

## TERMS AND CONDITIONS FOR THE PROVISION OF MYZOI SERVICES

### 1. INTRODUCTION

- 1.1 Please read these Terms carefully. They become legally binding when you use the Services. If you disagree with any terms stated here, you must immediately discontinue your use of the Services.
- 1.2 In these Terms, “you” and “your” refer to a person who applies for, uses, or accesses the Services, and “we,” “our,” and “us” refer to myZoi. All capitalised terms found in these Terms, are defined in the definitions section at the end of this document.
- 1.3 These Terms and any amendments made to them will be made available to you at <https://myzoi.com/> and on our Mobile App, it is strongly recommended that you return to this web page or our Mobile App on a regular basis to review the latest version of the Terms. These Terms replace all prior discussions and documents relating to the Services except where we advise you otherwise. You acknowledge the acceptance of receiving these Terms in digital format and voluntarily waive the right to receive a physical copy.

**1.4 We can change these Terms at any time, by providing you with 60 calendar days’ notice via SMS, through a Mobile App notification and/or via such other means as we may determine. Your continued use of the Services signifies your acceptance of our updated Terms.**

- 1.5 Additional terms and conditions may apply when you use the Services via the Mobile App. These additional terms are imposed by the respective Application Marketplace and govern the use of the Mobile App. These additional terms, form part of these Terms by way of reference and will be made available to you when you download the Mobile App.
- 1.6 We may offer other services to you where additional terms and conditions apply. You can find out more about those services by contacting us via the Mobile App, Website, by sending an email to [info@myzoi.life](mailto:info@myzoi.life) or by calling us at our contact support number located on our Mobile App and Website. Where you make a request for information on a specific service offered by us, which relates to fees, conversion rates, and withdrawal charges (if any), we shall provide you with such information within 5 business days of your request.

### 2. COOLING OFF PERIOD

**You have the right to a cooling-off period of 5 business days. The cooling-off period is the period after you successfully register for the Services that allows you to reconsider applying for the Services and to withdraw your registration without suffering any costs, obligations, or inconvenience.**



### **3. YOUR REGISTRATION FOR THE SERVICES**

- 3.1 myZoi is a digital wallet solution that allows you to transfer money held in your Account to other validated myZoi users. The Services are available to customers whose employers have arrangements in place to obtain payroll services from myZoi.
- 3.2 You must be 18 years old or above to use the Services and fully comply with these Terms.
- 3.3 The Mobile App is freely accessible on App stores, however, prior to availing any of the Services to you, you will have to register on the Mobile App and create an Account.
- 3.4 When you register on the Mobile App, a one-time code will be sent to your mobile number. You will need to enter the one-time code for validating your mobile number and provide certain identification information to activate and access your Account. Once activated, you can use your mobile number together with your access password to access the Services.
- 3.5 We may provide you with other methods to access your Account, such as facial recognition or by using your fingerprint, however this will be dependent on the mobile device you are using.
- 3.6 You will also be required to submit certain documents as requested by us in order for us to verify your identity and provide relevant Services to you, including but not limited to your identification card, passport (or other government issued identity proof) and photos. You will also be asked to provide updated versions of these verification documents when they expire.
- 3.7 As allowed by applicable law, we may gather documents and details about you from UAE and other relevant countries' government records for User Verification. When you agree to these Terms, you give us permission to share your information, including biometric data like your photo with the relevant government authorities.
- 3.8 The details and documents we ask for are not the only requirements. We can ask for more documents or information from you or others if we need them to complete our User Verification process. If the differences are not fixed or we cannot complete the User Verification process as needed, we might decline your request to register for the Services. In any event, we have the full authority to decide whether to accept or reject your request to create an Account.
- 3.9 More information about the data and documents we collect, and how we use them, is explained in our Privacy Notice on our Website. If you do not agree with these Terms along with our Privacy Notice, please do not share your information with us. But remember, if you choose not to, we cannot offer you the Services.

