



USER AGREEMENT FOR CASHU SERVICES

These are the Terms and Conditions governing your access to and use of the website www.cashu.com and its related sub-domains, sites, services, tools, and mobile application (the "**Site**").

By accepting these Terms and Conditions (including the linked information herein), and by using the Site, you ("**you**" or the "**Customer**") represent that you agree to comply with these Terms and Conditions with FINTECHLINE PTE. LTD., a Singaporean company ("**we**", "**us**" or "**CASHU**") (each a "**party**" and together the "**parties**") in relation to your use of the Site (the "**User Agreement**").

This User Agreement is effective upon acceptance. In the event of disagreement to be bound by this User Agreement, please do not access, register with or use this Site. Before you may become a Customer, you must read, agree with and accept this User Agreement and our Privacy Policy (the "**Privacy Policy**"). You should read this User Agreement and the Privacy Policy and also access and read all further linked information referred to in this User Agreement, such as our fees schedule.

Please note that by accepting this User Agreement, you are also accepting our Privacy Policy. So, it is important that you review the Privacy Policy as it contains further terms and conditions that apply to you as a Customer of the Site.

1. Description of Service

- 1.1. CASHU operates as an electronic payment service that enables Customers to make payment transactions online (the "**CASHU Service**"). On registration, Customers are allocated an online account (a "**Customer Account**"), which holds electronic money for use in online transactions.
- 1.2. All fees for use of the CASHU Service ("**CASHU Fees**") are set forth in the fees schedule posted on this Site and you acknowledge and agree that the CASHU Fees may be amended from time to time in accordance with the terms of this User Agreement. You should check the fees schedule posted on this Site regularly for any changes to the CASHU Fees.
- 1.3. You agree that you will not receive interest or other earnings on the balance in your Customer Account, unless otherwise related to fixed deposits within an earning program.
- 1.4. Beneficial Owner: You must be the beneficial owner of the CASHU Account, and conduct business only on behalf of yourself.



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2. Relationship

- 2.1. CASHU helps you make payments on certain third parties' sites, platforms and applications. CASHU is an independent contractor and only acts as your agent with respect to the custody of your electronic money in your Customer Account. CASHU does not have control of, or have liability for, any items that you may purchase online or for ensuring that online transactions will be completed by the other party.
- 2.2. You acknowledge and agree that: (i) CASHU is not a bank and nor is it providing banking services and/or related banking services and/or carrying out functions which are integral or closely related to banking business, nor is CASHU allowed to grant any form of credit; (ii) Customer Accounts are not insured by any government agency and that there is no voluntary or compulsory scheme in which CASHU is a member which compensates the Customer in case CASHU becomes unable to satisfy claims relating to your Customer Account or otherwise in relation to the CASHU Service; and (iii) whilst CASHU acts as your agent in respect of its custody of your electronic money, CASHU does not act as a trustee or accept any fiduciary role in respect of the electronic money in your Customer Account.

3. Registration

- 3.1. Eligibility: In order to be eligible for using CASHU services, you must be at least 18 years old or to and if less than 18 must have parental/guardian consent.
- 3.2. When you sign up, you are creating a CASHU Account unique to your provided email and phone number. During the signup process to create a CASHU Account, we will ask you to provide certain information. You must enter and maintain true, up to date, accurate and complete information as requested by us including, without limitation, your name, address, telephone number, date of birth and email address ("**Information**") in order to become and continue as a Customer. CASHU may (in its sole discretion) request that you provide further information or documentation to it at any time and for any reason including, without limitation, to confirm your identity, age and/or confirm ownership of your financial instruments and you agree that you will provide such information and/or documentation promptly to CASHU on request. In case of failure to provide such information and/or documentation promptly to CASHU on request, CASHU may, without liability, limit your use of the CASHU Service or suspend or close your Customer Account. Further, you authorize CASHU to make any enquiries it considers necessary to validate and verify your identity (whether directly or



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through third parties) at any time for any reason at CASHU's sole discretion. Each person is only entitled to open one Customer Account. In the event of registering more than one Customer Account, CASHU shall contact you and ask you to identify which account is to be your Customer Account. CASHU shall then, without liability, close all your other accounts and transfer any balances in those other Customer Accounts into your remaining Customer Account.

