

# Terms and Conditions

The Zikicash online money transfer service (“Service”) is provided by Two Kuva Ltd (trading as Zikicash.com) (“we” or “us” or “Two Kuva”). Two Kuva is a limited liability company established in the United Kingdom with registered office at 4 Old Park Lane, London, England, W1K 1QW, United Kingdom (company registration no. 11323752).

Two Kuva Ltd is a payment institution authorised and regulated by the Financial Conduct Authority (“FCA”) in the United Kingdom (Reference no. 818445 – see [www.fca.org.uk/register](http://www.fca.org.uk/register)) for the provision of money remittance services. These terms and conditions only apply for money transfers initiated online through our website or subdomains of <https://kuva.com>, and/or <https://zikicash.com> (“Website”) or mobile phone application made available for residents of the United Kingdom (“App”). For other terms and conditions please visit <https://zikicash.com/terms-and-conditions>

The Service allows a sender to initiate a money transfer (“Sender”) via our Website or App to a natural person designated by the Sender (the “Recipient”) as a single transaction (a “Transfer”). The Recipient may then, depending on the Sender’s selection and availability of each product in the receive country: (i) collect a Transfer in cash at an Authorised Agent location in the designated receive country (“Cash Pickup”); (ii) receive the Transfer into a bank account or other type of account (i.e. mobile wallet) designated by the Sender (“Account Deposit”); or (iii) receive the Transfer through personal delivery through our partners in the designated receive country (“Home Delivery”). Services will vary between jurisdictions, and some jurisdictions may not have a particular service available for Recipients.

A Transfer can be funded by the Sender directly through bank payment method offered by Two Kuva Ltd, or other payment methods that are

added from time-to-time, such as credit or debit card payments, or mobile money payments.

The Service is only available to persons 18 years and over and may not be used for any unlawful purpose, which includes, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute money laundering or terrorist financing under applicable law or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities, tax evasion or under orders of any court of law.

In order to use the Service, the Sender must set up a profile through our Website or the App (“Profile”). The Sender is required to update their personal information contained in the Profile in case of any changes before making a Transfer. To close a Profile please contact our customer service using the contact form available on your account.

We may terminate or suspend the access to a Profile at any time, including without limitation, if: (a) the Sender attempts to transfer or charge funds from a credit or debit card that does not belong to the Sender; (b) the Sender’s card issuer attempts to charge back a Transfer on the basis of a dispute related to a Transfer; (c) the Sender provides incorrect or false information about himself, its debit or credit card details or about a Recipient; (d) the Sender has breached these terms and conditions; (e) we determine that the Profile has been inactive for a substantial time period; or (f) we believe that a Transfer has been used for an unlawful purpose.

Prior to a Transfer being submitted by the Sender, we will make available the following information depending on the Sender’s selection: (i) the amount to be sent by the Sender (“Send Amount”) (ii) the amount the Recipient will receive; (iii) the fees that the Sender will be charged for a Transfer (“Fees”); (iv), an indication of the exchange rate that will

apply to a Transfer; and (v) indicate the execution time, if applicable (e.g. when the funds will be made available to the Recipient).

In order to complete the submission of a Transfer via our Website or the App, the Sender shall ensure they have firstly completed any Know Your Customer (“KYC”) processes on the Website, or as requested by Kuva staff through our email or via our Service: (i) confirm the acceptance of these terms and conditions, (ii) provide its consent to the execution of the Transfer, and (iii) confirm that the information submitted in the online form is true and accurate in all respects (in particular when providing account details for Account Deposits). In certain cases, we may require additional information from the Sender including, but not limited to, further background information relating to a Transfer and we will either contact the Sender directly or ask the Sender to contact us to obtain the additional information before a Transfer can be successfully completed.

