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**International: Terms and Conditions for Mutual Technologies, DBA, Zhanni Money Transfer Services**

IT IS IMPORTANT FOR YOU TO READ AND UNDERSTAND OUR TERMS AND CONDITIONS BEFORE YOU ACCEPT THEM. THEY CONTAIN LIMITATIONS ON THE SCOPE OF MUTUAL TECHNOLOGIES, DBA, ZHANNI AND BANK’S OBLIGATIONS TO YOU, AS WELL AS LIMITATIONS AND EXEMPTIONS FROM MUTUAL TECHNOLOGIES, DBA, ZHANNI AND BANK’S LIABILITY TO YOU FOR DAMAGE THAT YOU MAY SUFFER AS THE RESULT OF A MUTUAL TECHNOLOGIES, DBA, ZHANNI MONEY TRANSFER. THE RESPECTIVE PROVISIONS ARE HIGHLIGHTED IN BOLD. IN USING THE MUTUAL TECHNOLOGIES, DBA, ZHANNI SERVICE, YOU AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS AS WELL AS ANY APPLICABLE LAWS.

Our Terms and Conditions use the following definitions:

1. **“Bank”** means the issuing bank – Evolve Bank & Trust
2. **"Destination Country"** means the country in which the Recipient receives money through the Service.

b.   " **Payment Method**” refers to the options available to the Sender to fund a money transfer through the Mutual Technologies, DBA, Zhanni Online Service, which may vary from country to country and may include bank accounts and other payment methods.

c.    **“Prohibited Purpose**" refers to any unlawful purpose; including but not limited to, making or receiving payments for gambling services, gambling chips or gambling credits; or sending a payment to yourself as the Receiver to evidence financial soundness (RISK OF FRAUD); or sending or receiving money on behalf of someone else.

d.   " **Receiver**" refers to the person named as the beneficiary of the money transfer.

e.   " **Sender**" refers to the person who initiated a money transfer through the Mutual Technologies, DBA, Zhanni Online Service.

f.    " **Transaction**" refers to every money transfer that You initiate through the Mutual Technologies, DBA, Zhanni Online Service.

g.   " **Mutual Technologies, DBA, Zhanni**", "**We**", " **Our**" or "**Us**" refers to Mutual Technologies, DBA, Zhanni International Limited and its affiliates or agents insofar as these assume operations which otherwise would have to be performed by Mutual Technologies, DBA, Zhanni to provide the Mutual Technologies, DBA, Zhanni Online Service.

h.   " **Mutual Technologies, DBA, Zhanni “Online Service**" refers to money transfer services which Bank provides through the Mutual Technologies, DBA, Zhanni Website.

i.    " **Mutual Technologies, DBA, Zhanni “Website” or “Smartphone App/Wallet”** refers to the website which Bank operates to provide online money transfer services and to the Mutual Technologies, DBA, Zhanni mobile application (if available); and

j.     " **You**”, **“Yours”** or **“Your"** refers to every and any person using the Mutual Technologies, DBA, Zhanni Website as a Sender

**1.          ABOUT US**

1.1.   Mutual Technologies, DBA, Zhanni® Online Service is offered by our partner’s Issuing Bank, Evolve Bank & Trust \*

1.2.   Customers may obtain information about Zhanni via the website: [www.zhannipay.com](http://www.zhannipay.com). Mutual Technologies, DBA, Zhanni can also be contacted by email sent to info@Zhannipay.com.

1.3.   Bank is licensed as a banking institution in the United States, to carry out international money transfers.

**2.          OUR SERVICES**

2.1.   Mutual Technologies, DBA, Zhanni Online Service offers money transfer services through arrangements with its correspondent agents. You must be at least 18 years old and hold a demand deposit or checking account in the United States to use the Mutual Technologies, DBA, Zhanni Online Service. Each money transfer is given an individual transaction number.

2.2.      By completing and consenting to the information required to make a money transfer order and by accepting these Terms and Conditions, the Sender instructs Bank to execute a specific money transfer in respect of such order, as accepted by Bank, subject to these Terms and Conditions. Every individual money transfer order constitutes a separate agreement between Bank and the Sender, which is limited to the execution of a specific money transfer in respect of such order only. Neither We, nor Bank have obligations to any other party. At no moment in time is a framework or master agreement concluded between You and Bank, which obliges Bank or Us to execute each and every individual and subsequent money transfer transaction. The Sender shall inform the Receiver of the money transfer accordingly.