- 3.3. You are responsible for maintaining the confidentiality of, and restricting access to and use of, your user name, password and details of your Customer Account, and you accept responsibility for all activities that occur under or in relation to your user name, password and Customer Account. You agree to immediately notify CASHU of any unauthorized use of your user name, password or Customer Account or any other breach of security. In no event will CASHU be liable for any direct or indirect loss or damage whatsoever resulting from the disclosure of your user name, password and/or other Customer Account details. You agree to reimburse CASHU for any improper, unauthorized or illegal use of your Customer Account, whether by you or any other person. Every person who logs into the Site by entering the correct user name and password or undertakes any transaction or transfer with the correct password and Customer Account number is assumed by CASHU to be the rightful Customer Account holder and CASHU regards all related transactions and/or transfers as valid. You acknowledge and agree that CASHU will not reverse or refund any such transactions or transfers.
- 3.4. Identity Authentication: You agree to comply with all requests made by CASHU or any of our third-party service providers in connection with your CASHU Account, to identify you, authenticate your identity, or validate the source of funding to your CASHU Account or Transactions. CASHU reserves the right to close, suspend, or limit access to your CASHU Account and/or CASHU Services in the event that we are unable to obtain or verify such Information. You authorize CASHU directly to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth or other information or form of identity that will allow CASHU to reasonably identify you, including requiring you to take steps to confirm ownership of your email, phone number, or payment instruments or verifying your Information against third party databases or through other sources. CASHU may also request to be provided with any identifying documents at any time.



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4. Adding Funds to a CASHU Account

In order to add electronic money to your Customer Account or to otherwise purchase goods and services online using the CASHU Service, you may choose from one or more options available depending on the country you are situated in. Please refer to the Top Up Section on the site for more details. You hereby authorize CASHU to obtain or receive funds on your behalf from your chosen payment source, and for CASHU to deduct all necessary fees (including CASHU Fees as per Section 6 of this User Agreement in relation to any obtaining or receiving of such funds). You also agree to upload electronic money to your Customer Account in accordance with the directions on the Site (as may be updated or amended by CASHU from time to time) and you agree that you will not use any unauthorized, invalid or illegal payment method to upload electronic money to your Customer Account.

5. CASHU Account Balances

- 5.1. CASHU maintains the right in its own discretion to define and create certain balance types and set limitations for those balance types without notice, and this includes defining the ways of how balances are transferred between those balance types.
- 5.2. CASHU has the right to move users' balances between balance types, at its sole discretion, for any reason whatsoever, and without notice, including when an account is in violation of any of the set terms and conditions.
- 5.3. If the CASHU Account's "Old Balance" remains dormant with no use for more than 90 days, it will expire. The Customer acknowledges, understands, and consents to the fact that any funds in the Old Balance shall be deemed forfeited.
- 5.4. CASHU has the right to apply any fees and limitations on the transfers between balance types, as well as any fees and limitations on adding funds to those balances without notice.

6. Payment

- 6.1. You agree that CASHU is an independent contractor and only acts as your agent with respect to the custody of your electronic money and in facilitating the payment on third party sites, platforms and applications (a "**CASHU Merchant**"). Although CASHU makes reasonable efforts in reviewing CASHU Merchants, CASHU assumes no responsibility on the



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legitimacy or quality of the services rendered by CASHU Merchants. You acknowledge that it is your sole responsibility to identify and pay for services from CASHU Merchants that you trust.

