



21/09/2017

TERMS OF USE

WWW.ZOE-TRANSFER.COM



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MATRIX ZOE LTD FOR WWW.ZOE-TRANSFER.COM

Customer Agreement - Last updated: 21/09/2017

This Agreement is a contract between you and Matrix Zoe Limited, in regards to your use of its product Zoe-Transfer.com mobile and web application.

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement. This Agreement is provided to you and concluded in English. You agree that any use by you of the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

Please read this Agreement carefully and make sure that you understand it fully before using the Services. If they contain anything that you are not willing to agree with then your only course of redress is not to use any of the services offered by any of our brands. In addition to these Terms and Conditions, you should review our Privacy Policy, which provides information on how we use your personal data.

These Terms and Conditions apply to the entire contents of the present website and applications, zoe-Transfer.com.

Please note the legal entity you are entering into a contract with while using this services are (excluding the payment to and through the system) is : Matrix Zoe SARL (or Matrix Zoe Ltd), a private limited company incorporated in Cote d'Ivoire, with registered company CI-ABJ-2017-B-1597, at the Address Lot N29, Avenue Reboul, Abidjan Adjame.

However, Matrix Zoe Ltd, a private limited company incorporated in United Kingdom (England), with registered company 109 71 732, at the Address 120 High Road, East Fincheley, London, England, is acting as Payment service administrator. All payment made within the Zoe-Transfer platform is based on a contract between you and Matrix ZOE Ltd in UK.

Definitions and Interpretations

The following terms shall have the following meanings in these Terms and Conditions:

"Agreement" refers to a Member's acceptance of these Terms and Conditions.

"Member(s) or User (s)" refers to any or all valid registered users of our Service, whether or not they are up to date in their monthly subscription fees

"Member Content" refers to the information contained in the Member's profile, created by the Member for, or a during a transaction creation.

"Paid Services" refers to all Services offered by the Sites accessible, at rates quoted, to Members with a valid Subscription.

"Service(s)" refers to the entirety of the services, whether paid or unpaid, available to Visitors or Members.

"Site(s)" refers to the internet sites of the Matrix ZOE.

"Core Page Site" refers to one or all the pages accessible to all Members.

“Subscription” refers to a fixed rate contract giving unlimited access to a certain paid Services, as required, for a limited period specified for the particular subscription, which automatically renews after the purchased period where the subscription has been purchased using a bank card or any other method of payment listed on our website and allowing continuing debits to be made.

“Visitor(s)” refers to one or all the user(s) who access the sites first pages without having registered on the Sites.

“Intention of Transfer or Transaction” refers to an intercountry transaction generated in Zoe Transfer system with the objective of being linked to another transaction in different directions.

“Your correspondents”: the persons to which your transaction has been attached to.

“Your Recipients”: The person to whom you intend to send the money to

“Your correspondents’ recipients”: the recipient of your correspondents, to whom you are engaged to deliver the cash to.

The terms **“us”**, **“we”** and **“our”** refer to Matrix Zoe Ltd organisation and all the services we are providing with through Zoe-transfer.com

Article 1. Registration

To become a User of Zoe-Transfer.com you must be at least eighteen (18) years old. You must complete all of the fields on the registration form(s) and satisfy all the requirements for registration or access to the Services concerned.

Should you wish to register someone (Individual or Company) other than yourself for our Services you must have obtained the prior consent of this third party in order for us to process their data and provide the Service to them either directly or via yourself.

You are advised that a breach of this clause constitutes a serious breach of this Agreement.

1. Scope of services

Zoe-Transfer.com application product of Matrix Zoe is only a system that manages the Intention of money Transfer. The operations and Transactions are done by the people, the application will only guaranty that there is no risk of moral Hazard.

2. Your Privacy.

Protecting your privacy is very important to Matrix Zoe Ltd. Your passwords are stored on Zoe-Transfer.com servers in encrypted form. We do not disclose unnecessarily your account details, postal or email addresses to anyone except when legally required to do so and as specified in [our Privacy Policy](#) and [how does it work?](#)

Sensitive information between your browser and the Zoe-transfer.com websites and applications are transferred in encrypted form using Secure Socket Layer (SSL). When transmitting sensitive information, you should

always make sure that your browser can validate the Zoe-Transfer.com certificate.

