

PesaPesa Europe BV

Terms and Conditions of Use

Version: 1.0

Effective Date: August 25th, 2026

1. Introduction

These Terms and Conditions govern your access to and use of the PesaPesa mobile application, website, and related services ("Platform") provided by PesaPesa Europe BV ("PesaPesa", "we", "us", or "our").

By registering for or using the Platform, you agree to be bound by these Terms and Conditions.

If you do not agree with these Terms and Conditions, you must not use the Platform.

2. About PesaPesa

PesaPesa Europe BV is a technology company incorporated in the Netherlands.

PesaPesa provides a digital platform that enables users to access international payment, remittance, wallet, and financial services offered by regulated third-party financial institutions and service providers.

PesaPesa:

- does not accept deposits;
- does not issue electronic money;
- does not hold or safeguard customer funds;
- does not execute payment transactions in its own name;
- does not provide regulated payment services unless specifically authorized to do so.

Any regulated financial services accessible through the Platform are provided by licensed financial institutions, payment institutions, electronic money institutions, banks, money transfer operators, or other regulated partners.

3. Definitions

"Account" means the user profile created on the Platform.

"App" means the PesaPesa mobile application.

"Customer" means any person who registers or uses the Platform.

"KYC" means Know Your Customer verification procedures.

"Partner" means any regulated financial institution, payment service provider, bank, wallet operator, remittance provider, foreign exchange provider, compliance provider, or other service provider connected to the Platform.

"Transaction" means any payment, remittance, wallet transfer, currency exchange, payout, collection, or other financial activity initiated through the Platform.

4. Eligibility

To use the Platform, you must:

- be at least 18 years old;
- possess legal capacity to enter into contracts;
- provide accurate and complete information;
- comply with all applicable laws and regulations.

We may refuse, suspend, or terminate access where required by law, regulation, risk management requirements, or Partner policies.

5. Identity Verification

Users may be required to complete identity verification before obtaining access to certain services.

Verification requirements may vary depending on:

- jurisdiction;
- transaction amount;
- risk profile;
- applicable regulations;
- Partner requirements.

Verification may include:

- government-issued identification;
- proof of address;
- biometric verification;
- liveness checks;
- source-of-funds information;
- additional supporting documentation.

Verification services may be performed by specialized compliance providers appointed by PesaPesa or its Partners.

Failure to complete verification may result in restrictions, delays, suspension, or termination of access to services.

6. Compliance and Anti-Money Laundering

PesaPesa is committed to preventing money laundering, terrorist financing, fraud, sanctions violations, and other financial crimes.

Users acknowledge that:

- identity verification may be required;
- transactions may be monitored;
- sanctions screening may be conducted;
- politically exposed person (PEP) screening may be conducted;
- enhanced due diligence may be required in certain circumstances.

PesaPesa and its Partners reserve the right to:

- refuse transactions;
- delay transactions;
- request additional information;
- freeze or suspend access;
- report suspicious activities to competent authorities.

Where required by law, information may be disclosed to regulators, law enforcement agencies, financial intelligence units, or competent authorities.

7. Role of Third-Party Partners

The Platform may provide access to services offered by regulated Partners.

Depending on the transaction, Partners may be responsible for:

- payment processing;
- remittance execution;
- currency exchange;
- safeguarding of funds;
- wallet services;
- payout services;
- account services;
- KYC and AML compliance;
- transaction monitoring.

The identity of the Partner responsible for a specific service may be displayed within the Platform or communicated during the transaction process.

Separate Partner terms and conditions may apply.

8. Customer Funds

PesaPesa does not receive, hold, safeguard, manage, or control customer funds.

Customer funds are handled exclusively by the regulated Partner responsible for the relevant financial service.

Where a transaction requires funds to be transferred, such funds are received and processed by the relevant regulated Partner in accordance with applicable laws and regulations.

9. Transactions

All transactions are subject to:

- applicable law;
- Partner acceptance;
- verification requirements;
- available service corridors;
- sanctions and compliance checks.

PesaPesa does not guarantee that a transaction will be completed.

A transaction may be delayed, rejected, cancelled, or reversed where:

- required information is incomplete;
- compliance concerns arise;
- fraud is suspected;
- technical issues occur;
- a Partner rejects the transaction.

