

Terms and Conditions for the use of RukiPay

Please read these Terms and Conditions (the “**Terms**”) carefully before using RukiPay app. By using the Services, you agree to be bound by these Terms until the time your Account is terminated. These Terms regulates the relationship between you (“**you**” or the “**Customer**”) and RukiPay (“**us**”, “**we**” or “**RukiPay**”) for the provision of the Services. We may revise and amend these Terms from time to time. Every time you use our Services, the Terms in force at that time will apply to the provision of the Services to you.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 13. Every time you wish to use our Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on March 1st, 2023.

1. Definitions

“**Affiliates**” means any entity that controls, is controlled by, or is under common control with, another entity or person. For the purposes of this definition, “control” when used with respect to any specified person or entity means the power to direct the management and policies of such entity or person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and the terms “controlling” and “controlled” have correlative meanings to the foregoing.

“**Account**” means the Customer’s account created after registration to use the Services.

“**Customer**” or “**you**” means the Account holder for the use of the Services;

“**Credit Card**” means the payment card issued from a financial institution to the Account holder;

“**RukiPay**” or “**us**” or “**we**” means Shopflix Holdings Limited, a company incorporated under the laws of Cayman Islands, identified with the number 390690 in the Deputy Registrar of Companies of the Cayman Islands,

“**Funds**” means the amount of money charged by the Customer to the Account using the Payment Methods;

“**Instalments**” means the split of a payment made through Credit Cards with the purpose of allowing the Customers to pay the monetary amount of the product in a successive fixed times;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, good will and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and **“Intellectual Property”** means any artistic, musical, dramatic or literary work, invention, sign, symbol, logo, sounds, slogan, color, computer program or other materials on which any person has Intellectual Property Rights;

“Merchant” means the commerce located inside the Territory in which RukiPay solution is enabled for Customers;

"Payment Processing Service" means the Service provided by a third party to Merchants for the processing of RukiPay's Customers payments inside the Territory made through the Funds available and the Credit Card associated to the account;

"Payment Method" means the credit card and debit card, bank transfer, prepaid card, cash, or any other payment method used to fund the account and pay for the Services. The third party shall determine from time to time the eligible Payments Methods.

“PIN” means a unique Personal Identification Number allocated in RukiPay app.

"Payment Transaction" means the processing of a payment that results in the debiting, charging, or other related transaction, of the Purchase Amount to a Customer's Payment Method;

"Product" means any merchandise or good that the Customer may purchase using the Service.

"Purchase Amount" means the dollar amount of a Payment Transaction to pay for a Product, and any related fees, taxes or shipping charges, as applicable

"Service(s)" means the service provided by RukiPay, which enables Customers using RukiPay app to purchase Products inside the Territory;

"RukiPay app” means the app from RukiPay available to download by the Customers to its mobile devices by means of which the Customer can upload Funds to their account and associate credit cards to execute payments;

"RukiPay Balance" means the funds maintained by the Customer in its RukiPay Account. The RukiPay Balance as well as the Payment Processing Services are facilitated by a trusted third party; and

"Territory" means the country where the Merchant is located;

2. Age requirement

2.1 You must be at least 18 years old to register on RukiPay app and to use our Services. We will not provide the Services to you if you do not satisfy this age requirement. If you are under 18 years old, please do not attempt to use our Services.

2.2 By using our Services you warrant that you have the right, authority and capacity to enter into and be bound by these Terms.

3 Domicile requirements

Our Services are available inside the Territory and Customers must be located there, in order to use our Services. We may restrict access to our Services from IP addresses located in jurisdictions where we believe it may not be legal for us to provide the Services or where the service is not available.

4. Registration with RukiPay

4.1 In order to use the Services, you must register and create an Account.

4.2 We may request, at any time (via email, telephone or any other means), any information or documentation that can prove your identity, address and/or authenticity of the Payment Transaction, except the PIN. You agree to provide us with true, precise and complete information.

4.3 Upon completing the registration process you will create an Account and receive a password, a Customer name and an account number. You must not create more than one Account for your own use in RukiPay app.

4.4 Your Account and generated PIN are personal and shall not be transferred to any individual. In the event that another individual accesses the Account due to you having provided any of your account details, you shall be liable for this individual's access. You shall compensate us for all and any losses, damages, costs and expenses we may suffer as a result of any failure by you to keep your account details confidential.

4.5 You are responsible for: (i) maintaining the confidentiality of the password and Customer name, and the security of your mobile device; (ii) not permitting others to use your Account; (iii) not using the Accounts of other Customers; (iv) refraining from selling, trading, or otherwise transferring your Account to another party; (v) immediately notifying us via email at info@rukipay.com, if you have any suspicion of

unauthorized use of your password, PIN or Account or any other breach of security, including unauthorized use of your debit or credit card.