3. Duplicate accounts.

Matrix Zoe Ltd may refuse creating duplicate accounts for the same user due to security and client identification requirements. Matrix Zoe Ltd reserves the right to refuse the creation of duplicate accounts for the same user due to security and client identification requirements. In a case where duplicate accounts are detected, Matrix Zoe Ltd reserves the right to close or merge these duplicate accounts without notification.

Article 2. Your right to cancel your Registration

You have the right to cancel your contract for the Services within fourteen days from the date of placing your initial order for a Subscription (“Cancellation Period”), by writing to our customer care team at Business.support@matrixzoe.org, do well by specifying in object: ***Registration Cancellation***. If you cancel your contract for the Services during the Cancellation Period, we shall reimburse you for all payments received from you. This last point apply only if you haven’t used any of our services during this period you were still registered.

All reimbursements will be made to you within fourteen days unless you have expressly agreed otherwise. Cancellation rights under this Article only apply to your initial order for a Subscription and do not apply to Subscription renewals.

In agreeing to these Terms and Conditions, you expressly request that we provide you with the Services immediately and within the fourteen-day statutory Cancellation Period.

Article 3. Use of the Services

Once you have registered and, where applicable, completed your Subscription form, you will have access to the Services in accordance with the type of Subscription purchased.

You will have access to the Core Page Site, your Member profile should be visible by the administrators of Zoe-Transfer.com only and you.

To access the Services you will need a computer, laptop and/or smart mobile phone. It is your responsibility to ensure that you have (and continue to have) access to one of these devices including the cost of using these devices.

We may deactivate accounts of Members who have not used the Services for six months or more and for whom no Subscription remains valid. In the case of paying Members, this six-month period begins on the date that the last Subscription expired.

Zoe-Transfer usage Process : 3+1 steps

A- ENTER THE AMOUNT

Select the country of origin and the country of destination. Enter the amount you want to send, see how much the recipient gets. Click on continue to carry on. Be aware of the fact that there is a minimum and maximum amount that can be sent.

The System will verify if the Must Take actions (1- subscription) and (2- guaranty deposit) have been taken care of. If not the system will redirect you to the appropriate page designed for those 2 Actions to be taken.

B- ENTER RECIPIENT DETAILS

You can choose from existing recipients, or create a new one, in a few clicks or writing. Take a last look and confirm your Transfer. In less than 24h you will receive the payment instructions to be executed.

PS: Note that from the time you receive this notification you have 12 working hours to execute the transfer. If you do not execute this action within the timeline your guaranty will be absorbed in compensation of your breach of Matrix Zoe Ltd code of conduct in regards to the use of Zoe-Transfer.com.

C- EXECUTE THE PAYMENT INSTRUCTIONS

You must execute the payment instructions as communicated within “Transactions” details part. After you select the indicated transaction Number, and went to the bottom of the screen then opened your session “my payment”.

Kindly click on “confirm” this payment as soon as you’ve made the payment to the indicated bank account. **If you do not click on confirm, your guaranty will be absorbed.** We strongly advise you keep the receipt of your payment with the bank, just in case the correspondents are raising a complaint about delay in delivery.

As you are taking those actions, you must be confident about the fact that your correspondents (the persons to which your transaction has been attached to) are also engaged into the similar actions in regards to the delivery to your own recipient. You must remain in touch with your recipient. You must “confirm” reception of your transfer online, as soon as your recipient have confirmed having received the payment.

It is possible that your transactions got divided into two parts, this is rare but possible. Which mean you may receive some payment instructions a day for a part of the transaction, then some others payments instructions another day for the remaining part. Just see that your transaction has been reconsidered has 2 transactions holding the same transaction number.

First Must Take Action: Pay your monthly subscription

You will only be able to submit an intention of Transaction online via your user account, if your monthly subscription fee have been dully paid. You can choose to pay your monthly subscription via the following methods:

1. Paypal, shopify, Payza, Paystack
2. Credit Card
3. Zoe-Transfer Wallet (you will need enough amount in your wallet to cover the subscription fee)

Second Must Take Action: Guaranty your intention of Transfer!

This is the most important part to read, since it is very unique to Zoe-Transfer.com. Before the generation online of the intention of Transaction been authorized, the system will request, the user to guaranty the transaction.