2.3.      Subject to statutory or regulatory requirements, We undertake to make funds available for collection by the Receiver at the latest at the end of such day following the day on which the funds were received (**“Day of Receipt**”). The moment of receipt is such moment when Bank receives the funds to be transferred and the fees associated with said transfer. Account-based transfers generally can take up to 5 business days, though mobile wallets are often available within minutes. For regular money transfers the funds are normally available for collection within minutes, subject to the local receiving bank’s business hours. For some countries, the service may be delayed, or other restrictions may apply. If You require further information, please contact the telephone number stated in clause 1.2 of these Terms and Conditions.

2.4 **Electronic Fund Transfers (EFTs) and Account Balances.** Mutual Technologies, DBA, Zhanni partners with financial services software company. By creating a Mutual Technologies, DBA, Zhanni account and initiating bank deposits or withdrawals, you agree to the terms of service associated with Mutual Technologies, DBA, Zhanni partners. You must comply with the Partner Terms when creating or using your Mutual Technologies, DBA, Zhanni Account. The Partner Terms may be modified from time to time, and the governing versions are incorporated by reference into these Terms & Conditions. Any term not defined in this section but defined in the Partner Terms assumes the meaning as defined in the Partner Terms. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PARTNER TERMS BECAUSE THEY CONTAIN TERMS AND CONDITIONS CONCERNING YOUR Mutual Technologies, DBA, Zhanni ACCOUNT, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSALS, AND ARBITRATION PROVISIONS, AND YOUR RELEVANT RIGHTS AND LIABILITIES.

2.5.   The Mutual Technologies, DBA, Zhanni Online Service provides various options to receive funds including direct to a bank account or to a mobile phone/wallet, where available. For Transactions to a bank account or to a mobile phone Mutual Technologies, DBA, Zhanni will transfer the funds to the account based on information provided by the Sender. In the event of an inconsistency between the holder of the account number (including mobile phone numbers for mobile phone accounts) and the name of the intended Receiver, the transfer will be credited to the account number provided by the Sender.

2.6.      Applicable law prohibits money transmitters from doing business with certain individuals or countries; Mutual Technologies, DBA, Zhanni is required to screen all Transactions against lists of names provided by the governments of the countries and territories in which We do business, including the US Treasury Department’s Office of Foreign Assets Control (OFAC) If a potential match is identified, Mutual Technologies, DBA, Zhanni researches the Transaction to determine if the name matched is indeed the individual on the relevant list. For this purpose, Bank and Mutual Technologies, DBA, Zhanni are entitled to request from the Sender or the designated Receiver additional details and proof of identification which may cause the Transaction to be delayed. This is a legal requirement for all Transactions processed by Mutual Technologies, DBA, Zhanni (including transfers that originate and terminate outside of the US). Mutual Technologies, DBA, Zhanni may, in certain circumstances also be required to freeze the amount of moneys received, where any refund of moneys received would constitute a violation of any applicable law (including regulations aimed at preventing fraud, money laundering or financing terrorism).

2.7.   Transfer Fees: means the fee plus any additional charges applicable to each Transaction. The specific transfer fees for a money transfer transaction are indicated within in the “Review Transfer” screen. The Sender shall bear all fees due to complete the money transfer unless applicable law in the destination country requires otherwise. In case it is required by the applicable legislation money transfer payments may be subject to local taxes and service charges. The Receiver may incur additional fees for receiving the Sender’s funds through an account-based money transfer, a mobile telephone or to a bank account. The Receiver’s agreement with his or her mobile phone service provider, mobile wallet account provider or other account provider governs the account and determines their rights, obligations, applicable fees, funds availability and account limitations. Bank or Mutual Technologies, DBA, Zhanni may charge additional fees associated with the use of an account for sending or receiving a money transfer. Neither Bank, nor Mutual Technologies, DBA, Zhanni assume any liability pertaining to costs which the Sender or any account holder incur in conjunction with the exchange rate used for the conversion into non-local currencies or for actions or omissions on behalf of the destination or interim financial services provider.