- 6.2. When you make a payment from your Customer Account, CASHU will authorize the transfer of the necessary electronic money (including all necessary fees (including any CASHU Fees (as defined below)) from your Customer Account. You acknowledge and agree that if there are insufficient funds in your Customer Account to make the necessary payment, CASHU will not authorize the payment and will cancel the transaction. CASHU shall not be liable for any loss, damage or liability suffered or incurred by you that results from a transaction being cancelled in the circumstances where insufficient funds in your Customer Account prevent you from making a payment.
- 6.3. Methods of spending Money: By spending money, you authorize and instruct CASHU to execute the transaction. Once you have provided your authorization for the Transaction, you will not be able to cancel it, except as provided by the applicable law. You are solely responsible for confirming the accuracy of any Transactions made by you.
- 6.4. CASHU may delay execution of your Transaction if it has a reason to believe that your Transaction may involve fraud or misconduct, or violate the applicable law, the User Agreement, or the applicable Issuing CASHU Policies, as determined in CASHU's sole and absolute discretion.
- 6.5. Fraud Monitoring: CASHU may monitor your Transactions for the purpose of determining fraudulent activities and whether you are in good standing. CASHU may also decide to suspend your CASHU Account or limit your privileges. CASHU will use all available information to help combat fraud on our system.
- 6.6. CASHU maintains the right in its own discretion to define certain usage limitation on all or some CASHU Accounts including your account. Those limitations may include, but not limited to:
 - Limitations on the maximum number of payment transactions allowed within a period of time, or the maximum amount of transactions within a period of time,
 - Limitations on the maximum amount per single transaction on all or some CASHU Merchants,
 - Limitations on the amounts of fund allowed to be added to your CASHU account.



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7. Fees

- 7.1. You are responsible for the payment of all CASHU Fees in relation to your use of the CASHU Service. The current CASHU Fees (as may be amended by CASHU from time to time in accordance with the terms of this User Agreement) are posted on the Site.

CASHU fees for adding funds to your account vary based on the method used for adding funds. CASHU may charge you fees for maintaining your account and such fees depend on the status of your account. CASHU defines the following account statuses:

- Dormant Account: Any account with no transactions for a time period of 120 consecutive days, is defined as Dormant Account.
 - Inactive Account: Any account with no transactions for a time period of 366 consecutive days is defined as Inactive account and as the account.
- 7.2. Prior to registering as a Customer, and prior to carrying out any transactions using the CASHU Service, you should review the CASHU Fees. All CASHU Fees are due and payable immediately and shall be deducted by CASHU by automatic debit from your Customer Account. All CASHU Fees are in US Dollars unless otherwise stated on the Site. CASHU may, without liability, charge you a correction fee if incorrect payment details are provided to us by you. Please note that you are responsible for the payment of all applicable taxes, duties or other charges in relation to your use of the CASHU Service.

8. Restricted Activities

- 8.1. You acknowledge and agree that you will not use the CASHU Service: (a) to pay for any illegal material whatsoever including, without limitation, illegal downloads; (b) to pay for any goods and/or services which infringe the intellectual property or other proprietary rights of any third party; and/or (c) for, or in relation to, any illegal purpose or criminal activity of any nature.
- 8.2. You acknowledge and agree that CASHU will report any suspicious activity to the relevant authorities. CASHU may without liability: (a) apply such prevention and detection procedures as it deems necessary; (b) suspend or close any Customer Accounts; and/or (c) cancel or refuse to carry out any transactions, if CASHU, in its sole discretion, suspects that you are using your Customer Account or any aspect of the CASHU



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Service for unlawful purposes or your Customer Account is otherwise being used for unlawful purposes.

8.3. In connection with your use of the Site, your Customer Account and the CASHU Service, or, otherwise, in the course of your interactions with CASHU, another CASHU Customer, a CASHU Merchant or any other third party, you will not:

- (a) Breach this User Agreement, the Privacy Policy or any other policy on the Site;
- (b) Violate any laws or regulations, third party rights or our policies including, but not limited to, any use or attempted use of your Customer Account for illegal and/or fraudulent purposes;
- (c) Infringe CASHU's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (d) Use CASHU to sell or purchase counterfeit goods;
- (e) Act in a manner that is defamatory, libelous, unlawfully threatening or harassing;
- (f) Provide false, fraudulent, inaccurate or misleading information;
- (g) Send or receive what CASHU reasonably believes to be potentially fraudulent funds;
- (h) Refuse to cooperate in an investigation by CASHU or decline providing confirmation of your identity or other requested information to CASHU;
- (i) Attempt to receive funds from both CASHU and a CASHU Merchant or other third-party seller for the same transaction;
- (j) Use an anonymizing proxy;
- (k) Control or bestow ownership of another CASHU Customer Account;
- (l) Use the Site, your Customer Account or the CASHU Service in a manner that results in or may result in complaints, disputes, claims, fines, penalties and other liabilities to CASHU, another CASHU customer, a CASHU Merchant, any other third party or you;