There are two ways of guarantying the transfer:

- a- **A Pre-authorization on your credit-card or debit-card** corresponding to 1.5 times the amount of money you would like to transfer. **PS:** take note that if you do not action the instructions of payment as notified, 12h from the time you receive the payment instructions. The total pre-authorize amount will be deducted from your credit card as a compensation of the breach in Matrix Zoe Ltd policy in regards to the use of Zoe-Transfer.com Application.
- b- **Full Availability of 1.5 times the amount in your wallet:** **PS:** take note that if you do not action the instructions of payment as notified, 12h from the time you receive the payment instructions. The total locked amount in your wallet will be withdrawn by Matrix Zoe Ltd as a compensation of the breach in Matrix Zoe Ltd policy in regards to the use of Zoe-Transfer.com Application.

Wallet Recharge

Every wallet recharge payment submitted on the Zoe-Transfer websites and applications will be inactive, until we have received a valid deposit. You need to pre-pay the deposit to Matrix Zoe Ltd the following way:

- Raise the intention of wallet recharge online and receive the details of payment to be made. You can make the payment using the following method :
 - ✓ Paypal, shopify, Payza, Paystack payment
 - ✓ Credit Card payment
 - ✓ Mobile Money Payment
 - ✓ Deposit to Matrix Zoe Ltd Bank Account
- In case you've selected one of the last 2 options, It is your responsibility to send us funds in a timely manner since they are not automatic. In case you decide to pay via a deposit to our bank account: we cannot influence the time it takes for funds to be available in our bank account. However, we are monitoring our receiving bank accounts in close intervals and we will notify you and will process your payment order as soon as funds arrive in our accounts, provided they arrive before 5pm GMT on a Business Day. If funds arrive after 5pm or on a day that is not a Business Day, your payment order will be processed during the course of the next Business Day. The same applies if you submit your payment order after 5pm GMT or on a day that is not a Business Day. We will advise you to recharge your wallet so that you avoid facing impossibility

You will be asked to provide us with details of the recipient and their bank account during the course of completing your payment order online. Your subscription fee will be deducted from your account if not done yet. Also a pre-authorization corresponding to 1.5 times the amount of your intention of transfer will be secured on your credit card or wallet. After all this process we will send you a confirmation by email that we have received your payment order. Again, You should be aware that an intention of transaction order is only complete and will only be processed by us once we have pre-authorized 1.5 times amount on your account (paypal, shopify, Payza, Paystack, credit card, mobile money, wallet)..

Article 4. Member Obligation

2. Eligibility

1. Eligibility.

Before being able to use the Service we have to perform mandatory customer verification. For that you have to upload photographic evidence of your identity such as a copy of your passport or Id card. Matrix Zoe Ltd reserves the right to access various government and private databases so as to verify your information (so called “electronic ID”). Matrix Zoe Ltd reserves the right to refuse to accept any new user or any intention of transaction at its discretion.

As a Member you agree not to:

- breach any applicable law, regulation or code of conduct through use of the Services
- send any aggressive or threatening messages to any other Member either via the site or via any other form of communication
- be aggressive, threatening or harmful in any way towards other Members or their relative when meeting in person
- broadcast or publish in any form whatsoever Member Content, comments or any other content that infringes the rights of others or that is defamatory, injurious, obscene, offensive, violent or can/does incite violence, or is in any way, shape or form racist or xenophobic
- make any comment (whether in writing or verbally) that is contrary to the purpose of any of our sites’ current rules and laws in force or to acceptable norms and standards
- upload photographs, videos or any other information in terms of data or files supplied by a Member that are indecent
- upload photographs, videos or any other information in terms of data or files supplied that do not refer exclusively to the Member or to a third party from whom the Member has expressly obtained consent and are the sole responsibility of the Member concerned
- provide email addresses to us of other persons or publish or send any Member Content referring to other persons without having obtained their prior consent
- use the Services for junk mail, spam, or pyramid or similar or fraudulent schemes

As a Member you agree to:

- Action in full and on time the payment instructions delivered to you within 12 hours, counting from the time you receive it. You understand anytime there a breach from you in this important rule, Matrix Zoe Ltd will indemnify himself and your correspondents by automatically absorbing your guaranty.
- Track and confirm immediately online on Zoe-Transfer.com, on the part dedicated to that any payment your recipient will receive from your correspondents.
- Confirm immediately online on Zoe-Transfer.com, on the part dedicated to that any payment you will make online to the recipients of your correspondents.
- To keep a copy of all payment you've made as per instructions you've received on Zoe-Transfer.com, during a minimum of 2 weeks. And to transfer those receipts or some copies of it to Matrix Zoe Ltd at any time they may request it.

Article 5. Payment Terms

The use of the Services assumes that the Member has a Subscription. Members can acquire a Subscription either by using a credit card (on the internet or by telephone), or by other payment methods proposed by the Sites. Subscriptions can be purchased via the Sites or the mobile phone application.