2.8.      Foreign exchange\*\* **- Not applicable to Nigeria**

a.         Money transfer payments will normally be made in the currency of the destination country. All currency is converted at Mutual Technologies, DBA, Zhanni’s then current rate of exchange. Mutual Technologies, DBA, Zhanni calculates rate of exchange based on commercially available interbank rates plus a margin. Most exchange rates are adjusted several times daily in line with the relevant closing rates of global financial markets. The exchange rate for a money transfer is indicated to You at (link to send money page) after selecting the destination country in the “Send Money Online” field, entering the amount that You intend to transfer and clicking on “Calculate”.

b.         The currency will be converted at the time of the transfer and the Receiver will receive the foreign currency amount shown during the transfer process. However, in some countries local regulations require money transfers to be converted only when they are paid out. If the Sender is sending the funds to one of these countries, the exchange rate noted above is only an estimate, and the actual exchange rate will be determined at the time of payment. Mutual Technologies, DBA, Zhanni agents may offer Receivers the choice to receive funds in a currency different from the one the Sender selected. In such instances, Mutual Technologies, DBA, Zhanni (or its agents, the mobile phone provider, or account provider) may collect additional money when they convert the Sender’s funds into the currency selected by the Receiver. If the Sender chooses a payment currency different from the national currency of the destination country, the payment currency chosen may not be available at all payment locations in that country or may not be available in small enough denominations to pay all of the money transfer. In such cases, the paying agent may pay all or part of the Sender’s money transfer in national currency. Mutual Technologies, DBA, Zhanni’s exchange rate may be less favorable than some publicly reported commercial exchange rates used in transactions between banks or other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Mutual Technologies, DBA, Zhanni will be kept by Mutual Technologies, DBA, Zhanni (and, in some instances, its agents, mobile phone provider, or account provider) in addition to the transfer fees. Additional information about exchange.

2.9.      SMS/Text – Mutual Technologies, DBA, Zhanni may offer free SMS/Text notification in some countries to indicate (to the Sender) that the transferred funds have been deposited to the Receiver’s account or that funds have been collected by the receiver or that the funds are available for collection (to the Receiver). Charges applied by the telephone service provider are the exclusive responsibility of the Sender or Receiver. Mutual Technologies, DBA, Zhanni is not responsible for any charges associated with SMS messages. If permitted by applicable law, the SMS/Text will be sent to the Sender’s and/or the Receiver’s mobile number provided at the time of transaction. Mutual Technologies, DBA, Zhanni will send SMS/Text messages to a gateway for forwarding; however, forwarding is the responsibility of third parties, and cannot be guaranteed. Mutual Technologies, DBA, Zhanni is not responsible for technical malfunctions that occur outside of its proprietary systems.

**3.          RESPONSIBILITY TO YOU**

3.1.      Bank and Mutual Technologies, DBA, Zhanni declare willingness to provide to You the money transfer services and the respective information in accordance with these Terms and Conditions in the form of individual payments and to exercise reasonable care.

3.2.      **Neither Bank, nor Mutual Technologies, DBA, Zhanni assume any liability for:**

a.    goods or services which You pay for using the Mutual Technologies, DBA, Zhanni Online Service, and here in particular their delivery.

b.   malfunctions in communication facilities over which Bank and Mutual Technologies, DBA, Zhanni have no control.

c.    the loss of data or the delay in transmissions caused by using an Internet service provider or a browser or other software over which Bank and Mutual Technologies, DBA, Zhanni have no control.

d. viruses originating from third parties.

e. errors on the Mutual Technologies, DBA, Zhanni Website or with the Mutual Technologies, DBA, Zhanni Online Service that are the result of incomplete or wrong information that You or a third party provided.

f.    the unauthorized use or interception of information prior to reaching the Website; or

g.   the unauthorized use of or unauthorized access to data in conjunction with You or Your Transactions which Bank process unless such use or such access is the result of negligence on Bank’s or Mutual Technologies, DBA, Zhanni’s behalf.

