;
- **"Paid Plan"** means the paid subscription plans offered by Ziina from time to time, which allow you to access the Benefits for the Paid Plan package you select;
- **"Paid Plan Fee(s)"** means the fees payable to Ziina for access to a Paid Plan;
- **"Paid Plan Terms"** means (i) these paid plan terms and (ii) the Paid Plan package specifics notified to you through the App (in each case as supplemented, amended, and/or restated from time to time);
- **"Provider"** means the provider of any Benefit from time to time;
- **"Provider Terms and Conditions"** means the terms and conditions of the relevant Provider in relation to the relevant Benefit/s; and
- **"Ziina Wallet"** means a digital wallet maintained by Ziina on the Platform on your behalf, linked to your Account.

2. About Ziina Paid Plan

Ziina's Paid Plan is a subscription offering that gives you access to the Benefits available for the Paid Plan package you select, as stated in the App for the relevant Paid Plan. The Paid Plans are not financial services or other regulated financial products or services. Your Ziina Wallet or other financial services provided by Ziina remain subject to Ziina's licences and to the applicable Central Bank of the UAE regulations.

3. Plans

- a. Paid Plan packages are charged on a recurring Billing Period basis, and currently include (i) a monthly subscription with a 1-month commitment ("**Monthly Plan**") or (ii) an annual ongoing subscription with a 12-month commitment ("**Annual Plan**"), in each case subject to the Paid Plan Terms. For avoidance of doubt, the Monthly Plan is billed on a monthly basis, and the Annual Plan is billed once every 12 months. The Paid Plan Fee for the Monthly Plan and Annual Plan is available at ziina.com/fees. Ziina may offer one or more Paid Plan packages, each with its own Benefits as communicated in the App.
- b. If you have a Monthly Plan, you can switch to an Annual Plan through the App at any time— in such cases, the change in Paid Plan will take effect at the end of the then current Billing Period, which has been paid for under the Monthly Plan.

4. Eligibility and Rules

- a. To be eligible for access to a Paid Plan, you must have and maintain an existing and valid Account throughout the term of your subscription to a Paid Plan.
- b. Access to any Paid Plan, including any information pertaining to it, is strictly personal to you. You must not: (i) redeem any Benefit on behalf of another person, (ii) sell or charge others for the right to use your Paid Plan or any Benefit, (iii) transfer your Paid Plan to another person or (iv) commercially exploit any Benefit.
- c. If, for any reason, you avail of any Benefit which is outside the Benefits to which you are entitled under your selected Paid Plan package, Ziina may:
 - a. Suspend, restrict, or terminate access to the Paid Plan or any part thereof; and/or
 - b. Charge an amount equivalent to the cost of any such Benefit/s to your Ziina Wallet.

5. Fees and Payment

- a. Ziina will charge the Paid Plan Fees in accordance with the Paid Plan package and related billing frequency you select through the App. The applicable Paid Plan Fees and related payment terms will be specified at ziina.com/fees.
- b. The Paid Plan Fee will be deducted from your Ziina Wallet at the frequency and on the dates stated in the App. By signing up for a Paid Plan, you agree to and authorise Ziina to collect the applicable Paid Plan Fees, without the need for any notice to or additional consent from you.
- c. You will be required to provide an additional method of payment, such as credit or debit card or linking your bank account, (each an "**Alternative Method**") to allow: (i) you to top up your Wallet using that Alternative Method and/or (ii) Ziina to top up your Wallet and settle any Paid Plan Fees which are not covered by the balance on your Ziina Wallet at the relevant time. By adding an Alternative Method, you authorise Ziina to charge the relevant card or other payment method in order to top up your Ziina Wallet to a balance that is sufficient to settle all Paid Plan

Fees due. Ziina has the sole discretion to accept or reject any Alternative Methods. If you add funds to your Ziina Wallet or add a payment card or linked bank account in order to top up your Ziina Wallet or settle amounts due to Ziina, including Paid Plan Fees, you will be agreeing to and accepting Ziina's Top Up Terms, available at <https://ziina.com/bank-deposit-terms> ("Top Up Terms").

