

Introduction:

These Terms and Conditions shall govern the use of the Aani application and its associated Aani services, that form the relationship between the Users ("you" or "your") and Al Etihad Payments Company – Sole Proprietorship L.L.C. ("AEP", "we", "us", and "our").

By using the App and the Services, you expressly agree to be bound by these Terms and Conditions, and/or any amendment to them thereafter from time to time.

Therefore, you are advised to carefully read and understand these Terms and Conditions before using any Services provided by AEP.

Using the App and Providing Information:

You may use the App to initiate and request payments, view transactions, and retrieve your account balance. To be able to use Aani Services, we may require certain information from you, such as payment account details.

By using Aani App, you represent and warrant that all the information provided to your account provider is accurate, valid, updated, and free from any misrepresentations.

It is important to note that impersonating another person and using his or her personal information.

to subscribe to the Aani App is a criminal offense, and you will be held liable and subject to prosecution as a result. Al Etihad Payments or your account provider may also take any other action deemed fit.

You acknowledge that your information will be stored by us for a period of 5 years, or as long as required by the applicable laws and regulations in the UAE. This information may be disclosed to third parties within and outside UAE for regulatory requirements, statistical purposes, and other reasons in accordance with relevant laws and regulations.

Identity Verification:

Your account registration on the App is subject to verification and authorization by your Account Provider using the strong customer authentication tool provided by the Account Provider.

You understand that you may not share any passwords, PIN codes, OTPs, payment account details, or IDs related to you or your transactions or account. You will be held responsible for any disclosure of such information and for any losses incurred as a result of such disclosure or by any act of negligence. All transactions initiated by you through Aani shall be your sole responsibility.

Payments:

Our Services provide you with the ability to initiate electronic fund transfers via the Aani Scheme including but not limited to Send Money, Request Money, Split Bill, QR Code-based Payments, and any other Services that may be provided through the Aani app in the future.

Before completing any payment, it is important to ensure the accuracy of all information and to select the correct beneficiary, including the mobile number, or any other accepted form of identification by Aani. By initiating a transaction, you explicitly consent to the processing of your personal data, which is necessary to complete the transaction.

AEP will not be responsible for any disputes that may arise from your use of Aani Services. In the event of any disputes related to but not limited to purchases from merchants, payment of bills, or funds transfers to beneficiaries, or any other services provided by Aani app, claims should be directed towards the merchant, biller, or beneficiary, as applicable, and not towards AEP.

Payment Execution and Compliance:

As Payments initiated by you through the App are instant, requests for amendments cannot be accepted. However, you may request your Account Provider to initiate a request to reverse the payment. In case of any payment issues, please contact your Account Provider for further assistance.

Use of our Services for payment initiation or account balance inquiry is subject to your Account Provider's verification, authorization, and approval. Your account balance is only visible to you, and this information is not stored by AEP. By initiating a payment, you authorize your Account Provider to debit your account.

You confirm that all payments will be compliant with applicable laws and regulations and will not be fraudulent or for fraudulent or criminal purposes.

Please note that while we strive to provide a seamless experience, Aani Services are not guaranteed to be available or functioning without interruption or free of errors. Certain bugs and errors may not be rectified instantly.

We shall not be held liable if we, or your Account Provider are unable to initiate or complete any transactions instructed by you for any reason beyond our control, including but not limited to insufficient funds, disruption of Services, and force majeure events. AEP reserves the right to decline to carry out any payments or other uses of the Services if fraud is suspected, in case of a breach of these Terms and Conditions by you, or if there is a violation, or suspected violation, of applicable laws and regulations.

Additionally, you acknowledge that payments may experience delays due to the App's or a third party's compliance with obligations under applicable legislation.

It is your responsibility to ensure that the beneficiary's mobile number or other identification is linked to their account for transfers before confirming the payment. AEP cannot be held liable for any loss resulting from incorrect, incomplete, or erroneous account identification provided.

It is important to note that the payments will be processed solely based on the account identifier you provide (i.e. mobile, email, etc), and it is your responsibility to check the beneficiary name retrieved by Aani when initiating a payment. By authorizing the payment, you assume full responsibility and authorize us to initiate the payment with the applicable charges and value-added tax (VAT), as applicable.

You understand that we will not be liable for any loss or damage resulting from a delay in transmission or non-delivery of a payment or any mistake, omission, or error in transmission or delivery for any reason whatsoever, including misinterpretation or the action of the sending or receiving Account Providers, or any act beyond our reasonable control.

By authorizing the payment request, you give your explicit consent to the retrieval, processing, transmission, and storage of your personal data, which is necessary for the execution of the payment request.

Payments to Merchants:

You can use the App to make payments to merchants who accept Aani. Please note that you are solely responsible for ensuring that you are paying the right merchant, and that you have sufficient funds in your account to make payments.

Fees and Charges:

By using any of Aani Services, you agree to pay any fees associated with your usage to your respective Account Provider, as per their terms and conditions.

Payments limits and Security:

To ensure your protection, we have established an amount limit for all types of payments. If any of your payments exceed this limit, they will be declined. We reserve the right to modify or introduce new limits in number or amount applicable to payments to enhance security for all our customers and to comply with regulations, including those related to preventing and combating money laundering and terrorist financing activities. We have also established a limit for the number of requests to pay.

Account Security and Responsibility:

You are solely responsible for the security of your account and must refrain from sharing any passwords, PIN codes, IDs, Biometrics, OTP, or any other authentication information (the "Codes") related to secure customer authentication or payment authorization with any person.