4.6 You must not provide false account details, which include but are not limited to your name, email address, age or location. In the event that we have reasons to believe that you have provided us with false account details, we reserve the right to terminate the provision of our Services to you and restrict your access, suspend or cancel your Account without prior notice. You agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us.

4.7 You warrant that the email address or Facebook account with which you register your Account is an active, valid account controlled by you.

5. Use of our Services

5.1 RukiPay app is a wallet designed for travelers who wishes to acquire products and/or services using the Funds or the Credit Cards linked to the Account when travelling abroad its home.

5.2 RukiPay entitles the Customer to fund the Account, and to pay for products and/or services in the Territory, using either the Funds or the Credit Cards associated to the Account.

5.3 When paying through Credit Cards for products, the Customer will have the possibility to pay in Instalments.

5.4 The Customer acknowledges that not all the functionalities of funding through all Payment Methods will be available at every time, we may, at our own discretion, enable or disable certain Payment Methods from time to time.

5.5 The Payment Processing Service is the service rendered by a trusted third party, by means of which, the Payment Methods associated to the Customer Account, allows the Customer to acquire certain Products offered by the Merchant. When the Customer chooses to pay with the Payment Methods associated to its Account, the Customer authorizes the Merchant to submit charges (and, in the case of refunds, credits) to that specific Payment Method. The Customer is responsible for any charge and related fee that may be imposed for the use of such specific Payment Method.

5.6 You acknowledge and agree that your purchases of Products are transactions between you and the Merchant, and not with RukiPay, or any of its affiliates. RukiPay is a party to your Payment Transaction for the purchase of Products.

5.7 You agree not to disguise, or interfere in any way with the IP address of the device you are using to access the Services or otherwise take steps to prevent us from

correctly identifying the actual IP Address of the device you are using whilst accessing the Services.

5.8 You acknowledge that the Services, like other Internet applications, are not secure and we do not guarantee the prevention or detection of any unauthorized attempts to access the Services.

5.9 Without prejudice to the right of initiating legal proceedings or reporting the fact to the relevant authorities, in the event that we have reasons to believe that you are making any illegal and/or unauthorized use of the account, we reserve the right to restrict your access, suspend or cancel your Account without prior notice. Illegal and/or unauthorized use of the Services includes but is not limited to:

- a) using the Services without satisfying the age requirement of at least 18 years old;
- b) submitting false, inappropriate or inaccurate account details or personal data to us;
- c) registering and/or using more than one Account;
- d) engaging in any illegal and/or fraudulent activity;
- e) acting in a manner that is detrimental to the conduct of our business or which may result in legal liability for you, us or a third party; and
- f) providing, creating or disseminating computer viruses.

5.10 We will operate RukiPay app with the reasonable skill and care of an online service provider based on the relevant industry standard.

5.11 We will use our reasonable endeavors to maintain the operation of the Services. Whenever it is necessary to temporarily suspend the Services for operational or other reasons, we will use our reasonable endeavors to re-establish the provision of the Services.

5.12 The Customer acknowledges and agrees that the Payment Transaction executed using RukiPay App, may be subject to limits and conditions imposed by the applicable legislation, any regulation authority and the credit card associations.

5.13 We may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party so as to enable or facilitate the provision of the Services to the Customer.

5.13 We reserve the right to refuse to process of a Payment Transaction where such Payment Transaction is not complaint with the applicable legislation, any regulation authority codes of practice or our policies or operations standards.

5.14 You agree and acknowledge that the e-money issuer service and payment processing services provider are rendered by a trusted third party service provider.

5.16 The Customer acknowledges and agrees that the Funds available in the Account have the sole purpose of allowing Customers to acquire products and/or services, and that none of these Funds shall be considered as a credit granted by us to you.

6. Keeping your PIN secure

6.1 You must do all that you reasonably can to keep the Account and the PIN safe at all times and not disclose them to any third party.

6.2 You must never; (i) allow anyone else to use the PIN, access to the Account or other security details; and(ii) give the PIN to anyone, authorized or unauthorized.

6.3 RukiPay via RukiPay app will never ask you to reveal any PIN, so you are the sole responsible for sharing the PIN to anyone.

6.4 The PIN will be disabled if an incorrect PIN is entered three (3) times.

6.5 You must promptly notify us of any loss or theft of the PIN and the mobile. We will suspend the PIN to prevent further use. We will not be liable for any misuse of the PIN arising out of the loss, theft or misuse of the PIN.

6.6 We will be entitled to assume that a Transaction was authorized by you where the correct PIN is entered at the point of sale or where relevant information is supplied to the Merchant that allows them to process the Payment Transaction.

