

Wallet Top up: Terms & Conditions (“Top Up Terms”)

Effective: 6 January, 2026

Ziina offers a functionality allowing you to add funds to your Ziina Wallet using: (i) a payment card registered with us (“**Card Top Up**”); or (ii) a transfer from a bank account in your name which is linked to your Ziina Wallet (“**Bank Top Up**”), in accordance with these Top Up Terms.

Definitions

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

“**Bank**” means each bank or financial institution with which you hold a bank account which you wish to become, or which is from time to time, a Connected Bank Account;

“**Connected Bank Account(s)**” means each Eligible Bank Account that is connected with your Ziina Wallet;

“**General Terms**” means Ziina’s general terms and conditions (available at <https://ziina.com/terms>);

“**Indemnified Entity**” means each of Ziina, any Intermediary, any relevant processor, bank or financial institution and each of their respective employees and agents;

“**Intermediary**” means any provider, other than Ziina, of services and/or functionality in relation to the Top Up function from time to time;

“**Top Up**” means a transaction to add funds to your Ziina Wallet, whether by Bank Top Up or Card Top Up; and

“**Ziina Wallet**” means a digital wallet maintained by Ziina on behalf of a User on the Platform, linked to the User’s Account.

1. Card Top Ups

1.1. You may use Card Top Ups to add funds to your Ziina Wallet using a payment card registered with us through the App.

1.2. By adding a payment card, you authorize Ziina to securely store the relevant card details via a PCI-compliant third-party service provider. Ziina itself never stores your card details.

1.3 Ziina reserves the right to accept or reject any payment card proposed to be used for adding funds to your Ziina Account.

1.4 Once successfully registered with us, your registered card may be used for:

- a. Manual Card Top-ups: we will charge your registered card for amounts you explicitly request to fund your Ziina Wallet by way of a Card Top Up.
- b. Automatic Card Top-ups: we will automatically charge your registered card to fund your Ziina Wallet, where you have explicitly given us consent to do so (e.g. in relation to a paid plan subscription). Where we have your consent to undertake an automatic Top Up to your Ziina Wallet from your registered card, such top ups will be conducted without

any further authorization or consent from you or notice to you. Any consent of the kind referred to above remains valid until you revoke that consent by deleting the registered card from your account on the App.

2. Bank Top Ups

- 2.1 To add money to your Ziina Wallet by Bank Top Up, you must link your Eligible Bank Account to your Ziina Wallet through the process in the App.
- 2.2 Bank Top Ups are facilitated by an Intermediary and will require you to verify your banking credentials through various means as required by the relevant Bank, which may include one-time passcode verifications, through SMS or email, pin-code verifications, biometrics or other methods. The exact form and type of verification shall depend on the relevant Bank's requirements, over which Ziina has no control.
- 2.3 By requesting Bank Top Ups be enabled, you agree to Ziina sharing with each relevant Intermediary such personal information about you as is required to enable and carry out Bank Top Ups.
- 2.4 After requesting connection of your Eligible Bank Account, a cool-down period may apply. The cool-down period is set by each Bank and Ziina has no control over it. You will not be able to use the Bank Top Up function until the end of the applicable cool-down period.
- 2.5 On completion of the applicable cool-down period, you will be able to top up your Ziina Wallet directly from your Connected Bank Account (subject always to having sufficient funds with the relevant Bank).
- 2.6 Once you have successfully completed the steps to link your Connected Bank Account and any applicable cool-down period has passed, you may be able to use your Connected Bank Account for:
 - a. Manual Bank Top-ups: your Connected Bank Account will be used to fund amounts you explicitly request to fund your Ziina Wallet by way of a Bank Top Up.
 - b. Automatic Bank Top-ups: we will automatically charge your Connected Bank Account to fund your Ziina Wallet, where you have explicitly given us consent to do so (e.g. in relation to a paid plan subscription). Where we have your consent to undertake an automatic Bank Top Up to your Ziina Wallet, such top ups will be conducted without any further authorization or consent from you or notice to you. Any consent of the kind referred to above remains valid until you revoke that consent by cancelling the permission for payments in the app.