- d. If at any time, there are insufficient funds on your Ziina Wallet to settle any Paid Plan Fees which are then due, you authorise Ziina to initiate a top up to your Ziina Wallet using your Alternative Method and apply the relevant Ziina Wallet balance to settle the relevant Paid Plan Fees without further notice to or approval from you. If there is no Alternative Method or it is not functioning or available, Ziina may request that you top up your Ziina Wallet using other methods with sufficient funds to meet the Paid Plan Fees, which are due. If at any time your Paid Plan Fees have not been paid when due, Ziina may, without further notice, terminate or suspend your access to the Paid Plan and/or any Benefit. For the avoidance of doubt, you shall remain liable for any due but unpaid Paid Plan Fees, irrespective of whether your access to a Paid Plan has been suspended or terminated.
- e. Additional transaction fees (such as credit card or debit card fees) may be applied by your bank or other intermediaries involved in the payment process in relation to: (i) payments to your Ziina Wallet or (ii) payment of Paid Plan Fees, depending on the payment method used and/or the relevant financial institution. In addition, Ziina may apply fees in connection with your Ziina Wallet top ups in accordance with the Top Up Terms, which will be disclosed to you prior to completion of the relevant top up. Any and all such transaction fees and top-up related fees shall be borne by you. Ziina has no responsibility or control over any fees charged by third parties.
- f. You shall be responsible for ensuring that you have sufficient funds available in your Ziina Wallet or, if applicable, via your Alternative Method, to settle the applicable Paid Plan Fees as and when they fall due.
- g. Any change to the Paid Plan Fees associated with your Paid Plan will be sent to the email account associated with your Account no less than 60 calendar days in advance of such changes becoming effective. If you do not agree to the revised Paid Plan Fees, you may cancel your Paid Plan in accordance with (i) clause 7(b) for Monthly Plans and (ii) clause 7(d) for Annual Plans, at any time before the date on which the changes are effective. For Monthly Plans, the updated Paid Plan Fees will apply after the expiry of the 60-day notice period. For Annual Plans, the updated Paid Plan Fees will apply only from the start of the next annual Billing Period and will not apply during the current Billing Period. Any renewal will take place at the effective Paid Plan Fees at the time of renewal.
- h. It is your responsibility to review and make use of the Benefits – Ziina will not provide any refund or discount of Paid Plan Fees if you fail to avail any/all Benefits.

6. Benefits

- a. Details of the Benefits and any special terms relating to them will be presented to you when you select the particular Benefit through the App.

- b. Users on Monthly Plans will receive the Benefits available under their Paid Plan package for each Benefits Period applicable to that Monthly Plan, as determined at the time the Monthly Plan is initially activated, or upon each renewal. Entitlement to Benefits under a Monthly Plan may change from one Benefits Period to the next. Users on Annual Plans will receive the Benefits available under their Paid Plan package for each Benefits Period during the year. Entitlement to Benefits available under an Annual Plan may change during the course of the year and will apply according to the Benefits Period in which they are allocated. Unused Benefits will expire at the end of the applicable Benefits Period and will not roll over, accumulate, or carry forward.
- c. For the avoidance of doubt, the Billing Period and the Benefits Period may operate independently. Benefits may be allocated or made available for redemption on a cycle that does not coincide with your Billing Period and may be activated prior to or following your relevant Billing Period at Ziina's discretion. Any dates or frequency references relating to Benefits Periods are indicative only and may be varied, deferred, or adjusted by Ziina to reflect operational, system, or technical requirements.
- d. Ziina reserves the right, at its sole discretion, to add new Benefits, or withdraw, amend, substitute, or replace any existing Benefit in relation to any or all Paid Plan packages. Listing of a Benefit on the App or Ziina's website is not a guarantee that any particular Provider or Benefit will always be available. The continued participation of any Provider or availability of any Benefit is not guaranteed. Providers and related Benefits may be changed, replaced, or removed from the Paid Plan/s at any time. Changes to the Benefits or Providers after the date on which you sign up to a Paid Plan will not entitle you to a refund of any Paid Plan Fees paid. For the avoidance of doubt, amendments may include (without limitation) changes to the quantity or frequency of a Benefit, changes to the category or type of product or service offered, redemption method, usage conditions, validity periods, or other limitations or modifications to how a Benefit is redeemed or enjoyed.
- e. Certain Benefits may be made temporarily or permanently unavailable, suspended, or restricted due to the Provider's own circumstances (including technical issues, operational constraints, or regulatory requirements). While Ziina will make reasonable efforts to notify you in such cases, Ziina is not obliged to notify you, and neither Ziina nor any member of the Group will be responsible for the unavailability of any Benefit.
- f. Each Benefit is provided by the relevant Provider, and neither Ziina nor any member of the Group acts as an agent or representative of any Provider. No warranty, guarantee, or representation is given or made by Ziina under the Paid Plan Terms or otherwise as to the conduct, performance, quality, qualification, legality, or suitability of any Benefit or Provider. You are solely responsible for the Benefits you avail and with which Providers.
- g. In order to avail a Benefit which is available on your Paid Plan package, you may be required to accept the applicable Provider Terms and Conditions, which relate to a contractual relationship directly between you and the Provider. You acknowledge and agree that neither Ziina nor any member of the Group is a party to any Provider Terms and Conditions, and shall not be responsible for: (i) performing the obligations of the Provider under any such Provider Terms and Conditions (ii) for any issues with any Benefit sought or received (iii) your performance or non-performance of any obligations owed by you to any Provider, including where a Provider restricts, suspends or terminates your access to its platform or takes any legal or enforcement