3.3.      **Bank is under no obligation towards You to initiate or execute a money transfer if:**

a.    Bank is unable to obtain sufficient evidence of Your identity.

b.   Bank or Mutual Technologies, DBA, Zhanni have reason to believe that the Transaction information is incorrect, unauthorized or forged.

c.    You have provided Bank or Mutual Technologies, DBA, Zhanni with wrong or incomplete information or Bank, or Mutual Technologies, DBA, Zhanni do not receive Your Transaction information in a timely manner to guarantee the timely execution of the requested money transfer.

**Neither Bank, nor Mutual Technologies, DBA, Zhanni assume any liability for loss or damages caused to You or any third party from the non-payment or late payment of a money transfer to a Receiver or if the Mutual Technologies, DBA, Zhanni Online Service fails or declines to execute a Transaction by reason of any of these matters.**

3.4.      Bank has the right, in its sole discretion, to refuse to provide the Mutual Technologies, DBA, Zhanni Online Service to You either partially or in full or to cancel or suspend a Transaction if such use constitutes a violation against Mutual Technologies, DBA, Zhanni regulations (including regulations aimed at preventing fraud, money laundering or financing terrorism), these Terms and Conditions and/or against applicable law, a court order or requirements of a regulatory or government authority or any other body having jurisdiction over us or, if Bank or Mutual Technologies, DBA, Zhanni consider such a step necessary to protect interests of the Bank or interests of Mutual Technologies, DBA, Zhanni. If Bank refused to provide the Mutual Technologies, DBA, Zhanni Online Service (partially or in full) to You for any of the above reasons, you will be notified accordingly if possible and you will be provided with reasons for such refusal unless Bank or Mutual Technologies, DBA, Zhanni are prevented from doing so for legal reasons. It is a breach of these Terms and Conditions to use the Mutual Technologies, DBA, Zhanni Online Service for any prohibited purpose.

3.5.      We may, in our absolute discretion, impose limits on the Transaction amount, either on a per Transaction basis or on an aggregated basis. The maximum daily transfer amount is US $2,000. With a monthly aggregate not to exceed US $6,000 depending on the Destination Country.

3.6.      Bank and Mutual Technologies, DBA, Zhanni are entitled to either partially or fully cease operating the Mutual Technologies, DBA, Zhanni Website or the Mutual Technologies, DBA, Zhanni Online Service if circumstances that are beyond Our control compel Us to take such action and which We therefore consider appropriate (“Force **Majeure**”). If the services provided on the Mutual Technologies, DBA, Zhanni Website or by the Mutual Technologies, DBA, Zhanni Online Service should be interrupted for whatever reason (whether by Us, a third-party provider or in any other manner), Bank and Mutual Technologies, DBA, Zhanni shall take adequate measures to keep the duration of this interruption as short as possible.

3.7.      Our communication with You is normally conducted via the Internet and by e-mail. However, this has no effect on Your right to contact Us in any other form (see clause 1.2 above) if circumstances require this.

**4.          YOUR RESPONSIBILITY TOWARDS BANK AND MUTUAL TECHNOLOGIES, DBA, ZHANNI**

4.1.      You agree and declare that You will pay to Bank the fees (see also clause 2.6 above) for every money transfer which You initiate via the Mutual Technologies, DBA, Zhanni Online Service.

4.2.      You must settle the basic amount of a money transfer plus Bank’s fees from Your bank account (insofar as Mutual Technologies, DBA, Zhanni permits an account-based money transfer). You consent to the basic amount of the money transfer plus Bank’s fees for the respective Transaction and that this amount is transferred from Your bank account to Bank, prior to Bank executing the transfer or any other Transaction. Prior to the final authorization of the Transaction, You will be notified of the exact amount which the Bank will debit from Your bank account.