3. Fees, limits and refunds

- 3.1 Please note that your bank or other third parties involved in a payment transaction may charge a fee in relation to Top Ups. Any such fee is outside Ziina's control and might reduce the final amount settled to your Ziina Wallet. It is your responsibility to check that the amount received to your Ziina Wallet is sufficient for your requirements and Ziina shall bear no responsibility or liability in relation to any shortfall.
- 3.2 Ziina may charge you a fee when you carry out a Top Up and such fee may change from time to time at Ziina's sole discretion. Any such fee will be specified at Ziina Fees and will always be communicated to you prior to completing the Top Up.

- 3.3 Ziina may at its sole discretion impose limits in relation to your Ziina Wallet, such as the maximum amount that you can add to your Ziina Wallet. These limits are subject to change based on various factors and will be notified to you via the App, where applicable.
- 3.4 You shall not receive interest on or other monies derived from the funds held on your Ziina Wallet even if Ziina receives interest on such funds.
- 3.5 You can only hold funds in your Ziina Wallet for as long as you maintain your Account.

4. Top Ups

- 4.1 Top Ups, whether by Card Top Up or Bank Top Up, are non-refundable.
- 4.2 Subject to clause 4.3 below, the value of any payment to your Ziina Wallet will be recognized and available for use only once Ziina has received cleared funds, allocated those funds to your Ziina Wallet and deducted any Fees due to Ziina in connection with that transaction. You acknowledge and agree that there may be a time delay between (i) a Top Up transaction being initiated and (ii) the relevant amount showing on your Ziina Wallet. Ziina shall not be liable for any delays or losses that may result from this process.
- 4.3 Ziina may (but shall not be obliged to) instantly fund your Ziina Wallet with funds where the Top Up has been initiated, but the relevant funds have not yet been received by Ziina. In such cases, you shall be liable to pay to Ziina and Ziina shall be entitled to (i) deduct from your Account and/or Ziina Wallet without notice and/or (ii) demand for immediate payment of:
- a. the amount of any funds in relation to that transaction which do not reach Ziina; and
 - b. any debit balance on your Ziina Wallet or Account relating to the relevant funds and/or transactions on your Ziina Wallet or Account which have occurred between the transaction being initiated and Ziina becoming aware that the relevant funds have not been received.
- 4.4 If in relation to any top up transaction using the Top Up function:
- a. if Ziina receives a payment failure message in relation to that transaction;
 - b. has not received cleared funds within 24 hours of the transaction being initiated by you,
 - c. Ziina shall designate the transaction as failed. In the unlikely event that Ziina later receives the relevant funds from the relevant bank, Ziina shall return those funds to your Eligible Bank Account as soon as operationally possible.
- 4.5 To protect Ziina and the security of the Platform, Ziina reserves the right at its sole direction to hold or delay any Top Up. When Ziina places a hold on a transaction, the relevant amount shall not be available to you unless and until that hold is released and Ziina shall not be liable for any delays or losses that you may incur as a result of this process.

5. Release and indemnification

- 5.1 You agree to indemnify and hold harmless Ziina from and against any and all Losses which may affect Ziina as a result of (i) your use of the Top Up function or your violation of the Agreement; (ii) any loss of profit, property or business reputation, or other Loss that may arise in relation to your use of the Top Up function; (iii) a third party claim brought against Ziina on the basis of lack of authorization in

relation to any Top Up; (iv) any bugs, viruses, Trojan horses, or the like, which may be transmitted by you to or through the Platform; or (v) any dispute, conflict or disagreement between you and any person other than Ziina in connection with the Top Up function or any other Service.