7. Disputes

7.1 All complaints arising from a Customer in relation to products and/or services, shall be resolved directly with the Merchant. In case a refund proceeds to the Customer, such refund shall be executed in accordance with the refund policies of the credit cards of the Customer.

7.2 You agree to release RukiPay, their affiliates, subsidiaries, agents, provider, contractors, officers [\[1\]](#) and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. You agree that you will not involve RukiPay, in any litigation or other dispute arising out of or related to any Transaction. If you attempt to do so, (i) you shall pay all costs and attorneys' fees RukiPay, and other affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in these Terms shall constitute a waiver of any

rights, claims or defenses that you may have under your card issuer agreement, the card association rules or the applicable laws.

8. RukiPay app fees and taxes

8.1 RukiPay app does not charge any administration fees from the Customer.

8.2 The Customer is responsible for paying any taxes concerning to the Payment Transaction.

8.3 The Customer acknowledges that charges may be imposed as consequence of using certain Payment Method.

9 Intellectual property rights

9.1 The Intellectual Property Rights on Intellectual Property related to the provision of Services, its functionality and appearance, are either owned by or licensed by RukiPay.

9.2 You are expressly prohibited from:

- a) reproducing, copying, sharing, editing, transmitting, uploading, modifying, altering, incorporating into any other materials, removing, commercializing or using any Intellectual Property related to the provision of Services and the RukiPay app, its functionality and appearance;
- b) Doing anything which may be seen to take unfair advantage of the reputation and goodwill of RukiPay's business in general; and
- c) Doing anything that could be considered an infringement of the Intellectual Property Rights owned and/or licensed to RukiPay without first obtaining the written permission of the owner of the Intellectual Property.

10.1 How we use your personal information

10.1 By accepting these Terms, you accept our Privacy Policy.

10.2 This clause sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

10.3 By creating an Account, you are accepting and consenting to the processing of your personal data as set out in this clause.

10.4 For the purposes of this clause, your personal data (“**Customer’s Information**”) may be:

- a) information you give to us: this includes, without limitation, your name, address, email address and phone number, financial and credit card information, personal description, proof of your identity or address, authorization to use third party funds to pay for a Payment Transaction, and any other information you submit when registering to use the Services, subscribe to our mailing list, leave us your feedback or report a problem with our RukiPay app or Services;
- b) Information we collect about you: this includes, without limitation, any information we collect about you related to your usage of the RukiPay app and the Services, including information on the payments made by you, and the nature of the services and products purchased; and
- c) Information we receive from other sources: this this includes, without limitation, information we receive about you if you use any of the other websites we operate or the other services we provide, or information we receive from third parties (including, for example, business partners, sub-contractors, advertising networks, analytics providers, search information providers, credit agencies or other agencies).

10.5 We may use Customer’s Information in the following ways:

- a) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- b) to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- c) to contact you for your views on our services and to notify you occasionally about important changes or developments to our RukiPay app or to our Services;
- d) to manage our RukiPay app and Services, for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- e) to improve our RukiPay app, Services and any services and products provided by us;
- f) as part of our efforts to keep our RukiPay app and the Services safe and secure;
- g) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- h) to make suggestions and recommendations to you and other Customers about goods or services that may interest you or them;

- i) to maintain and develop our commercial relationship with you; and
- j) to evaluate any financial risks, verify any risks of money laundering, prevent fraud and make any reports that we are required to make by the applicable law.

10.6 We may combine information we receive from other sources with information you give to us and information we collect about you. We may use this combined information for the purposes set out above.

10.7 We do not sell, rent, or otherwise provide Customer's Information to third parties, except where (a) we obtain your consent; (b) it is necessary to provide you with our Services; (c) we are required or authorized by law; or (d) as described in clause 10.9.

10.8 We may share Customer's Information with:

- a) any of our employees or any member of our group or their employees, where "member of our group" means our subsidiaries, our ultimate holding company and its subsidiaries;
- b) our third party consultants, (sub-)contractors, suppliers or other service providers who may access your personal information to provide services (including but not limited to IT support services) to us in order to enable us to perform any contract we enter into with you;
- c) auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes;
- d) analytics and search engine providers that assist us in the improvement and optimization of our RukiPay app and the Services;
- e) our successors in title, our prospective sellers or buyers of our business;
- f) government bodies and law enforcement agencies and in response to other legal and regulatory requests;
- g) any third party where such disclosure is required in order to enforce or apply any contract we enter into with you;
- h) any third party for the purposes of protecting the rights, property, or safety of our company, our customers, or others (including, without limitation, you). This includes exchanging information with other companies and organizations for the purposes of verifying your personal identification or address, fraud protection, anti-money laundering measures and credit risk reduction;

10.9 By submitting your Customer's Information, you agree to transfer, storing or processing this information outside your country of residence or the Cayman Islands. It may also be processed by staff operating outside your country of residence or the Cayman Islands who work for us or for one of our service providers. Such staff may be engaged in, among other thing, the processing of your payment details ant the provision of support services. We will take all steps reasonably necessary to ensure that the Customer's Information is treated securely and in accordance with this clause. All information you provide to us is stored on our secure servers. Any Payment Transactions will be encrypted using SSL technology.