4.3.      You consent to and acknowledge the following:

a.    The information provided to effect an online/mobile money transfer is true, accurate, current and complete.

b.   You will provide Bank or Us with any identity, verification or further information or documents as may be requested by Bank or Us.

c.    You must share the Transaction data (amount of money, Your name, Your country, name of Receiver) with the Receiver only. You are obligated to ensure that no third party can gain unauthorized access to this information. We recommend that You transfer money only to beneficiaries that You know personally.

d.   You shall not provide false, inaccurate or misleading information.

e.    You shall not use any anonymizing tool that attempts to make your activities untraceable.

f.     You shall not use the Mutual Technologies, DBA, Zhanni Online Service for Prohibited Purposes.

g.    Within the framework of the Mutual Technologies, DBA, Zhanni Online Service, you will not initiate money transfers which violate these Terms and Conditions, or any other restrictions of use or terms of use as set forth on the Mutual Technologies, DBA, Zhanni Website; and

h.   You are personally responsible for keeping Your password and Your username safe, pursuant to clause 6 below.

4.4.      In the event of loss, theft, copy or the misuse of the Transaction data (see above clause 4.3.c) You must immediately notify Bank or Mutual Technologies, DBA, Zhanni by email (see clause 1.2). Until the moment when Bank or Mutual Technologies, DBA, Zhanni has been notified You will be liable to Bank and Mutual Technologies, DBA, Zhanni for damages resulting from the improper use of the Transaction data if You have passed such information to any person other than the Receiver of the money payment or if You have facilitated the improper use of the payment instrument with fraudulent intent or violated Your duty of care intentionally or with gross negligence. Upon receipt of the notification by Mutual Technologies, DBA, Zhanni You are released of any further liability unless You contributed towards the misuse with the intent to defraud. You shall notify Bank immediately upon learning of a money transfer which You did not authorize, or which was executed erroneously.

4.5.      You consent to and acknowledge that We may forward any particulars about You and the Receiver and about the services provided to You if necessary to regulatory or government authorities or their bodies if:

a.       we are obligated by law to do so; or

b.       we are of the opinion that such a disclosure may assist in the prevention of fraud, money laundering or other crimes.

4.6.      It is your responsibility to ensure all details are accurate before you submit a Transaction request. Once a Transaction request has been submitted, it is not normally possible to amend details of that request. You will have the opportunity to review and confirm all Transaction details before submission.

**5.          CUSTOMER SERVICE**

If You detect errors or encounter problems on the Mutual Technologies, DBA, Zhanni Website or with the Mutual Technologies, DBA, Zhanni Online Service, please contact Bank by e-mail (see clause 1.2).

**6.          PASSWORD AND SECURITY**

Prior to the first money transfer order You will be asked to provide a password and a valid e-mail address as Your username. The password and the username must not be used by any other person than Yourself. It is Your responsibility to keep Your password and Your username safe as well as all Transactions carried out using Your password or Your username. NEVER SHARE YOUR PASSWORD WITH ANYBODY AND DO NOT WRITE IT DOWN ANYWHERE! You consent to notifying Bank immediately of any unauthorized use of Your password or of Your username or of any other breach of security, by telephone (see clause 1.2). **Once You have informed Us of the unauthorized use of Your password or Your username. We will immediately take all the necessary steps to prevent any further use of this information. Prompting these steps does not make Bank or Us liable for any loss or damage that are the result of Your failure to comply with Your duty in accordance with this paragraph.**

**7.          DISCLOSING INFORMATION TO THIRD PARTIES**

Mutual Technologies, DBA, Zhanni will use and process your personal information as described in Our Privacy Statement and you explicitly consent thereto. We are entitled to amend Our Privacy Statement at any time.

**8.          LIABILITY**

8.1.      Bank is liable to You for the proper execution of the money transfer order in accordance with these Terms and Conditions. This means that Bank will refund the principal amount of the money transfer and the transfer fees plus default interest as stipulated by law to You if a money transfer failed or was faulty due to Bank’s or Our default. Insofar as You did not authorize a money transfer order Bank shall equally refund the amount that You were charged and the transfer fees. The requirement for Bank’s refund liability is, however, that You did not disclose the transaction details pursuant to clause 4.3.c of these Terms and Conditions to third parties and immediately informed Bank or Us pursuant to clause 4.4 of these Terms and Conditions as soon as You learned of the loss, theft, copying or misuse of the transaction data in respect of the unauthorized or failed execution of a money transfer order.