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- (m) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- (n) Distribute viruses, Trojans, worms, or other computer programming technologies that may harm the Site, or the interests or property of any other CASHU Customers, CASHU Merchants and any other third parties, including the Site's other users;
- (o) Take any action that may cause us to lose any services from our Internet service providers, payment processors, or other suppliers;
- (p) Circumvent or manipulate our fee structure, billing process, or fees owed to CASHU; and/or
- (q) Transfer your Customer Account to another party without our prior written consent.

8.4. You warrant that you are not violating any applicable laws or regulations by your use of the Site, your Customer Account and/or the CASHU Service, and you agree to defend, indemnify and hold CASHU, its directors, employees, agents and affiliates harmless from any claim, demand (including legal fees and costs), fines, penalties or other liability made or incurred by CASHU, any CASHU Merchant, any other CASHU customer or any third party due to or arising out of your breach of this warranty.

8.5. If we have reason to believe that you have engaged in any of the restricted activities as set out above, we may take various actions to protect CASHU, CASHU Merchants, other CASHU customers, any third party or you from fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- (a) Suspending or closing your Customer Account for as long as we believe to be reasonably necessary;
- (b) Applying, at our sole discretion, prevention and detection procedures and refusing the execution of transactions if there are grounds to suspect that a Customer Account is being or may be used for illegal purposes; or
- (c) Taking further steps as CASHU in its sole discretion may deem necessary including taking legal action against you.



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- 8.6. If we close your Customer Account, we will provide you with a notice of our actions. If we suspend your Customer Account, we will provide you with notice of our actions and the opportunity to request restoration of access, if and when appropriate. Any restoration of access shall be at CASHU's discretion.

9. Closure of Customer Account

- 9.1. You may request that CASHU close your Customer Account at any time by contacting CASHU Customer Support. Contact details for the CASHU Customer Support are on the Site. Closure of your Customer Account will not cancel any transactions that you have already undertaken, including those which are still to be paid for from your electronic money in your Customer Account.
- 9.2. CASHU at its sole discretion may close a Customer Account at any time upon at least one (1) week notice to the Customer. The Customer shall use the wallet balance within such period and post such period the monies are expired and forfeited. This is without prejudice to any other rights or remedies of CASHU under this User Agreement or otherwise. CASHU may suspend your Customer Account at any time without notice if involved or suspected of involvement in fraudulent or illegal activities.
- 9.3. In case of failure to log into your Customer Account for more than six (6) months, and there are no funds in your Customer Account, CASHU may suspend your Customer Account. If your account is suspended, you should contact CASHU Customer Support to reactivate your Customer Account. CASHU will reactivate your Customer Account at its sole discretion.
- 9.4. CASHU may, at any time, at its sole discretion, discontinue your use of your Customer Account or the CASHU Service or any part thereof. CASHU shall endeavor to provide notice of any such discontinuation of your Customer Account or the CASHU Service. You agree that CASHU shall not be liable to you or any third party in relation to any inability for you to access to your Customer Account or the CASHU Service or any part thereof.
- 9.5. If ever CASHU decides to return any of your electronic money which is in your account at its sole discretion, shall direct to the Customer, provided that the Customer can provide CASHU with either: (a) valid bank account details where the name and address details of the bank account holder match the name and address details of the Customer as registered by the Customer on the Site; or (b) a copy of a valid form of ID



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acceptable in its sole discretion to CASHU (including but not limited to a passport or driving license). Any transfer fee including but not limited to (bank fee, FX fee, administration fees) shall be deducted from the returnable amount, provided the original returnable amount exceed the expected transfer fees. CASHU has the right not to return disputed funds or any funds, which relate to a breach of this User Agreement until such time as the dispute in relation to such funds has been resolved or, in relation to a breach of this User Agreement, a court of competent jurisdiction has determined the matter.