- 5.2 Without limiting the foregoing or any other provision of the Agreement, you agree to defend, indemnify, and hold harmless each Indemnified Entity from and against any Losses arising out of or relating to (i) a breach by you of any provision of the Agreement, (ii) your use of the Top Up function, including without limitation any Claims, fines, fees, penalties and attorneys' fees; (iii) your, or your employees' or agents', negligence or wilful misconduct; and/or (iv) any and all third-party indemnity obligations which Ziina incurs as a direct or indirect result of any act or omission by you (including indemnification of any Network or card issuer or Intermediary).
- 5.3 To the fullest extent permitted by applicable law and regulation, you hereby release Ziina from any and all Losses, in relation to any dispute directly or indirectly related to any Top Up which may arise between you and: (i) any bank or financial institution, (ii) the Intermediary and/or (iii) any other third party.
- 5.4 You agree that, to the fullest extent permitted by applicable law and regulation, in no event will Ziina be liable or otherwise responsible to you or to any third party for any Losses that may arise from: (i) the failure, interruption or disruption of the Top Up function and/or any related activity between the Intermediary and a bank or financial institution, any related Services or any other service to maintain your access to the Top Up function, regardless of whether the service is provided by Ziina, a bank or financial institution, Intermediary or any other person; (ii) the quality, accuracy, timeliness, reliability, safety, performance of the Top Up function; (iii) the completeness or delays, breach, omissions, or interruptions in the delivery of the Top Up function or any related transaction; (iv) any rejection or invalidation of a transaction by a bank or financial institution or Intermediary; (v) any failure or delay in the execution of any transactions through or related to the Top Up function; (vi) any dispute, conflict or disagreement between you and any Intermediary, bank or financial institution; (vii) your breach of obligations under any relevant bank, financial institution's or Intermediary's terms and conditions; or (viii) any refund, return, loss of profits, loss of reputation (whether incurred directly or indirectly), damage or otherwise that you may incur or suffer related to your use of the Top Up function.
- 5.5 Notwithstanding anything to the contrary, you agree that Ziina shall not be liable to you for any Losses whatsoever arising out of or relating to the Top Up function whether directly or indirectly, except where an alleged error: (i) is in relation to Ziina's delivery of the Top Up function; and (ii) has been raised in accordance with the General Terms. In the event Ziina accepts liability or is found liable for the relevant error, Ziina's liability shall not exceed the aggregate financial amount of the alleged error in question. In no event shall Ziina be liable to you for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply, to the maximum extent permitted by law, regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or extra-contractual liability or otherwise. In the event that any part of this paragraph is held to violate any applicable law, then the parties agree that Ziina's liability shall be excluded and/or limited to the maximum extent permitted by that law.

6. General

- 6.1 You are solely responsible for ensuring that you enter accurate and up-to-date account credentials and payment card details. 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 the bank account or payment card through which a Top Up will occur has sufficient funds to process the relevant Top Up. Ziina shall not be responsible for any declined transactions, overdraft fees, or other losses or penalties imposed by the bank, financial institution or any other third party due to insufficient funds.
- 6.2 The invalidity or unenforceability of any provision, or part thereof, of these Top Up 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 Top Up 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 Top Up Terms will not constitute a waiver of that term or any other provision of these Top Up Terms.
- 6.3 The Top Up Terms shall be supplementary to and read with the General Terms and form part of the Agreement. Any terms, conditions, or obligations under the General Terms that are not specifically addressed or modified by these Top Up Terms, including without limitation, warranty disclaimers, indemnity and limitations of liability, shall continue to apply and be governed by the General Terms (as applicable). In the event there is a discrepancy or inconsistency between: (i) disclosures, definitions or other statements contained in any materials relating to the Top Up function and these Top Up Terms, these Top Up Terms shall prevail, govern and control; and (ii) the provisions of these Top Up Terms and the provisions of the General Terms or Privacy Policy, the provisions of these Top Up Terms shall prevail, govern and control and, in either case, the discrepancy will be resolved in Ziina's sole and absolute discretion.
- 6.4 All issues and questions concerning the validity, interpretation and enforceability of these Top Up Terms, or the rights and obligations of Users and/or Ziina in connection with the Top Up function, shall be governed by, and construed in accordance with the laws of Dubai, United Arab Emirates and shall be referred to the Courts of Dubai, which shall have the exclusive authority to settle the same.