10. Fees

Applicable fees, exchange rates, commissions, and charges will be disclosed before a transaction is confirmed.

Fees may vary depending on:

- destination country;
- payment method;
- payout method;
- Partner requirements;
- transaction amount.

PesaPesa may update fees from time to time.

Updated fees will be published on the Platform.

11. User Obligations

You agree:

- to provide truthful and accurate information;
- not to use the Platform for unlawful purposes;
- not to engage in fraud or deceptive conduct;
- not to use the Platform to circumvent sanctions or regulations;
- not to permit unauthorized use of your Account.

You remain responsible for all activities conducted through your Account.

12. Security

You are responsible for:

- maintaining the confidentiality of login credentials;
- securing your mobile device;
- immediately reporting suspected unauthorized access.

PesaPesa may implement additional authentication measures, including:

- one-time passwords;
- biometric authentication;
- multi-factor authentication.

13. Prohibited Activities

The Platform may not be used for:

- money laundering;
- terrorist financing;
- fraud;
- sanctions evasion;
- illegal gambling;
- human trafficking;
- bribery or corruption;
- financing illegal activities;
- any activity prohibited by applicable law.

Violation of this section may result in immediate suspension or termination.

14. Suspension and Termination

PesaPesa may suspend or terminate access where:

- required by law;
- requested by a Partner;
- fraud is suspected;
- false information is provided;
- these Terms are breached;
- compliance concerns arise.

Users may close their Account by contacting customer support.

Certain legal obligations may survive termination.

15. Refunds

Refund requests will be assessed in accordance with:

- applicable law;
- Partner policies;
- transaction status;
- compliance requirements.

Refunds may be delayed where investigations are ongoing.

Certain fees may be non-refundable.

16. Intellectual Property

All intellectual property rights relating to the Platform, including software, trademarks, logos, content, and branding, remain the property of PesaPesa or its licensors.

No ownership rights are transferred to users.

17. Privacy

Personal data is processed in accordance with the PesaPesa Privacy Policy.

By using the Platform, you consent to the collection, processing, storage, and sharing of personal data where necessary for:

- service delivery;
- identity verification;
- compliance obligations;
- fraud prevention;
- legal requirements.

18. Limitation of Liability

To the maximum extent permitted by law:

- PesaPesa is not liable for indirect or consequential losses;
- PesaPesa is not liable for actions or omissions of third-party Partners;
- PesaPesa is not liable for service interruptions beyond its reasonable control;
- PesaPesa is not liable for losses arising from inaccurate information supplied by users.

Nothing in these Terms excludes liability that cannot legally be excluded.

19. Indemnity

You agree to indemnify and hold harmless PesaPesa, its directors, employees, contractors, affiliates, and Partners against claims, losses, liabilities, damages, costs, and expenses arising from:

- breach of these Terms;
- misuse of the Platform;
- violation of applicable laws;
- infringement of third-party rights.

20. Amendments

PesaPesa may update these Terms from time to time.

Material changes will be communicated through the Platform, email, or other appropriate means.

Continued use of the Platform following publication of updated Terms constitutes acceptance of those changes.

21. Force Majeure

PesaPesa shall not be liable for failure or delay resulting from events beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;
- cyberattacks;
- telecommunications failures;
- government actions;
- labour disputes.

22. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands.

23. Complaints

Customers may submit complaints through:

PesaPesa Europe BV

Email: helpdesk@pesapesa.cash

We will make reasonable efforts to investigate and resolve complaints promptly.

24. Contact Information

PesaPesa Europe BV

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5045BE Tilburg,
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Head office Phone +32 468 282 686

Chamber of Commerce 93276222
VAT id NL866336941B01

Email: helpdesk@pesapesa.cash
Website: www.pesapesa.cash

Our Contracted partners are:

Digiteal SA (Belgium), PSP partner
Unity Monetary Services BV (Netherlands), MTO partner
APS (the Gambia), payout and wallets partner
Salam Financial Services (the Gambia), payout partner
Facia.ai (UK), KYC onboarding partner

The following partners are under negotiation:

G-Money and GCB, BOG (Ghana), payout and wallets partner
FIL / PayMix (Malta), safeguarding bank account and SWIFT connection

By creating an Account or using the Platform, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.