action against you as a result of your acts or omissions and/or (iv) any dispute between you and any Provider. Your acceptance of the Provider Terms and Conditions may be a material condition to avail of any Benefits. For the avoidance of doubt, in the event of a conflict between the Paid Plan Terms and any Provider Terms and Conditions, the Paid Plan Terms will prevail.

- h. You are solely responsible for all of your communications and interactions with the Providers and with other persons with whom you communicate or interact as a result of your use of the Benefits. You acknowledge and agree that you may be introduced to a third party (including Providers) that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties (including Providers) encountered in connection with the Benefits. While availing a Benefit, you should use your best judgment and exercise caution where appropriate.
- i. By availing any Benefit, you acknowledge and agree to ensure that your use of such Benefit will at all times comply with all applicable laws, rules, and/or regulations, as may be amended from time to time. You further acknowledge and agree that you will not use any Benefit for any purpose that is unlawful or prohibited under applicable laws, rules, and/or regulations. Ziina shall have no liability in relation to any misuse or unlawful use of a Paid Plan or any related Benefit.

7. Term, Renewal, and Cancellation

Monthly Plans

- a. If you subscribe to a Monthly Plan, your Paid Plan will continue from Billing Period to Billing Period from the day you sign up until the last day of the then-current Billing Period in which you request cancellation. The Paid Plan Fee will be automatically charged in accordance with clause 5 above, unless and until you cancel your Paid Plan in accordance with clause 7(b). For Monthly Plans, billing will occur on the same calendar day each month. If a particular month does not include that calendar day, billing will occur on the last day of that month. In non-leap years, any billing date that would otherwise fall on 29 February will occur on 28 February.
- b. **You may cancel your Paid Plan through the App at any time before the start of the next monthly billing cycle. If you do not cancel your Paid Plan in accordance with this clause 7(b), Paid Plan Fees shall continue to accrue and be charged in accordance with the Paid Plan Terms at the effective rates at the time of renewal. For the avoidance of doubt, no refund (including any pro rata refund) shall be due in relation to the Monthly Plan, regardless of the date of cancellation.**

Annual Plans

- c. If you subscribe to an Annual Plan, your Paid Plan will remain valid for 12 months from the date of payment (the “**Period**”). The applicable Paid Plan Fees shall be charged in accordance with clause 5 above. **Unless cancelled before the end of the Period, your Paid Plan will automatically renew for successive 12-month periods** at the effective Paid Plan Fees at the time of renewal. You will be notified of the upcoming renewal of the Paid Plan prior to the end of the Period.

- d. You may cancel your Annual Plan through the App: (i) within 7 calendar days of the Paid Plan start date (“Cancellation Period”) in accordance with 7(e) below; or (ii) at any time before the end of the Period, to avoid renewal. After the Cancellation Period, your Paid Plan is non-refundable for the applicable year, and cancellation will only apply to stop renewal for the next Period.
- e. If you cancel during the Cancellation Period, you will be deemed to have subscribed for 1 month of the Monthly Plan, and you will be charged the effective Paid Plan Fees applicable for Monthly Plans for 1 month (“Monthly Fee”) and will retain access to the Benefits until the end of the Billing Period under that Monthly Plan, after which your access to the Paid Plan and related Benefits will cease. The Annual Paid Plan Fees paid by you at sign up to the Paid Plan will be refunded to your Ziina Wallet, after deduction of the Monthly Fee and any other amounts owed to Ziina by you, subject to clause 8(c) below.