8.2.      **TO THE MAXIMUM EXTENT PERMITTED BY LAW, MUTUAL TECHNOLOGIES, DBA, ZHANNI AND ITS PARTNERS, INCLUDING BANK, SHALL NOT BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO US$500 (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). TO THE MAXIMUM EXTENT PERMITTED BY LAW, MUTUAL TECHNOLOGIES, DBA, ZHANNI AND PARTNERS, INCLUDING BANK, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING DISCLAIMER, NEITHER MUTUAL TECHNOLOGIES, DBA, ZHANNI NOR PARTNERS, INCLUDING BANK, EXCLUDE LIABILITY FOR ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED BY LAW INCLUDING ANY IMPLIED WARRANTY THAT IT WILL RENDER SERVICES WITH DUE CARE AND SKILL. MUTUAL TECHNOLOGIES, DBA, ZHANNI’S AND PARTNERS ‘, INCLUDING BANK, LIABILITY FOR THE BREACH OF SUCH CONDITION OR WARRANTY SHALL BE LIMITED TO THE GREATER OF THE COST OF PROVIDING THE AFFECTED SERVICE AGAIN AND THE SUM EQUIVALENT TO US$500. MUTUAL TECHNOLOGIES, DBA, ZHANNI SHALL NOT BE LIABLE TO YOU FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES WHATSOEVER ARISING FROM THE TRANSFER OR DISCLOSURE OF INFORMATION (AS DEFINED BELOW) WHETHER BY REASON OF ANY MISSTATEMENT, OMISSION, DELAY OR ANY OTHER MATTER IN CONNECTION THERETO WHATSOEVER.**

8.3.      **Every claim for damages which You assert must be substantiated with the full available and relevant documentation.**

8.4.      **Subject to applicable law, in any event Bank and Mutual Technologies, DBA, Zhanni do not assume liability for damage that is due to any unusual and unforeseeable events over which Bank and Mutual Technologies, DBA, Zhanni has no control and whose consequences, in spite of exercising due care, Bank and Mutual Technologies, DBA, Zhanni could not have avoided (caused, for example by Force Majeure, failure of telecommunication lines, civil unrest, war or other events such as industrial action or lockouts over which Bank and Mutual Technologies, DBA, Zhanni have no control).**

8.5.      **You agree that no, Mutual Technologies, DBA, Zhanni affiliate owes You any duty of care in respect of any function which may have been outsourced to such affiliate by Mutual Technologies, DBA, Zhanni. The foregoing disclaimer shall not limit Mutual Technologies, DBA, Zhanni’s liability for damages resulting from Mutual Technologies, DBA, Zhanni’s willful misconduct, gross negligence, death or personal injury in those jurisdictions where such a limitation of liability is void.**

8.6.   **Neither are You liable to Bank or Mutual Technologies, DBA, Zhanni, nor are Bank or Mutual Technologies, DBA, Zhanni liable to You for damage caused by the proper exercise of Your or Our rights pursuant to these Terms and Conditions.**

8.7.      **Mutual Technologies, DBA, Zhanni and Bank do not guarantee the delivery or suitability of any goods or services paid for by means of a Mutual Technologies, DBA, Zhanni Online Service. The Sender’s Transaction data is confidential to him and should not be shared with any other person other than the Receiver. The Sender is cautioned against sending money to any person he does not know. In no event shall Mutual Technologies, DBA, Zhanni or Bank be liable if the Sender communicates Transactional data to any person other than the Receiver. Subject to applicable law, in any event Mutual Technologies, DBA, Zhanni and Bank shall not be liable for any indirect, special, incidental, or consequential damages.**