- 9.6. Any electronic money to your bank account upon validating your identity; any bank transfer fees, administration fees shall be deducted from the returned amount, provided the returned amount originally exceeded the expected transfer fees.
- 9.7. You agree that you may not close your CASHU Account to evade an investigation carried out by CASHU on your CASHU account. In the event of attempting to close your CASHU Account while CASHU is conducting an investigation, we maintain the right to hold funds in your account for a period of time reasonably needed to protect against the risk of liability to CASHU or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.
- 9.8. CASHU may close any Inactive Account upon the lapse of 24 months from the day a last transaction has been made, all such monies liquidated from such accounts shall become the sole property of CASHU and CASHU shall not be obligated to reimburse any of the liquidated monies back to any of the Inactive Accounts; nor shall CASHU be liable to any losses the Inactive Accounts may incur due to such process.

10. Disclaimers and Limitation of Liability

- 10.1. CASHU makes no representations or warranties as to the continuous, uninterrupted or secure access to the CASHU Service or to your Customer Account, which may be affected by factors outside of our control, or may be subject to periodic testing, repair, upgrade or maintenance.
- 10.2. Use of the Site is at your own risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty or guarantee of any kind whether express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.



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- 10.3. CASHU shall make reasonable efforts to ensure that all transactions are processed in a timely manner. However, CASHU makes no representations regarding the amount of time needed to complete processing of any particular transaction or transfer, nor shall CASHU be liable for any direct or indirect losses or damages arising from any such delay.
- 10.4. The CASHU Service is limited to providing the Customer with a payment facility and does not ensure the quality, safety or legality of the transaction Customer is undertaking.
- 10.5. The Site may include links to third party websites that are controlled or maintained by others. Accordingly, CASHU cannot accept any responsibility for the materials or offers for goods or services featured on such websites. Any link to other websites is not a warranty that such websites will be free of viruses or other such items of a destructive nature and you acknowledge and agree that CASHU is not responsible for the content or availability of any such websites.
- 10.6. Goods and services supplied or made available through websites which are linked to this Site are supplied by third parties including, without limitation, CASHU Merchants and not by CASHU. Any dealings between you and such third parties, including payment for and delivery of goods or services and any other terms, conditions, warranties or representations, acts or omissions associated with such dealings, are solely between you and such third party. You agree not to hold CASHU liable for any loss or damage of any kind incurred as the result of any such dealings.
- 10.7. CASHU, its directors, employees, agents and affiliates will not be liable for any loss or damage (whether direct or indirect or consequential loss or damage) whatsoever (including, without limitation, loss of business, opportunity, data, goodwill or profits) arising out of or in connection with your use of the Site, your Customer Account and/or the CASHU Service (or any part thereof) whether caused by negligence or otherwise, including without limitation arising out of or in connection with:
- (a) Any payments made to the wrong recipient or incorrect payments from your Customer Account due to your input of incorrect information on the Site or on a CASHU Merchant's Site;
 - (b) Any fraud, deception or misrepresentations as a result of any act, omission or negligence by you in relation to your Customer Account;



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- (c) Any fraud, deception or misrepresentation by the recipient of electronic money sent from your Customer Account;
- (d) Any losses and/or damages resulting from a recipient's decision not to accept a transfer from your Customer Account;
- (e) Any errors or omissions in the Site content;
- (f) Misuse of the Site or the inability of any person to use the Site;
- (g) Delays, losses, errors, or omissions resulting from failure of any telecommunications or any other data transmission system and the failure of any central computer system, servers or any part thereof; and
- (h) The results of acts of any governmental or other authority, any act of God or other force majeure event.

10.8. If you have a dispute with one or more CASHU customers or CASHU Merchants, you agree that you release CASHU (and our officers, directors, agents and employees) from any and all claims, demands, losses and damages (direct or indirect) of every kind and nature arising out of or in any way connected with such disputes. Further you acknowledge and agree that CASHU will not enter into any dispute other than to confirm whether or not a payment has been made by you.

10.9. If you are dissatisfied with the Site or the CASHU Service, your sole and exclusive remedy is to discontinue your use of the Site or the CASHU Service (as applicable). In this circumstance, you may request that CASHU arrange for the closure of your Customer Account and the Customer shall use the wallet balance within such period and post such period the monies are expired and forfeited.