11. Suspension of the Services

11.1 In addition to our right to suspend the Services, we reserve the right to, at any time, suspend the Services for repairs, maintenance or improvements. In the event that we suspend the Services in accordance with this clause, we will use our reasonable endeavors to give you prior notice, unless the Services are suspended due to suspicion of security breach or fraud.

11.2 Where the Services provided to you are suspended due to suspicion of security breach caused or fraud committed by you, RukiPay reserves the right to:

- a) request that you provide information in accordance with clause 4.2; and
- b) at its sole discretion, restrict your access, suspend or terminate your Account without provision of any notice

12 Term and termination

12.1 These Terms will remain in full force and effect until you close your account.

12.2 If you wish to cease being a Customer, you can do so at any time by closing your Account.

12.3 RukiPay app may, for any reason and at any time, restrict your access, suspend or terminate your Account by sending you notice to your email as indicated in your account details.

13. Our right to vary these terms

13.1 We may revise these Terms from time to time. Every time you use our Services, the Terms in force at that time will apply to the provision of the Services to you.

13.2 Except as provided in clause 13.4, whenever we revise these Terms, we will keep you informed and give you at least one month's written notice before the

changes take effect. We will also state that these Terms have been amended and the relevant date at the top of this page.

13.3 Upon receipt of the notice specified in clause 13.2, if you wish to terminate your Account, you may do so by giving us at least 10 days' notice before the changes take effect. If after expiry of the notice period you continue to use the RukiPay app or Services, you will be deemed to have accepted any changes to these Terms.

13.4 We reserve the right to make changes to the RukiPay app and the Services from time to time without any prior notice to you provided that such changes have no material adverse effect on you.

14. Liabilities

14.1 We shall not be liable for any damages or losses (including, without limitation, in, consequential, special, incidental, or punitive damages) caused in whole or part by:

- a) payments made to unwanted recipients or payments in incorrect amounts due to input of incorrect information by the Customer;
- b) delays, losses, errors or omissions resulting from failure of a telecommunications or any other data transmission system;
- c) the suspension of the Services or on the availability of RukiPay app due to failures, delays, interruptions or otherwise; or
- d) any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.2 You agree to indemnify and hold us harmless from any liabilities, claims, losses or demands made by any third party arising from your misuse of the app, the PIN or the Services, which includes but is not limited to your breach of these Terms or a breach by you of any applicable law or rights of any third party. You also agree to fully cooperate in the defense of any claim that we may have to respond as a result of your misuse of the app and Services.

14.3 We are not responsible for any products you purchased from the Merchant. The purchase agreement is between you and the Merchant that sells the product. We do not control the Merchant, the quality or supply of the products. We do not give any undertaking that the products will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties. We shall have no liability for defects on any Product purchased or paid by the Customer through RukiPay app and shall not be liable for any charges, fees or other taxes in respect of such goods or services.

14.4 We shall have no liability for defects on any goods or services purchased or paid by the Customer through RukiPay app and shall not be liable for any charges, fees or other taxes in respect of such goods or services.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

15.2 In case such event takes place that affects the performance of our obligations under these Terms:

- a) we will contact you as soon as reasonably possible to inform you; and
- b) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of such event.

16. Communications between us

16.1 Any reference to "in writing" in these Terms, will include e-mail.

16.2 If you wish to contact us in writing for any reason, you can send us an email at info@rukipay.com.

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail, phone or by pre-paid post to the address, phone number or email you provide to us as in your account details.

17 Governing law and jurisdiction

17.1 These Terms are governed by and construed in accordance with the laws of Cayman Islands.

17.2 You and we both agree that the courts of Cayman Islands have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms (including non-contractual disputes or claims).

17.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18 Other important Terms

18.1 These Terms together with the documents referred to in it, contains the entire agreement between us for your use of the Services.

18.2 If any part of these Terms is held unenforceable, that part shall be enforced to the maximum extent permitted by law so as to give effect to the intent of the parties, and the remaining part of these Terms shall continue in full force and effect.

18.3 These terms are between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts or otherwise.

18.4 We may transfer our rights and obligations under these Terms to another organization without notice to you, but this will not affect your rights or our obligations under these Terms.

18.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.6 All designs, text and graphics, layout and arrangement and all intellectual property rights therein are the property of RukiPay. Any use of the materials, their reproduction, modification, distribution or republication without express prior written consent is strictly prohibited.