### **4. BY REGISTERING AND CREATING AN ACCOUNT, YOU CERTIFY THAT:**

- 4.1 You have created the Account for your own personal use and that the information and documents you provide to us are your details (and not that of any other person);
- 4.2 Any information or documents, including your contact details, that you give us must be truthful, complete, and correct, backed by genuine and valid documents. You agree to keep this information and documents up-to-date and accurate while your Account is active. You can change details by logging into your Account. We might ask for proof to verify the updated details before you can use the Services again;

**4.3 You are responsible for safeguarding the security and confidentiality of your Account and password and you will not share, assign or transfer your Account or reveal your password to any third party or do anything else that might jeopardize the security of your Account; and that you will be solely responsible and liable for all actions/instructions initiated using your Account. Please note that you may be held liable for losses incurred by us or any other user due to authorised or unauthorised use of your Account as a result of your failure in keeping your Account information secure and confidential and/or not promptly notifying us in the event of any breach of security; and**

- 4.4 You understand that we may suspend or terminate your Account or your use of the Services at any time without notice, if we suspect that any information / documents / authorisation that you have provided are untrue, inaccurate, not current, or incomplete, or your Account is no longer within our risk appetite or if you are in breach of any of these Terms.

## 5. FUND TRANSFERS FROM YOUR ACCOUNT

- 5.1 You may submit instruction for a Fund Transfer from your Account to your beneficiary by logging into your Account from the Mobile App. All instructions to make a Fund Transfer from your Account shall be binding on you and cannot be reversed.
- 5.2 Where you effect a Fund Transfer from your Account, you authorise us to debit from the Account the funds to be transferred to the recipient.
- 5.3 You must ensure your Account has sufficient funds for the purpose of giving instructions to us.
- 5.4 If a Fund Transfer is required to be converted from one currency to another, then we will reasonably decide the exchange rate to be used for such conversion. Any rate we impose shall be final and conclusive and you shall bear all exchange risks, loss, commission, and other costs which may be incurred as a result. For the avoidance of doubt, we shall only process the Fund Transfer if you accept the exchange rate offered.
- 5.5 We may set, vary, or cancel limits for any Fund Transfer, whether in monetary or numerical terms or otherwise, and vary the frequencies that such Fund Transfer may be made.

- 5.6 The effecting of the Fund Transfer is subject to the rules and regulations and market practices of the country of payment. We shall not be liable for any loss incurred by you or delay as a result of any rules and regulations or market practices.
- 5.7 The recipient of a Fund Transfer will be notified immediately when a Fund Transfer has been successfully completed and the funds will be available for the recipient's use, however you acknowledge that we cannot guarantee the time at which any recipient will receive the Fund Transfer.
- 5.8 You acknowledge that we may refuse to act on your instruction or block a Fund Transfer and your Account if we consider it reasonable and practicable to do so. For example, we may refuse to act on an instruction and block a Fund Transfer and your Account if there is a breach or suspected breach of: a) our internal policies b) any security procedure c) any law or requirement of any authority, or d) we receive a regulatory notice or court order to block a Fund Transfer or your Account.
- 5.9 If we make a payment into your Account by mistake, we will take out the same amount without asking for your permission but will let you know what has happened.