The prices and the terms of payment for the different Paid Services are displayed at all times on the Sites, including at the point when the Member chooses to make a purchase.

The activation of a Subscription on a Member's account occurs as soon as, or a few moments after, a valid transaction has been completed (successful online transaction).

The Member can contact the Sites at any time to cancel their Subscription. The cancellation will take effect from the expiry date given for the active Subscription, in accordance with Article 6, 'Termination', below.

All Subscriptions will be automatically renewed unless the Member notifies us of their wish to terminate their Subscription at least 48 hours before the Subscription's expiration date. The renewal shall be performed in accordance with the manner of payment originally chosen by the Member, at the price rate of the Subscription to which the Member originally agreed. For the avoidance of all doubt, Members can avoid having their Subscription auto-renewed if they contact us at least 48 hours before their Subscription expiration date to terminate their Subscription. Please note that suspending your account does not automatically cancel the automatic renewal of your Subscription. If you plan to keep your account suspended for an extended period of time and you have an active Subscription, you should first make sure that automatic renewal is cancelled.

Members can also subscribe to mobile phone applications. These applications can be provided by other service providers and therefore may be subject to other payment conditions than those used and available to Members on any of our Sites. Any such applicable terms will only apply to one-off purchases and all relevant terms and conditions associated with these payments will be brought to the attention of the Member prior to purchase.

Execution times for payment orders

You should note that it is your obligation to ensure that payment is made to the recipient's bank account within 12h, counting from the time you've received the payment instructions. You have to keep the receipt of payment to the recipient bank account with you in case of any complaints. We may request you transfer the receipt to us at any time.

Because, we do not control the time it takes for the recipient's bank or payment provider to credit and make available funds to the recipient.

If further investigation or the collection of additional information from you is necessary, we will let you know, but this may delay execution of the payment order.

Non-Guaranteed Rates

You may observe some gap between the rates at the time of your payment and the rates in the day of your order. Please note that because our system due to lack of transactions, could delay the linking of some transactions. Some due payment, may be lower or higher as compared to their order. In which Ever case, the user can not withdraw its order from the system and must action the payment. We may consider exceptional order cancelation, only if the order have last more than 48h within our system.

○ Intention of Transfers

All intention of Transfer in one specific currency must originate from its related country. Zoe-Transfer offer link of intention of transaction to recipient only in their country currency.

You may be liable for an additional administration charge if the account numbers or the recipient name you have provided are incorrect.

○ Refused payment

Matrix Zoe Ltd may refuse a wallet recharge order, if we cannot match the user's name and address as provided in Zoe-Transfer with your bank account or credit card details. In this case you may be liable for an administration charge.

○ Your Obligations

You are responsible for ensuring the payment details you provide are accurate. Once payment instructions have been executed by Matrix Zoe Ltd, transactions cannot be reversed and Matrix Zoe Ltd will not be liable in any way for any loss you suffer as a result of a transaction being carried out in accordance with your instructions. In the unlikely event that you notice an error in either the intention of transaction sent or received as a result of using the Services, then you should immediately notify us at Business.support@MatrixZoe.org. If you become aware that you have received a payment over and above what you were expecting, you must immediately notify us of

this so that arrangements can be made for you to immediately return any overpayment.

- You agree not to use the Services for any unlawful activity and Matrix Zoe Ltd reserves the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, Matrix Zoe Ltd reserves the right to report suspected unlawful activity to any appropriate person or body and to provide them with any relevant information, including personal data.\

✓ **Fees**

- Transaction Fee

Matrix Zoe Ltd doesn't charge any intention of transaction. Although, the user must ensure the monthly fees has been duly paid.

- Administration Charges

Administration charges may only incur when our settlement banks or the receiving bank refuse your payment due to incorrect payment details, their regulatory requirements or any other valid reason. Any administrative charges from the settlement banks or the receiving banks will be deducted from your payment amount.

FUNDING SUBSCRIPTION AND GARANTY DEPOSIT

In order to fund their subscription or their guaranty deposit Balance in the Zoe-Transfer Account, user may choose from one or more payment options available within the Zoe-Transfer Payment Service. User authorizes Matrix Zoe LTD to initiate charges and debits to the Customer's Registered Funding Accounts, or credit/Debit card in order to obtain funds for the requested funding transactions, plus applicable fees. User also authorizes Matrix Zoe LTD to debit and credit the Customer's Registered Funding Accounts to correct an error in any prior payment or funding transaction or to address a chargeback or reversal of a payment transaction.