Any losses sustained due to disclosure resulting from your sharing of such Codes shall be your sole responsibility and liability.

Please note that we will not be held liable for any damage sustained to you as a result of sharing any of the above-mentioned Codes, nor will we reimburse you for any losses, including consequential losses. All payments initiated by you using our Services are your sole responsibility and liability.

To avoid any errors or discrepancies, please ensure the accuracy of entered details including the payment amount and beneficiary details prior to initiating, authorizing, or accepting any payments, as these cannot be reversed once completed. In case of any wrongful completion of a payment, you will be required to contact your Account Provider for assistance. You acknowledge that if a third-party gains access to your App, Account, or Codes, they would be able to carry out payments.

Account Access and Payment Authorization:

All payments made from your account will be regarded as originating solely from you. If you enable the feature that allows you to log in using your fingerprint, Face ID, or any other biometric authentication on compatible devices, you agree not to grant such access rights to anyone else.

By using such access rights, you are deemed to have expressly authorized Aani app to carry out all payments requests and actions received from you after authentication by fingerprint, Face ID, PIN, or any other authentication enabled by you. You are fully responsible for all payments initiated from your account, whether they occur with or without your knowledge and authority.

We cannot be held liable for any losses that may occur if you send us erroneous or duplicate payment instructions.

By using Aani Service, you consent to us being able to download and install updates to the Service on your device.

Please note that our records containing your payment instructions as received shall be considered material evidence of such payment instructions when issued and shall be legally binding upon you. Therefore, you hereby waive any right to contest or dispute their validity.

Prohibited Activities:

It is prohibited to use your Account for any illegal purposes, including but not limited to, fraud and money laundering.

Third-Party Service Providers:

AEP reserves the right to assign or engage third-party agents or service providers to provide some or all of Aani Services. Please note that neither AEP nor any third party or agent shall be liable for any loss, damage, delay, or failure to perform caused by the acts or omissions of any such third party or agent. Moreover, AEP will not be held liable for any third party's negligence, act, or failure to act, and will not be involved in any dispute between you and any third-party Service provider, whether or not appointed by AEP.

QR Payments:

When you use Aani app for merchant payment Services by scanning a QR Code or sending money, the payments made will be charged to your account. It is your responsibility to verify the amount charged to your account and the merchant details before confirming the QR payment, AEP shall not be held liable if a QR payment transaction fails to process, experiences delays, is incomplete or unauthorized interception or misuse of QR Payments occurs due to any reason whatsoever. Therefore, you shall be responsible for all QR payments made on your account.

User Access and Account Closure:

You may notify your Account Provider at any time of your intention to deactivate Aani in your payment account. Please note that account deactivation time is reliant upon your Account Provider.

You may opt out of using our Services at any time without the need to notify AEP.

Termination:

You may terminate your use of the App and the Services at any time by deactivating Aani for your payments account. Please contact your Account Provider on how to deactivate Aani. AEP may also terminate your Aani service at any time without notice.

Indemnification:

You agree to indemnify, defend, and hold us, our licensors, and affiliates (including employees, directors, agents, and representatives) harmless from any and all claims, costs, actions, suits, chargebacks, fees, demands, and associated losses, damages, liabilities, judgments, tax, penalties, interest, and expenses (including reasonable attorneys' fees). This applies to any claim, action, audit, investigation, inquiry, or other proceeding initiated by a person or entity that arises from or is related to:

- Any actual or alleged breach of your representations, warranties, or obligations as set forth in these Terms and Conditions, including any violation of our policies or rules.
- Any actual or alleged infringement, misappropriation, or violation of any third-party rights or applicable law by trademarks used in connection with the Aani Services.
- Your use of the Service.
- Any transaction submitted by you through the Service.

Please note that this clause shall remain valid after the deactivation and deletion of your Aani Service.

Limitation of Liability:

We strive to provide reliable and secure Services, but we provide our Service "as is," and we cannot guarantee that it will always be safe, secure, or work perfectly. Moreover, to the extent permitted by law, we disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Our liability for anything that happens through the App is limited to the extent that the law permits. We cannot predict all the possible impacts of any issue that may arise with our Service. You agree that we will not be responsible, or liable, for any lost profits, revenues, information, or data, or for any consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms and Conditions, even if we know they are possible. This includes situations where we delete your content, information, or account.

Intellectual Property:

We take the protection of our intellectual property seriously. The App and its contents are protected by intellectual property laws, and you may not copy, reproduce, or distribute the App or its contents, our name or Logo without our prior written consent.

In case of emergency:

If you lose your device, suspect that your security features have been compromised, or if there has been an attempt to misuse or unauthorized use of your account, please contact your account provider immediately. Your account provider may suspend your account to prevent further misuse.

Governing Law:

These Terms and Conditions constitute the entire agreement between you and us. We may update these Terms and Conditions from time to time without notice, and if any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain in effect. These Terms and Conditions are governed by the laws of the United Arab Emirates, and any disputes arising will be resolved by the courts of the United Arab Emirates.

Changes to Terms and Conditions:

We reserve the right to amend our Terms and Conditions and/or introduce new Services, fees, and charges, and/or modify the fees on any Services at any time, unless otherwise required by Law.

If you continue to use the Service, you will be bound by the updated Terms and Conditions. If you do not agree to these or any updated Terms and Conditions, you will be unable to use our Services and may delete your account.