11. Indemnity

You agree to indemnify and hold CASHU, its directors, employees, agents and affiliates harmless from and against any breach by you of this User Agreement, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by CASHU, any other CASHU customers or any third parties (including any CASHU Merchants) due to or arising out of your breach of this User Agreement.



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12. Privacy

CASHU takes reasonable measures (physical, organizational and technological) to safeguard your personal information against unauthorized access and to safely store your personal information. Please review the Privacy Policy for more information on how we safeguard the personal information that you give us. However, the Internet is not a secure medium and the privacy of your personal information can never be guaranteed. CASHU has no control over the practices of third parties (including but not limited to website links to this Site or third parties who misrepresent themselves as you or someone else). The Privacy Policy posted on the Site (as amended by CASHU from time to time) governs our treatment of your personal information and you should review it.

13. Intellectual Property

13.1. "CASHU", "cashu.com", "CASHU Mall" and "CASHU Card" and all related and all other URLs, logos, page headers, custom graphics, button icons and scripts (in English and Arabic), described on the Site are either service marks, trademarks or registered trademarks of CASHU or its affiliates. You may not copy, imitate or use them without CASHU's prior written consent.

13.2. This Site and its content (including without limitation the Site design, text, graphics) and all software and source codes connected with the Site are protected by copyright, trademarks, patents and other intellectual property rights and laws. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of CASHU. All right, title and interest in and to the Site and its content (including software) and the CASHU Service is the exclusive property of CASHU, its affiliates and/or its licensors (as applicable).

14. Transfer of Rights and Obligations

You hereby grant CASHU the right to, and irrevocably acknowledge and agree that CASHU may at any time, transfer all or any part of its rights, benefits, obligations or liabilities (whether express or assumed) under this User Agreement. CASHU shall endeavor to provide you with notice of any transfer by way of a posting on the Site. You may not, at any time, without the prior written consent of CASHU, transfer all or any part of your rights, benefits, obligations or liabilities (whether express or assumed) under this User Agreement without the prior written consent of CASHU.



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15. Communication and Notices

- 15.1. "Communications" means without restriction, any announcements, notices, Account or transaction information that CASHU provides to you, such as any CASHU Policies you agree to, including updates to these policies or any other document that we are required to make available to you.
- 15.2. You acknowledge and agree to receive communications from us electronically ("Electronic Communication"). We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Alternatively, we may notify you by courier or postal mail, to the address provided to us in your Registration Information. In such case, notice shall be deemed given to you seven (7) days after the date of the mailing of the notice.
- 15.3. You will provide any notices to us by mail to CASHU's postal address or by using the CASHU Customer Support system on the Site. Such notice shall be deemed received by CASHU only after you have received a written or electronic communication confirming receipt from CASHU.
- 15.4. You may communicate with us in relation to any matter including, without limitation, general queries, discrepancies, claims or disputes by using the CASHU Customer Support system on the Site.
- 15.5. It is your responsibility to keep your primary email address up to date so that CASHU can communicate with you electronically. You understand and agree that if CASHU sends you an Electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, CASHU will be deemed to have provided the Communication to you effectively. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add CASHU to your email address book so that you will be able to view the Communications we send to you.

You can update your primary email address or street address at any time by contacting CASHU Customer Support. If your email address becomes invalid that the Electronic Communications sent to you by CASHU are returned, CASHU shall consider your Account as inactive, and you will



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not be able to transact any activity using your CASHU Account until we receive a valid, working primary email address from you.

15.6. Calls or text message to Your Mobile Telephone Numbers:

- It is your responsibility to keep your primary mobile number up to date. By providing CASHU a telephone number (including a mobile number), you agree to receive autodialed and prerecorded message calls at one of those numbers. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at CASHU Account opening, and adding a telephone number to your CASHU Account at a later time by contacting us from that phone number. If a telephone number provided to us is a mobile number, you consent to receive SMSs or text messages at that number for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will never market, advertise, or solicit you using autodialing or prerecorded messages. Standard telephone minutes and text charges may apply if we contact you.
- In case CASHU failed to reach you through one of the means of communication (Mobile/ Phone number), CASHU may deem your Account to be inactive, and you will not be able to transact any activity using your CASHU Account until we receive a valid and verifiable Mobile number from you, where you acknowledge and agree that such actions shall not make CASHU liable in any way.