If Customer's Account has a negative or insufficient balance, Matrix Zoe LTD reserves the right to deduct amounts owed to Matrix Zoe LTD from funds subsequently added to or received in the Customer's Account.

WITHDRAWAL OF FUNDS FROM ACCOUNT

Customer can request a withdrawal of funds from the Stored Value Balance of the Zoe-Transfer Account at any time by logging into his/her Account

Prior to transferring funds to a Customer who has requested a withdrawal, Matrix Zoe LTD may first take any measures that are reasonably required to prevent money laundering or fraud, or to confirm whether the holder of the Zoe-Transfer Account is a person who is entitled to withdraw such funds. Matrix Zoe LTD reserves the right to impose a reasonable hold on funds that a Customer has requested to be withdrawn in order to protect Matrix Zoe LTD from potential fraud, loss or chargeback/reversal risk.

In case the Customer chooses to be paid via a credit to a bank account, Matrix Zoe LTD will pay the proceeds of a withdrawal of funds by electronic transfer to an account with a bank designated by the Customer. Matrix Zoe LTD will deduct the applicable withdrawal fee from the Customers' Account prior to the withdrawal.

Matrix Zoe LTD will make a reasonable effort to ensure that the requested funds reach Customer's bank account within five business days of the day on which Customer gave the withdrawal instructions. Matrix Zoe LTD shall not be responsible for any damage caused by failure of the funds to reach Customer's account in this time, including but not limited to if the failure is caused by a third party that is involved in the funds transfer.

ARTICLE 6. TERMINATION

A Member may at any time and without the need to provide any reason end his/her Registration with us by requesting the closure of his/her account in the area of the Sites designated for such purposes. Such request shall be deemed effective from the first working day after receipt by us of the request for closure of the account concerned. Such a request does not trigger reimbursement of, if appropriate, any time remaining on the Member's Subscription.

Termination of a Subscription, by a Member, shall be effective on the applicable Subscription's expiration date provided the Member has contacted us at least 48 hours before their Subscription expiration date, otherwise it will automatically renew.

This Article does not apply to reimbursement when cancelling an initial order under Article 3.

Without prejudice to the other provisions hereof, where the Member commits a serious breach of this Agreement, we will terminate the Member's account without prior notification or warning. Such termination shall have the same effects as a termination by the Member.

Without prejudice to the other provisions hereof, where the Member commits a breach of this Agreement, we will terminate the Member's account seven (7) days after having sent to the Member an email requesting unsuccessfully that he or she comply with this Agreement.

Without prejudice to the other provisions hereof, where we receive reports of a breach of this Agreement, including unacceptable conduct when meeting offline, in person, we may react to such reports and terminate a Member's account with immediate effect.

Such termination shall take effect without prejudice to any damages that we might claim from the Member or his/her beneficiaries and legal representatives, in compensation of the harm suffered as a result of such breaches.

The Member will be informed by email of the termination, or the confirmation of the termination, of his/her account. Data relating to the Member will be destroyed at his/her request or upon expiration of the legal time period following the termination of the Member's account.

As noted in herein, Members can also subscribe to mobile phone applications. Mobile phone applications can be provided by other service providers and therefore may be subject to other termination requirements and provisions. Members are urged to consult their mobile phone application for full details.

ARTICLE 7. INTELLECTUAL PROPERTY

The trademarks (including but not limited to those of the Sites), logos, graphics, photographs, animations, videos and texts featured on the Sites and in our provision of the Services are the intellectual property of MATRIX ZOE LTD.

The rights of use granted by ourselves to the Member are strictly limited to accessing, printing and the use of these documents for private and personal purposes in the scope of, and for the duration of, the Member's membership. Any other use by the Member is prohibited without the express authorisation of MATRIX ZOE LTD.

In particular, the Member is prohibited from modifying, copying, reproducing, disseminating, transmitting, exploiting for commercial gain and/or distributing in any form whatsoever, the Services, or elements comprising any part of the Services, from any of the Sites' webpages, software or code.

ARTICLE 8. LIABILITIES AND WARRANTIES

This section (and any other clause excluding or restricting our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us. Nothing in this Agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself. If you do not, we shall have no liability to you for that matter.

We shall not be liable for any damage to a Member caused or contributed to by that Member, for example by not complying with this Agreement.