8. Suspension and Termination by Company

- a. Ziina may restrict the availability of the Paid Plan or certain features thereof to conduct maintenance and other measures that Ziina considers necessary to ensure its proper or improved functioning.
- b. Ziina may, at any time and in its sole discretion, either suspend or terminate your access to the Paid Plan and/or your Account if:
 - i. Your Account is suspended or closed;
 - ii. Permitted by the General Terms;
 - iii. Ziina reasonably determines that you have breached the Paid Plan Terms or availed of Benefits in excess of your Paid Plan package’s entitlement;
 - iv. Ziina reasonably determines that you have engaged in or attempted to engage in any fraudulent activity for the purpose of availing the Benefits under a Paid Plan;
 - v. Any act or omission by you in relation to a Paid Plan is deemed by Ziina to be in violation of applicable law, including but not limited to anti-money laundering laws, and/or
 - vi. Ziina reasonably determines that your use (or attempted use) of the Paid Plan or any Benefit is potentially linked to, facilitates, or is reasonably suspected of facilitating any financial crime.
- c. In the event your access to a Paid Plan is terminated in accordance with clause 8(b), Ziina will refund to your Ziina Wallet a pro-rated portion of any prepaid Paid Plan Fees for any period left in your Paid Plan, calculated from the date of termination, unless Ziina reasonably determines that a refund should not be made due to actual or anticipated chargebacks or other liabilities linked to your Account or Paid Plan usage. Ziina may, acting reasonably, withhold or reduce any refund amount to offset actual or anticipated chargebacks, disputes, regulatory holds, or other amounts owed by you, whether arising before or after termination. Your Ziina Wallet may be subject to a freezing, suspension, a hold, or Account limitation in accordance with the General Terms where Ziina suspects there has been fraudulent or unlawful conduct in relation to your Paid Plan, Ziina Wallet, or Account.
- d. For the avoidance of doubt, any suspension or termination of your access to a Paid Plan is without prejudice to, and in addition to, any other rights or remedies available to Ziina under applicable law.

- e. For the avoidance of doubt, any suspension or termination of a Paid Plan, or of your individual access to a Paid Plan under this clause 8, shall result in the removal of your ability to access and use the Benefits with effect from the point at which the suspension or termination becomes effective. If you had booked a Benefit which was to be availed after the date on which your Paid Plan is terminated, but which was within your Paid Plan package at the time of booking, you may avail that Benefit if and to the extent approved by the relevant Provider in accordance with the Provider Terms and Conditions.

9. General

- a. Any complaints or queries relating to a Paid Plan shall be handled in accordance with Ziina's internal complaints process.
- b. You may not assign, transfer, charge, sell, sub-contract or otherwise dispose of any or all of your rights or obligations under the Paid Plan Terms, in whole or in part. Ziina may assign, transfer, charge, sub-contract, or otherwise dispose of any or all of its rights or obligations under the Paid Plan Terms, in whole or in part, to any member of the Group or to any third party, without further notice to or consent from you.
- c. Ziina accepts and assumes no responsibility for: (i) unsuccessful sign-up to a Paid Plan due to a technical fault, technical malfunction, satellite, network or server failure of any kind or (ii) any typographical or other error in a Paid Plan or related onboarding processes, errors in processing onboarding, or (iii) the delivery, quality, timing and fitness for purpose of any Benefit. The decision of Ziina regarding any aspect of a Paid Plan is final and binding.
- d. Ziina reserves the right to amend any Paid Plan (or any part of it) where it becomes necessary to do so. Insofar as is permitted by law, neither Ziina nor any member of the Group will in any circumstances be responsible or liable to compensate any person, accept any liability (whether direct, indirect, special, incidental, exemplary, punitive or consequential) for any loss, damage, personal injury or death arising out of or in connection with any person's participation in a Paid Plan or receipt of any Benefit, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise.
- e. The invalidity or unenforceability of any provision, or part thereof, of the Paid Plan 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 the Paid Plan 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 provision of the Paid Plan Terms will not constitute a waiver of that term or any other provision of the Paid Plan Terms.
- f. Any terms, conditions, or obligations in relation to a Paid Plan that are not specifically addressed by the Paid Plan Terms, including, without limitation, warranty disclaimers, indemnity, and limitations of liability, shall apply and be governed by the General Terms. In the event there is a discrepancy or inconsistency between: (i) disclosures or other statements contained in the Paid Plan-related materials and the Paid Plan Terms, the Paid Plan Terms shall prevail, govern and control; and (ii) the provisions of the Paid Plan Terms and the provisions of the General Terms,

the provisions of the Paid Plan Terms shall prevail, govern and control and, in either case, the discrepancy will be resolved in Ziina's sole and absolute discretion.

- g. Any disputes, issues and questions concerning the validity, interpretation and enforceability of the Paid Plan Terms, or the rights and obligations of you and/or Ziina in connection with a Paid Plan, shall be governed by, and construed in accordance with the laws of Dubai and shall be referred to the Courts of Dubai, which shall have the exclusive authority to settle the same.