## 6. PAYMENT CARD

- 6.1 After you successfully finish the onboarding process, we will issue you a Payment Card for which you provide your consent. This Card lets you buy things in person, get cash from specific ATMs we tell you about and do other transactions through channels we may notify you from time to time. These following terms apply to you when you are issued the Card:
- (a) You must at all times regard the Card as the property of myZoi and surrender it unconditionally and without reservation upon demand by us.
  - (b) You must not use or attempt to use the Card unless there are sufficient funds in your Account to cover the withdrawal or transfer.
  - (c) You must restrict use of the Card exclusively to yourself as it is not transferable.
  - (d) You must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given to you by us or by any person acting on behalf of myZoi.
  - (e) You must not under any circumstances disclose to any person the PIN you have created to facilitate the use of the Card.
  - (f) You agree to accept full responsibility for all transactions processed from the use of the Card, except any transactions occurring after we have informed you that we have received notice of loss or theft of the Card or of unauthorised acquisition of the PIN.
  - (g) Subject to (g) above, you accept our record of withdrawals and/or transfers as conclusive and binding for all purposes and to authorise us debit your Account with all amounts withdrawn or transferred with or without your knowledge or authority.
  - (h) You acknowledge that the amount stated on the ATM screen, or a printed enquiry slip, or receipt advice shall not for any purpose whatsoever be taken as conclusive of the state of your Account. Only Account information contained in your statement issued on your Mobile App should be relied upon as conclusive.
  - (i) You agree not to hold us liable, responsible, or accountable in any way whatsoever for any loss, injury or damage howsoever arising caused by any mechanical defect in

or insufficiency of funds in or malfunction of the ATM or any reader used with your Card.

- (j) Notwithstanding and without prejudice to the generality of the provisions of (i) above, the use of the Card shall be at your sole risk, and you assume any and all risks incidental to or arising out of the use of the Card.
- (k) You agree that we will not be responsible for the Card not being honoured for any reason.
- (l) You will return or destroy the Card for cancellation should it be no longer required or should your Account be closed for any reason.
- (m) We shall be at liberty to terminate the Card at any time without notice to you.
- (n) In certain cases, we may dispatch your Card to you via your employer. You acknowledge your agreement to accept the Card through this method.

## 7. FEES AND CHARGES

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| 7.1 | <b>We shall be entitled to impose fees and charges for the Services that you subscribe to. We will deduct the applicable fees and charges (including all government taxes) from your Account when you use the Services or in such other manner as communicated to you from time to time. The fees as applicable from time to time shall be detailed on our Website and Mobile App, or as communicated to you from time to time including by way of SMS or push notification.</b> |
| 7.2 | <b>The fees and charges paid to us are non-refundable and our records on the fees to be paid shall be final and binding.</b>   |
| 7.3 | <b>We can change these fees and charges at any time, by providing you with 60 calendar days' notice via SMS, through a Mobile App notification and/or via such other means as we determine. Your continued use of the Services shall signify your acceptance of our updated fees and charges.</b>  |

## 8. COMMUNICATION

- 8.1 By accepting these Terms, you hereby request and expressly authorise us and our employees or agents to communicate with you, and accept instructions from you or with your approval, (i) on the phone number you provide to us; (ii) in writing by email or at the address you have provided to us including through documents uploaded by you through your Account, Mobile App or otherwise; and/or (iii) any other mode and form as may be determined appropriate by us from time to time.
- 8.2 By engaging in communication with our representatives via telephone, you provide your consent for the recording of all such telephone calls, for any purpose deemed necessary. This consent is granted in accordance with applicable laws. The records of these communications, maintained by us, shall be considered conclusive and binding evidence of both the nature and content of said communications.

- 8.3 You confirm that any instructions or approvals you give are valid and binding, without needing additional verification. However, we might choose to confirm instructions or approvals from you if needed.
- 8.4 You must immediately notify us of any changes or updates to your mobile number or your contact information. You can do this through the Mobile App.

## 9. PERMITTED USE OF MYZOI WEBSITE AND MOBILE APP

- 9.1 You may use the Mobile App solely for your own use and subject to these Terms.
- 9.2 All content, data, design, information or other materials available on and underlying the Website and Mobile App (collectively “**Content**”), including but not limited to software underlying the Website and Mobile App or which are required for accessing or using the Website or Mobile App, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks that may be used on the Website and Mobile App are the property of myZoi and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws.
- 9.3 You are not permitted to copy, reproduce, scrap, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, the Mobile App, the Content or any part thereof. You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website or Mobile App and shall reproduce all such notices on all authorised copies of the Content. Any use of the Website, the Mobile App and / or Content in violation of these Terms may violate copyright, trademark, and other applicable laws, and could result in appropriate legal action.