A Transfer will be accepted, and a valid binding contract entered into, once we send an e-mail and/or SMS to the Sender, and the sender logs in to the Website and can view the following information: (i) the alphanumeric 9 digit reference number which the Recipient will require in order to receive a Transfer (“Redeem Code”); (ii) a confirmation of the exact amount to be made available to the Recipient in the selected pay out currency (“Receive Amount”); (iii) a confirmation of the Fees that have been charged, (iv) the exchange rate applied to the Transfer; and (v) the execution time (e.g. when the funds will be made available to the Recipient) (“Acceptance”).

We may, at our sole and absolute discretion, refuse to accept a Transfer where: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; (c) it may be linked with fraudulent or illegal activity or used for an unlawful purpose; or (d) we have taken a decision to do so in accordance with our internal policies. In such cases, we will

endeavour where allowed by law and our internal policies to provide the reason for refusing to accept the Transfer.

If payment in relation to a Transfer is not received from the Sender within 48 hours, the Transfer will be cancelled.

Upon Acceptance of a Transfer, the Recipient may collect the Receive Amount from a CBZ branch during their opening hours, subject to local restrictions and compliance with regulatory requirements. Depending on the delivery option selected by the Sender, the Recipient will be able to collect the Receive Amount immediately upon payment from the Sender being captured and the transfer approved. ("Immediate Service"), or next day (which will either be from 7:00am local time or after 24 hours of the Transfer being sent, depending on the availability ("Next Day Service"), or after 48 hours of the Transfer being sent ("48 Hour Service"). Further additional restrictions may apply.

The Sender is responsible for notifying the Recipient when the Receive Amount will be ready for collection, although the Recipient may also have been sent an SMS with the Redeem Code if their details were provided when the Sender was booking the transfer.

To collect the Receive Amount, the intended Recipient will be asked to identify themselves by providing an identification document and their own details, the Sender's name, country of origin, the Receive Amount and the Redeem Code ("Collection Details"). Cash payment shall be made to the person that our agents and partners deem entitled to receive the Receive Amount after examination of the identification document.

Identification requirements for Recipients will vary by country. The Sender is required to ensure that the details of the Transfer as well as the Redeem Code is not disclosed to any third parties or made publicly available, except for the disclosure to the chosen Recipient. If the Sender discloses any Collection Details to anyone other than its chosen Recipient then (i) the Sender can make it easier for someone to

impersonate the Recipient and collect the Transfer in the Recipient's place; and (ii) we will not be liable if we pay the money to someone (other than the Recipient) who gives our agent or partner (a) the Collection Details and (b) evidence of identification which our agent or partner reasonably believes is valid.

In case the Transfer has not been collected within 90 days by the Recipient, we will treat the Transfer as no longer capable of execution ("Expired Transfer"). We will have no obligation, after that 90-day period, to execute an Expired Transfer.

If an Expired Transfer occurs, we will attempt to contact the Sender to arrange for a refund of the amount of the Expired Transfer. If the Sender becomes aware that a Transfer has not been collected, the Sender should contact us to ask for a refund.

Upon Acceptance of a Transfer, we will make available the Receive Amount to the specified account within the execution time notified to the Sender. Transfers to mobile wallets, prepaid cards and similar accounts are usually completed within a few hours. 6.2. For (i) Transfers to a bank account outside of the European Economic Area ("EEA"); or (ii) Transfers to a bank account with more than one currency conversion from EUR and the currency of a EEA country, which is not part of the Eurozone; or (iii) Transfers which are cross-border to a bank account not taking place in EUR, the Recipient will obtain the money within four business days at the latest.

Upon Acceptance of a Transfer it becomes irrevocable. However, the Sender is entitled to cancel a Transfer if the Transfer has not yet been collected or received by the Recipient or credited into the Recipient's account. The Sender can request to cancel a Transfer via our Website, using the Help and Support functionality within their profile. Where a Transfer is cancelled, we will only refund the Send Amount. Where a Transfer was not authorized by the Sender or has not been executed correctly by us, we will refund the Send Amount and the Fee in

accordance with applicable law provided (i) the Sender has notified us about it without undue delay upon becoming aware of it, and (ii) the situation is not due to abnormal and unforeseeable circumstances outside of our control.

