

# Terms and Conditions for Using Credit/Debit Cards to Add Funds to CASHU Accounts

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*These Terms and Conditions are effective as to all customers starting June 18<sup>th</sup>, 2019.*

These are the Terms and Conditions governing your access to and use of adding credit/debit cards to CASHU Accounts on the website [www.cashu.com](http://www.cashu.com) and its related sub-domains, sites, services, tools and mobile applications (the “**Service**”).

By accepting these Terms and Conditions and using the Service, you (“**you**” or the “**Customer**”) represent that you agree to comply with these Terms and Conditions with Kasbee FZE, a company incorporated in the United Arab Emirates (“**we**”, “**us**” or “**CASHU**”) (each a “**party**” and together the “**parties**”) in relation to your use of the Service (the “**Service Agreement**”).

This Service Agreement is effective upon acceptance. If you do not agree to be bound by this Service Agreement, please do not access or use this Service. Otherwise, any usage after clicking on the acceptance button shall be considered as an unconditional acceptance of the terms and conditions embedded into this Agreement and the general terms and conditions of CASHU.

## 1. Description of Service

- 1.1 This Service allows you to add funds to your CASHU Account on the website [www.cashu.com](http://www.cashu.com) and its related sub-domains, sites, services, tools and mobile applications using your credit/debit card.
- 1.2 CASHU maintains the website [www.cashu.com](http://www.cashu.com) (“**Site**”) and the service of using credit/debit cards to add funds to CASHU Accounts on the website [www.cashu.com](http://www.cashu.com) and its related sub-domains, sites, services, tools and mobile applications.
- 1.3 All fees for use of this Service (“**Fees**”) are set forth in section (5) of this Service Agreement. You acknowledge and agree that the Fees may be amended from time to time in accordance with the terms of this Service Agreement.
- 1.4 You must be the beneficial owner of the CASHU Account and the used credit/debit card and transact only on behalf of yourself. Any other transactions will be considered illegal and You solely will be responsible and liable for any consequences arising out of or in connection with the usage of a credit/debit card that is not under your name.

- 1.5 CASHU accepts payments online using Visa and Mastercard credit/debit card in USD.

## **2. Relationship**

While CASHU assists you in making payments on certain third-parties' websites, platforms and applications; your credit/debit card's details and personally identifiable information will not be stored, sold, shared, rented or leased to any third parties, and CASHU will not collect/store your financial details.

If you make a payment for our products or services on our Site, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

## **3. Eligibility**

In order to be eligible for using this Service, you must be at least eighteen (18) years old and not legally incapacitated.

## **4. Confidentiality**

4.1 You are responsible for maintaining the confidentiality of, and restricting access to and use of your CASHU Account and credit/debit card.

4.2 In no event will CASHU be liable for any direct or indirect loss or damage whatsoever resulting from the disclosure of your CASHU login details, credit/debit card details and/or other CASHU Account details.

4.3 Every person who enters the correct details of your credit/debit card into their CASHU Account is assumed by CASHU to be the rightful Cardholder of the credit/debit card, and CASHU regards all related transactions as valid. You acknowledge and agree that CASHU will not reverse or refund any such transactions.

## **5. Fees**

5.1 When you add a credit/debit card to your CASHU Account for the first time, a verification amount between \$0.01 and \$0.99 will be deducted from your credit/debit card. After you verify your credit/debit card successfully, the deducted verification amount will be refunded to your CASHU Account. Any suspension of you bank for such transactions that might result in any loss to you shall not be borne by CASHU whatsoever the reason.

5.2 Every time you use your credit/debit card to add money to your CASHU Account, a percentage of 3% of the added amount will be deducted from

your credit/debit card, and you consent to the same without the need for additional approvals.

- 5.3 CASHU accepts payments by Visa or Mastercard credit/debit cards in USD. If your credit/debit card's currency is different, your bank's exchange rate will apply, and you consent to the same without the need for additional approvals.

## **6. Delivery**

- 6.1 CASHU will not deal or provide any services or products to any of the OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of the United Arab Emirates.
- 6.2 Multiple transactions may result in multiple postings to the cardholder's monthly statement.

## **7. Refund and Cancellation**

If you add funds to your CASHU Account using your credit/debit card and the transaction goes through successfully, the transaction cannot be cancelled or refunded.

However, CASHU might cancel a transaction and process a refund in some incidents, which include duplicated transactions, transactions made due to a system glitch or a fraudulent transaction.

Refunds (if any) will be done only through the original mode of payment. If the card you paid with is closed or invalid, please contact the issuing bank, as the money will still be refunded to your credit/debit card account. CASHU is not responsible nor liable if you change your credit/debit card without properly informing CASHU in writing beforehand.

CASHU will investigate the incident, and if it is found that money was indeed charged to your credit/debit card or bank account without delivery of the recharge, then you will be refunded the money.

Refunds to credit/debit cards can take up to thirty (30) working days from the date of receipt of your notification, depending on the involved credit/debit card issuing bank.

## **8. Your Errors**

If you erroneously send a payment to the wrong party or send a payment for the wrong amount (i.e. based on a typographical error), CASHU will not reimburse you or reverse a payment that you have made in error.

For any issues related to cancellation or refund of credit/debit card, you may contact CASHU within fifteen (15) working days of date of transaction, beyond which period request would not be processed.

Payments received in your CASHU Account may be reversed at a later time. For example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated, this means that a payment may be reversed from your Account at any time.

## **9. Payment Confirmation**

Within three (3) working days of any approved payment made from your Account, you will receive a confirmation of this transaction by email.

## **10. Risk-based Holds**

CASHU, in its sole discretion, may place a hold on any or all of the payments you receive when CASHU believes there may be a high level of risk associated with you, your Account, any or all of your transactions. CASHU determination may be based on different factors and CASHU may rely on information it receives from third parties. If CASHU places a hold on a payment, the funds will appear as frozen. If CASHU places a hold on any or all of the payments you receive, CASHU will provide you with notice of our actions. CASHU will release the hold on any payment after thirty (30) working days from the date the payment was received into your Account, unless CASHU has a reason to continue to hold the payment, such as:

- a) The receipt of a Dispute, Claim, Chargeback or Reversal;
- b) CASHU believes that you have violated the terms of this Agreement or any other Policy, and that such a violation results in the need to continue holding the funds; or
- c) CASHU believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

## **11. Disclaimers and Limitation of Liability**

11.1 CASHU will not trade with or provide any services to SDNs registered on OFAC website and sanctioned countries.

11.2 CASHU takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, ([www.cashu.com](http://www.cashu.com)) cannot guarantee the security of any information that is disclosed online.

11.3 CASHU is not responsible nor liable for the privacy policies of websites to which it links. If you provide any information to such third parties different

rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.

11.4 You must retain a copy of transaction records and Merchant policies and rules.

## **12. Amendments**

You acknowledge and agree that CASHU may make amendments to this Service Agreement from time to time to meet the requirements and standards. Therefore, you are encouraged to frequently visit this section to be updated about such amendments, which will be effective on the day they are posted.

## **13. Governing Law**

Any dispute or claim arising out of or in connection with this Site shall be governed and construed in accordance with the laws of the United Arab Emirates.

The United Arab of Emirates is our country of domicile.

## **Contact Us**

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