## 10. REPRESENTATIONS AND WARRANTIES

- 10.1 You represent and warrant that you will:
- (a) not use the Services, Website or Mobile App for any illegal or unauthorised purpose or in a manner that could damage or cause risk to our business, reputation, employees, customers of myZoi or any third party;
  - (b) not do any act which will cause you or another party to breach these Terms;
  - (c) comply at all times with all applicable anti-corruption, anti-bribery laws in the country where the Services provided and in the country in which you reside;
  - (d) not create more than one Account;
  - (e) not introduce into or through the Website or Mobile App any computer virus, 'Trojan horse' worm, logic bomb, malware, or anything similar the purpose of which is to disable a computer or network or adversely affect its performance;
  - (f) use the latest virus scanning software and take other reasonable precautions in respect of the security of your device when accessing or using the Website or the Mobile App;
  - (g) not infringe our or any third party's intellectual property rights; and
  - (h) cooperate in any investigation conducted by us in relation to the Services or any breach of these Terms.

## 11. REPORTING SUSPECTED FRAUD, UNAUTHORISED PAYMENTS, STOLEN CARD, MOBILE DEVICE

11.1 If you suspect an incorrect, fraudulent, or unauthorised payment or transaction has been made using your Account, please contact us immediately by calling our call centre using the information provided in Clause 17.4 (Complaints, Customer Service and Communication Channel) of these Terms. We will make every effort to provide assistance and resolve the matter as far as we can.

11.2 If you believe you have lost money as a result of a fraudulent, unauthorised payment or transaction, or other criminal activity on your Account, we may ask you to provide more information for us to assess how the losses have arisen and who is responsible. If we ask you for such information, you must provide it as soon as possible in all circumstances. We will try to help you recover the funds, but we will not be liable for any loss you suffer.

11.3 You must immediately notify us of the loss or theft of the Card by calling our call centre using the information provided in Clause 17.4 (Complaints, Customer Service and Communication Channel) of these Terms. In case of a lost or stolen Card, a replacement Card will be issued only upon your explicit request. You acknowledge that it is your responsibility to initiate the request for a replacement Card.

11.4 In the event of fraud, loss or theft of your mobile device or the sim card used in your mobile device you are obliged to immediately notify myZoi by calling our call centre using the information provided in Clause 17.4 (Complaints, Customer Service and Communication Channel) in order for myZoi to freeze your Account. you will indemnify and hold myZoi

harmless for any losses, liabilities, damages, costs, expenses arising out of or in relation to myZoi freezing your Account, pursuant to your notification, as described above.

## 12. DISCLAIMER OF WARRANTIES

We provide the Services and our Content, “as is” and “as available” without any warranty or condition of any kind, express or implied. myZoi, on behalf of itself, its affiliates and its licensors, disclaims all warranties of any kind, whether express or implied, relating to the services, our Content, or the Website, including implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, quality, accuracy, title and non-infringement, and any warranty arising out of course of dealing, usage, or trade.

## 13. LIMITATION OF LIABILITY

- 13.1 We will not be liable to you or any third party for any loss or damage (including special, indirect, incidental, consequential or punitive damages) arising directly or indirectly from your use of the Services, our Content, or use of the Website or Mobile App.
- 13.2 For the avoidance of doubt, you shall be fully liable for all losses, and damages arising from any Funds Transfer which is authorised using your PIN and/or Payment Card, unless you have notified myZoi in writing or through such channels which myZoi makes available expressly for such purpose that your PIN or Payment Card has been stolen or compromised. If you disclose your PIN to any third party, or if you fail to safeguard and protect your PIN and/or Payment Card using reasonable care and as a result your PIN and/or Payment Card are used by any third party to authorize one or more Fund Transfers, then to the maximum extent permitted under applicable law, you will indemnify and hold myZoi harmless for any losses, liabilities, damages, costs, expenses and charges arising out of or in relation to any such Fund Transfers until the earlier of (a) the time when you change your PIN, and (b) the time when myZoi receives a notification from you that your PIN and/or Payment Card have been compromised or stolen.
- 13.3 We will not be liable for any loss (direct or indirect), whatsoever incurred by you or any third party in connection with the Services where we are required to act in accordance with the laws and regulations in any jurisdiction which relate to the prevention of money laundering, terrorist financing or the provision of any services to any persons which may be subject to sanctions.
- 13.4 You shall be liable for the losses related to any Funds Transfer where you have acted fraudulently or are otherwise in breach of these Terms.
- 13.5 myZoi shall be responsible for any unauthorized transactions in connection with your Account, up to the limit of the transaction's value, except in instances where you have acted fraudulently or are otherwise in breach of these Terms, specifically your obligations as outlined in Clause 4.3 of these Terms that refer to your responsibility for safeguarding the security and confidentiality of your Account.