The Sender must notify us as soon as possible in case a Transfer was not authorized or has not been executed correctly. We will not process a refund if the Sender unduly delayed telling us about the problem and in any event told us more than 13 months after our Acceptance of a Transfer.

The Sender is required to pay the Fee for a Transfer via the selected payment method which is the only Fee we charge to a Sender. The Sender's card issuer or bank may charge the Sender a fee in connection with its payment for a Transfer. In certain receive countries, local taxes and services charges may be levied at the time of collection. For Account Deposits, the Recipient may be charged by their bank or account provider for receiving money on their account. Where the Sender pays for a Transfer in one currency and selects it is paid out in another currency, the Send Amount will be converted using our exchange rate. Our exchange rate is based on the closing rates available on the financial markets globally plus a margin. Exchange rates are subject to variations on the financial markets which we cannot influence and may change several times a day. For Cash Pickup Transfer to a receive country outside of the EEA, if the Receive Amount is stated in USD and the collection location does not pay out in USD, the Send Amount will be converted into the local currency using our or the agent's standard exchange rate.

**Our Liability:** We have no obligation to execute a Transfer if (a) we are unable to obtain satisfactory evidence of the Sender's identity; (b) we have reason to believe that the information provided by the Sender is incorrect, unauthorised or forged; (c) the Sender provides us with incorrect or incomplete information; or (d) in case of clause 3.4. We shall not be liable for damages resulting from non-payment or delay in

payment of a Transfer to a Recipient or failure to perform a Transfer under the Service by reason of any of these matters. We will not be liable if we break this agreement because of abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this agreement despite all efforts to the contrary (such as force majeure events). We will not be liable for any incidental, indirect or consequential damages suffered by the Sender. Nothing in this clause shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence or fault; or (b) exclude liability for our wilful misconduct, gross negligence or fraud.

Data Protection and Privacy; The Sender consents to the collection, use, disclosure and transfer (including cross-border transfer) of its personal information as described in our Privacy Notice, which is available on our website at <https://zikacash.com/privacy-notice>. We are legally obliged to process the Sender's and the Recipient's personal data for the prevention of money laundering and terror financing, in particular under Regulation (EU) 2015/847.

Customer Service and Complaints; We are committed to ensuring that the Sender receives high quality service from us. In the event that a Sender is dissatisfied with our Service or believe that a Transfer has not been correctly executed, the Sender should contact us as soon as possible. For questions, complaints or other matters the Sender can contact us as follows:

- Email: [transfers@kuva.com](mailto:transfers@kuva.com)
- Mail: Two Kuva Ltd, 4 Old Park Lane, London, England, W1K 1QW

We will deal with a complaint promptly and fairly. We will try our best to resolve the complaint at the first opportunity. The Sender agrees that we may communicate with him via email and in the English language. In case we feel we need more time to resolve a complaint, we will send the Sender a final response letter within 15 business days of receipt of a complaint. In exceptional circumstances, we will send the Sender a

holding reply within 15 business days specifying the deadline by which the Sender will receive our final response, being no later than 35 business days from the date of the initial complaint. If the Sender does not receive our final response or the Sender is unhappy with our final response, the Sender can write to The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Phone: 0800 023 4567; Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The Sender should do so within 6 months from the date of the final response.

11.3. The European Commission has made available a leaflet when making payments in Europe for consumers.

## 12. Governing Law

12.1. The terms and conditions (as well as any non-contractual relationships connected with it) are subject to English law and the English courts shall have non-exclusive jurisdiction for any disputes. The foregoing shall be without prejudice to the Sender's statutory rights.

12.2. A person who is not a party to the contract between the Sender and us shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this contract.