15.7. Recording Calls: You understand and agree that CASHU may, without further notice or warning and in our discretion, monitor or record the telephone conversations you or anyone acting on your behalf have with CASHU or its agents for quality control and training purposes, or for its own protection. You acknowledge and understand that, while your communications with CASHU may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by CASHU, and CASHU does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

16. Amendments

You acknowledge and agree that CASHU may make amendments to this User Agreement from time to time. Any such amendment notice will be provided in accordance with the terms of this User Agreement. You acknowledge and agree that CASHU may, at its sole discretion and without liability, make amendments that are not Substantial Amendments without your further



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specific agreement, at any time and will be effective at the time we post it on the Site with immediate effect.

Generally, it is your responsibility to log in to your CASHU Account and CASHU Services check for updates and amendments referred to above and also to open and review Electronic Communications that we deliver to you through those means. We may, but are not obliged under these Terms of Service, provide you with a notice of posting a Communication to your CASHU Account or CASHU Services.

17. Confidentiality

You undertake, during the term of this Agreement and thereafter, not to disclose to a third party or to unduly use, on your own behalf or on behalf of a third party, information that you have received from CASHU and which relates to CASHU activities. You further undertake not to disclose nor discuss any confidential information related to CASHU and this agreement to any third party and any media outlet whatsoever and for any reason whatsoever, even if it was due to a dispute between you and CASHU. You acknowledge that you will be subject to punitive measures for any losses CASHU might suffer due to such unauthorized disclosure. Such punitive measure shall include a minimum of One Million Emirati Dirhams (AED 1,000,000), or its equivalent at the home address of your domicile, for each attempt and without the need to recourse to legal action nor the need for any court decision on the subject.

18. General

- 18.1. If this User Agreement is translated into any language other than English, in case of any discrepancy or question of interpretation (including between the English and any Arabic version of this User Agreement), the English version shall prevail.
- 18.2. If any clause of this User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of this User Agreement.
- 18.3. This User Agreement (as amended from time to time by CASHU in accordance with the terms of this User Agreement) sets forth the entire understanding and agreement between you and CASHU with respect to the subject matter hereof.
- 18.4. No person who is not a party to this User Agreement shall have any right to enforce any term of this User Agreement except in relation to any



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person under clause 13 who is a permitted successor or assignee of the rights and benefits of CASHU.

19. Disputes with CASHU

- 19.1. If any dispute, claim, controversy or difference (including in relation to any tortious or statutory claim) ("Dispute") arises out of or in connection with or in relation to this User Agreement, then the parties shall first attempt amicably to settle the Dispute through good-faith negotiations over a period of thirty (30) calendar days commencing on the date that a party first sends to the other party a written notice of the Dispute. In the event that a Dispute has not been settled amicably by the relevant parties by the end of such thirty (30) day-period, the parties hereby agree that the Dispute shall be referred to and finally resolved as described in Section 19 below Except if otherwise agreed by the parties.
- 19.2. CASHU's failure to act with respect to a breach by you or others does not waive CASHU's right to act with respect to subsequent or similar breaches.
- 19.3. You are responsible for all liabilities, financial or otherwise, incurred by CASHU, a User, or a third party caused by or arising out of your breach of this User Agreement, your use of CASHU Services, and any use of your CASHU Account. You agree to reimburse CASHU, a User, or a third party for any and all such liability, to the extent not prohibited by the applicable law. The consequence of any breach of the terms of you CASHU Agreement will be covered by that agreement, separately and independently from these Terms of Service.
- 19.4. Reimbursement for Your Liability: To the extent permitted by law, we may collect from you any obligations that you owe us under this User Agreement. To the extent permitted by law, we may also collect from you, by any collection means available to us, any amounts we pay or incur in connection with reimbursable claims. Additionally, as applicable, you agree to cooperate with CASHU, and any third party associated with CASHU Services.

20. Governing Law

This User Agreement shall be governed by and construed in accordance with the laws of Singapore. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this User Agreement (including a dispute regarding the existence, validity or termination of this Agreement).