## 14. INDEMNITY

In addition to the indemnities provided above, you will defend, indemnify, and hold us harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party arising out of or in any way related to: (1) your use of the Services, our Content or the website or Mobile App; (2) your violation or alleged violation of these Terms or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) relying on the information and documents provided by you. You must not settle any such claim or matter without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defence of any such claims.

## 15. TERMINATION AND EXPIRY

15.1 These Terms are binding on you from the time you use the Services and will continue in full force and effect until terminated in accordance with these Terms.

15.2 **We may terminate these Terms and de-activate your Account immediately by notice to you via SMS or push notification via the Mobile App if (1) you are in breach of these Terms or any applicable law or regulation; or (2) we reasonably believe there may be financial crime risks, potential fraud or illegality in any transactions relating to your Account; or (3) where you are no longer employed or where the employer is no longer availing payroll services from myZoi; or (4) in accordance with any applicable law or regulation; or (5) if your Account is deemed inoperative by us as a result of no transactions undertaken on the Account for 90 calendar days.**

15.3 **In addition, we may also terminate these Terms and de-activate your Account for any reason by giving you 60 calendar days' notice or such other appropriate time period, via SMS or push notification via the Mobile App.**

15.4 Upon termination, your right and license to access and/or use the Website, Mobile App or avail any Services immediately ceases and your Account will be deactivated.

15.5 You may terminate your Account at any time by notifying us in writing via email, Mobile App, by calling our contact centre or by such other means as notified by myZoi.

15.6 Following the closure of your Account, all undisputed amounts in your Account will be refunded to you. In the event that an unclaimed balance remains subsequent to your Account's closure, you will need to contact us to initiate a request for fund withdrawal.

15.7 We will not impose any closure fee on your Account.

## 16. COLLECTION USE AND DISCLOSURE OF YOUR INFORMATION

You consent to, and shall procure that all relevant individuals whose information has been disclosed to us by or through you (collectively “**Relevant Individuals**”) consent to, our officers, employees, agents and advisers collecting, using or disclosing such information relating to you (and the Relevant Individuals) including details of the your Account information to any third party solely for the purpose set out in our Privacy Notice, or as is otherwise required or permitted in accordance with applicable law.

## 17. GENERAL PROVISIONS

### 17.1 Retention

We will retain your information in accordance with legal, regulatory, business, and operational obligations as set out in our Privacy Notice. We recommend that you securely retain all correspondence, including account statements and other related documents received from us. It is your responsibility to keep such records safe and accessible for your own records and future reference purposes.

### 17.2 Statement and Records

We will issue you with a statement of your account via the Mobile App. Please note that you are responsible for checking your statement for errors. If you find any incorrect or unauthorized transactions on your statement, you should inform us promptly by requesting a call back through the Mobile App. If you do not notify us of any errors within 30 business days from the statement date, we will consider the statement as accurate.

### 17.3 Regulatory Framework for Service in the United Arab Emirates

You understand that we are authorised by the Central Bank of the United Arab Emirates to provide the digital payment services in accordance with the Central Bank’s Regulatory Framework for Stored Values and Electronic Payment Systems (“**Framework**”). myZoi is operated in accordance with the requirements of the Framework and is bound to comply with the terms of the Framework, which in turn will affect your use of the Services. For example, under the Framework limits are placed on: i) the amount that can be funded to your Account per month; ii) the amount that can be held in your Account; and iii) the amount of each transaction you can initiate using the Services.