**9.          INTELLECTUAL PROPERTY**

Mutual Technologies, DBA, Zhanni Website and Mutual Technologies, DBA, Zhanni Online Service, their content and all intellectual property pertaining thereto and contained therein (including copyrights, patents, database rights, trademarks and service marks) are the property of Mutual Technologies, DBA, Zhanni, of Mutual Technologies, DBA, Zhanni affiliates or of third parties. All rights to the Mutual Technologies, DBA, Zhanni Website and the Mutual Technologies, DBA, Zhanni Online Service remain Our property and/or the property of Mutual Technologies, DBA, Zhanni affiliates or other third parties. Mutual Technologies, DBA, Zhanni Website and the Mutual Technologies, DBA, Zhanni Online Service must be used only for the purposes permitted by these Terms and Conditions or as described on the Website. You are entitled to display and save a copy of the pages of the Mutual Technologies, DBA, Zhanni Website for Your personal use. Without Our express written approval, you are not entitled to duplicate, publish or modify the Mutual Technologies, DBA, Zhanni Website, Mutual Technologies, DBA, Zhanni Online Service or parts thereof, or to create derivative works from the same, to participate in their assignment or sale, to publish them in the World Wide Web or use them in any other form for any public or commercial purpose. You are not entitled: (a) to use a robot, spider, scraper or any other automated program to access the Mutual Technologies, DBA, Zhanni Website or the Mutual Technologies, DBA, Zhanni Online Service, and/or (b) remove or modify information related to copyrights and trademarks or proprietary information published on the Mutual Technologies, DBA, Zhanni Website (or printed pages of the Website). The name Mutual Technologies, DBA, Zhanni and all other names as well as proprietary designations of Mutual Technologies, DBA, Zhanni products and/or services named on the Mutual Technologies, DBA, Zhanni Website are exclusive brands of Mutual Technologies, DBA, Zhanni, Mutual Technologies, DBA, Zhanni affiliates or of other third parties. Other product, service or company designations appearing on the Website may be the trademarks of their respective owners.

**10.       LINKS TO OTHER WEBSITES**

Mutual Technologies, DBA, Zhanni Website may contain links and pointers to other World Wide Web Internet sites and resources (" **Linked Sites**"). Links to any Linked Site do not constitute an endorsement by Us or Our association with any third-party resources or their contents. Links do not imply that Mutual Technologies, DBA, Zhanni is affiliated or associated with third parties or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through a link, or that any Linked Sites are authorized to use any trademark, trade name, logo or copyright symbol of Mutual Technologies, DBA, Zhanni. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Mutual Technologies, DBA, Zhanni does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You hereby acknowledge that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk.

**11.       RIGHT TO CANCEL A MONEY TRANSFER**

11.1.   You have the right to request for cancellation of a money transfer order issued through the Mutual Technologies, DBA, Zhanni mobile app before the money has settled into the recipient’s account. Your cancellation request should be made using the “request cancellation” button displayed on the Zhanni mobile application. However, this right of cancellation does not apply if We have already paid out the funds to the recipient’s account or in cases when the recipient has picked up the cash equivalence. When exercising Your right of cancellation prior to paying out the funds to the Receiver, Bank will refund the principal amount of the money transfer to You and do not charge any cancellation fees. Transfer fee will not be refunded to You if the money transfer order is cancelled at Your request. For the avoidance of doubt, you may not cancel an order under any circumstances if the funds have been disbursed or deposited with the recipient.

11.2.   Bank will refund to You the amount of the money transfer by Mutual Technologies, DBA, Zhanni exchange rate valid at the moment of the refund, however at least at the nominal value of the transfer amount insofar as the funds have not been paid out to the Receiver. The method of refund remains at the discretion of Bank. Generally, if payment was made by online/mobile banking the refund will be credited back to the same bank account.

**12.       ENTIRE AGREEMENT**

These Terms and Conditions, jointly with all other contractual items referred to in these Terms and Conditions, constitute the entire agreement between You and Bank and supersede any prior agreements which may exist between You and Bank.

**13.       SEVERABILITY CLAUSE**

If one or several of the provisions to these Terms and Conditions are invalid, unlawful or unenforceable, then this does not affect the validity of the remaining provisions.

**14.       COMPLAINTS, APPLICABLE LAW, JURISDICTION**

14.1.       If You wish to make a complaint about Mutual Technologies, DBA, Zhanni Online Service, please send Your complaint by email to info@Zhannipay.com. We will endeavor to respond to You within 15 days of Our receipt of Your complaint.

14.2.   These Terms and Conditions shall be governed and construed in accordance with the laws of the United States and the Destination Country which receives the money transfer and the parties submit to the non-exclusive jurisdiction of the local courts and any courts which have jurisdiction to hear appeals from such country and you waive any right to objection proceedings being conducted in such courts.

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