

## **CROSS-BORDER FUND TRANSFER BENEFICIARY TERMS AND CONDITIONS**

Version 1.1

If you are an existing user before 13th September 2024, this version applies to you from 1st October 2024

#### 1. Introduction

- 1.1 These terms and conditions ("**Terms**") govern the receipt of funds sent to you ("**Beneficiary**") from an individual who starts the money transfer ("**Sender**") through the cross-border fund transfer service provided by myZoi Financial Inclusion Technologies L.L.C ("**myZoi**"). By accepting these Terms, you agree to abide by the terms outlined here.
- 1.2 Additional terms may apply when you access myZoi's mobile application ("Mobile App") via the Mobile App. These additional terms are imposed by the respective application marketplace such as Google Play Store, Amazon's Appstore, Huawei AppGallery, Apple App Store, and such other application marketplaces ("Application Marketplace") that we may use. 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.
- 1.3 In these Terms, "you" and "your" refer to the Beneficiary and "we," "our," and "us" refer to myZoi.

## 2. Registration with the Mobile App and Cross-border fund transfer process

- 2.1 The cross-border fund transfer service facilitated by myZoi allows the Sender to initiate the transfer of funds to you in accordance with the instructions provided by the Sender. You must be 18 years old or above to receive the funds and use the Mobile App.
- 2.2 The Mobile App is freely accessible on the Application Marketplace, and you will need to register on the Mobile App and create an account ("Account"). This Account serves as a platform to use our Mobile App, providing you with access to various features and functionalities. For avoidance of doubt, by proceeding with this registration, you are creating a profile rather than opening a digital financial account.
- 2.3 The Sender shall initiate the cross-border fund transfer through the Mobile App by providing necessary information. To access the funds obtained through a cross-border fund transfer, the Beneficiary must consult the Mobile App for instructions and guidance pertaining to subsequent steps and necessary actions.





- 2.4 The Beneficiary acknowledges that the processing time for the cross-border fund transfer may vary based on factors such as banking hours, holidays, and the payment method chosen by the Sender.
- 2.5 If the Beneficiary does not access the cross-border fund transfer or is unable to withdraw the funds within the timeframe specified on the Mobile App, myZoi will cancel the cross-border fund transfer. After cancelling, myZoi shall proceed to initiate the requisite protocols to reimburse the transferred sum to the Sender.
- 2.6 myZoi reserves the right to refuse or delay a cross-border fund transfer if required by law, regulatory authorities, or internal policies.

## 3. Verification and security protocols

- 3.1 The Beneficiary shall provide accurate and complete information to facilitate the cross-border fund transfer process, including identification information and documents, photograph, fingerprints, or other information as required by us, our cross-border fund transfer partners or regulatory authorities. You explicitly grant us permission to utilize these documents and information, as well as to store and process them for the intentions outlined in these Terms and myZoi's privacy notice available on the Mobile App and our website, the terms of which are incorporated into these Terms.
- 3.2 We reserve the right to verify the identity of the Beneficiary and may request additional documentation to comply with anti-money laundering (AML) and know-your-customer (KYC) regulations. In case the discrepancies remain unresolved or if we are unable to successfully complete the Beneficiary verification process in accordance with our policies and requirements, we shall have the right to reject your request for the use of our Mobile App.
- 3.3 It is your responsibility to ensure the security and confidentiality of your Account and password. You must not share, assign, transfer your Account, or disclose your password to any third party, or engage in any actions that may compromise the security of your Account. You will bear full responsibility for all actions or instructions carried out using your Account. Please be aware that you could be held accountable for any losses suffered by us or other users due to authorized or unauthorized use of your Account, stemming from your failure to maintain the security and confidentiality of your Account information.
- 3.4 You understand that we may suspend or terminate your Account or your use of the Mobile App 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.





# 4. Fees and Charges

The Beneficiary will not incur any fees or charges for utilizing the Mobile App to receive cross-border fund transfers.

# 5. Permitted use of the Mobile App

- 5.1 All materials accessible through and forming the foundation of the Mobile App (collectively referred to as "Content"), which encompass, but are not confined to, the software supporting our website and Mobile App or necessary for their operation, images, text, configurations, presentations, depictions, pictures, illustrations, audio and video snippets, HTML files, and other elements, along with logos and trademarks potentially employed on our website and Mobile App, are the rightful assets of myZoi and/or its licensors. These elements are safeguarded by copyright and/or other pertinent laws concerning intellectual property rights.
- You are strictly prohibited from engaging in actions such as copying, reproducing, scraping, publishing, public communication, transmitting, selling, licensing, distributing, transferring, adapting, modifying, translating, disassembling, decompiling, reverse engineering, creating derivative works, or exploiting in any manner our website, the Mobile App, the Content, or any portion thereof. It is essential that you refrain from removing or obliterating any copyright, trademark, or proprietary rights notices from the Content, our website, or the Mobile App. Furthermore, you are required to reproduce all such notices on all authorized copies of the Content. Unauthorized use of our website, the Mobile App, and/or Content in violation of these Terms could potentially infringe upon copyright, trademark, and other relevant laws, and may result in appropriate legal actions.
- 5.3 You must always follow applicable anti-corruption and anti-bribery laws.

## 6. Liability and Indemnity

- 6.1 myZoi shall not be liable to you for any delay, loss, or damage arising from circumstances beyond its control, including but not limited to technical failures, force majeure events or regulatory actions.
- 6.2 The Beneficiary agrees to indemnify and hold myZoi harmless from any claims, losses, or liabilities arising from any breach of these Terms, inaccurate information provided by the Beneficiary, or any unauthorized use of the Mobile App.

## 7. Governing Law and Jurisdiction

These Terms 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 these Terms.

#### 8. Amendments

- 8.1 myZoi reserves the right to amend these Terms at any time. The Beneficiary shall be notified of any changes and continued use of the Mobile App constitutes acceptance of the amended terms.
- 8.2 These Terms and any amendments made to them will be made available to you at <a href="https://myzoi.com/">https://myzoi.com/</a> and on our Mobile App, it is strongly recommended that you return to our website 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 use of our Mobile App except where we advise you otherwise.

### 9. Termination

- 9.1 Either party may terminate these Terms at any time, with or without cause, by providing written notice to the other party. You can close your Account by sending written notice via the email address provided on our Mobile App.
- 9.2 Upon termination, your access to the Mobile App will be immediately suspended. You agree to cease using the Mobile App for receiving funds and acknowledge that any pending or future transactions will be cancelled.
- 9.3 myZoi reserves the right to terminate or suspend Accounts at its sole discretion, including but not limited to instances of suspected fraud, misuse, or violation of the terms of use.

### 10. Contact Information

For inquiries, assistance or reporting suspicious transactions, please utilize the contact details provided on the Mobile App.

#### 11. Communication

11.1 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 us; (ii) in writing by email or at the address you have provided 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.





- 11.2 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.
- 11.3 You must immediately notify us of any changes or updates to your contact information. You can do this through the Mobile App.

By accepting these Terms, you acknowledge that you have read, understood, and agreed to the terms outlined above.