### 17.4 Complaints, Customer Service and Communication Channel

**If you have any queries, concern, or grievance in respect to any Content, information, or data on the Website or Mobile App or in relation to the Services, please contact us at [ask@myzoi.life](mailto:ask@myzoi.life) or by calling our dedicated call centre at 800 69964 within UAE (free-of-charge) or +971 800 69964 outside of UAE (charge applicable) or by requesting a call back through the Mobile App. You may also communicate to us in writing to the following address:**

**myZoi Financial Inclusion Technologies L.L.C.  
15<sup>th</sup> Floor, Standard Chartered Tower, Downtown, Dubai, UAE**

Please refer to our complaint procedures available on our Website for further details of our complaints management process.

#### 17.5 Sub-contracting and Assignment

- (a) You acknowledge that, to the extent permitted by law, we may assign, sub-contract, delegate or otherwise transfer the benefit of these Terms or any of our obligations under them to another party without your consent.
- (b) You cannot assign or otherwise transfer these Terms, the Services, or any rights hereunder to any third party.

#### 17.6 Force majeure

We shall not be in breach of these Terms or liable for any failure or delay to perform any of our obligations if such performance is prevented, hindered or delayed, in part or entirely, by any event beyond our reasonable control, including without limitation, fire, flood, explosion, acts of god, terrorist acts, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, pandemics, acts of government, acts of third parties beyond our reasonable control, security breaches, power shut down, faults or failures in telecommunication or internet services or unauthorised access to computer systems.

#### 17.7 Safeguarding your Account balance

We will safeguard any balance you maintain in your Account by ensuring that: (i) your money is not commingled at any time with the money of any other person; and (ii) safeguard your money against the claims of other creditors of myZoi, in particular in the event of insolvency.

### 18. **Governing Law**

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws the Emirate of Dubai and (to the extent applicable in the Emirate of Dubai) the laws of the United Arab Emirates and the courts of Dubai shall have exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

### 19. DEFINITIONS SECTION

**Account** means the digital financial account that stores electronic money and is created by you on the myZoi App to use the Services .

**Application Marketplace** means application marketplaces such as Google Play Store, Amazon Appstore, Huawei AppGallery, Apple App Store, and such other application marketplaces that we may use.

**ATM** means automated teller machine(s) which may be used to withdraw money from your Account using your myZoi Debit Card.

**Fund Transfer** means an instruction to transfer money from your Account to a beneficiary.

**Identification Document** means, your official national identity card, passport, or such other officially valid document as per the relevant laws and regulations on “know your customer” procedures, which govern the provision of the Services and as amended from time to time.

**Mobile App** means the mobile application belonging to us which is developed and designed to run on various mobile operating systems, in order to provide the Services.

**myZoi** means, a company incorporated in the United Arab Emirates with and having its principal place of business at 15th Floor, Standard Chartered Tower, Downtown, Dubai, UAE.

**Payment Card or Card** means the myZoi prepaid or debit card issued to you to withdraw monies from your Account at selected ATMs or via shops or any other channels where the Card is accepted, as identified by myZoi.

**Privacy Notice** means the myZoi privacy notice found at <http://myzoi.com/> the terms of which are incorporated into these Terms.

**Services** means the myZoi digital wallet, access to the Website and use of the Mobile App and such other services as may be provided by us, from time to time.

**Terms and Conditions or Terms** mean these terms and conditions which incorporate our Privacy Notice and such third-party terms and conditions which are necessary for the provision of the Services, Website or Mobile App.

**UAE** means the United Arab Emirates.

**User Verification** means the process followed by us to ensure your identity and eligibility so that we can avail the Services to you.

**Website** means the domain at <https://myzoi.com/>.