Our liability of any kind (including our own negligence) with respect to the Services for any one event or series of related events is limited to five times the total fees payable by you in the twelve months before the event(s) complained of or the sum of \$1,00, whichever is higher. Subject to the foregoing, in no event (including our own negligence) will we be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings)
- loss of goodwill or reputation
- special, indirect or consequential losses
- damage to or loss of data (even if we have been advised of the possibility of such losses)

ARTICLE 9. INDEMNITY

You agree to indemnify us (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities related to your breach of this Agreement and/or to your use of the Services.

1. General Terms

✓ Communications

We are required to provide certain information to you in writing. By accepting this Agreement, you agree that we can communicate with you electronically either by email, phones or by posting notices on the Zoe-Transfer websites and/or applications.

✓ Events Outside Of Our Control

If we are unable to perform our obligations under this Agreement because of factors beyond our control, including a change of law, an event of Force Majeure, withdrawal of a currency or the imposition of sanctions over a country or beneficiary, we will notify you as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by you in respect of which we have been unable to discharge our obligations under this Agreement. We will not have any liability to you where we are unable to perform our obligations.

✓ Complaints

We are committed to providing you with the highest standards of service. If you feel we have not achieved that, you can find information about our complaints procedure by clicking on the related links on our website.

✓ Entire Agreement

This Agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes any previous

discussions, correspondence, arrangements or understandings between us.

✓ Law And Jurisdiction

The provision of the Service and any dispute or claim arising out of the provision of the Service is governed by England law.

Any dispute or claim arising out of or in connection with the Service will be subject to the non-exclusive jurisdiction of the courts of England.

ARTICLE 10. FUNCTIONING OF THE SITES AND SERVICES

To use the Services, the Member must have the necessary hardware equipment and software and the necessary parameters required to properly use the website e.g. access to the internet. Members are also advised to have JavaScript functions, cookies and pop-ups enabled.

The Member must have the skills, hardware and software required to use the internet or, as appropriate, internet, telephone and acknowledges that the characteristics and constraints of the internet mean that the security, availability and integrity of internet data transmissions cannot be guaranteed.

We do not guarantee that the Services will function if the Member activates a pop-up killing tool. In this case, the function should be deactivated before using the Service.

We do not guarantee that the Services will be usable if the Member's Internet Service Provider ("ISP") is unable to provide its services properly. In this context, we cannot be held responsible for the non-functioning, unavailability or adverse conditions of usage of the website resulting from incorrect hardware, problems experienced by the Member's ISP or blockages on the internet networks or for all other reasons outside our sphere of influence. Moreover, due amongst other things to the specifics of their internet browser Under these conditions, we do not guarantee that the Services shall function without interruption or error. In particular, the use of our Sites may be interrupted at any time for the purposes of maintenance, updates or technical improvements, or to develop its content and/or presentation. Whenever possible, we shall inform Members prior to maintenance work or updates.

Apple users should use Mozilla Firefox – we do not guarantee optimal functioning of the website when using Safari or Opera browsers.

Please note that up-to-date Adobe Flash software may be required for this website to function properly (download from: "<http://adobe.com/getflash>"). Depending on your network configuration (if protected behind a firewall or proxy), connection to our Messenger service may not be possible.

ARTICLE 11. THIRD PARTY WEBSITES

We or third parties may provide links on our Sites to third party websites. You use them at your own risk. We do not review, recommend or endorse such third party websites, nor are we responsible for their content or any goods or services offered thereon. If in the course of performing a search on our Sites you encounter any third party website the use of which would violate applicable law, you must immediately refrain from and/or cease use of such website.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement and the pages on the Sites to which these terms refer, constitute a contract that governs the relationship between the Member and Matrix Zoe LTD in the use of their Application Zoe-Transfer.com. They cancel and replace any Agreement that may have been made in the past, even if not directly withdrawn or amended, and constitute the entirety of the rights and obligations of our Members.

If any of the provisions of these Terms and Conditions is declared void in application of a law, a regulation, or a final decision of a court having proper jurisdiction, all other provisions shall remain fully in effect. Furthermore, failure by a party to take action in respect of the breach by the other party of any provisions of these Terms and Conditions, shall not be interpreted as constituting a waiver by said first party of the right to take action in future in respect of such a breach.

ARTICLE 13. AMENDMENTS

We may modify these Terms and Conditions at any time. The Member will be informed of the nature of these modifications as soon as they are posted on the Sites. The modifications shall take effect one month after their posting on the Sites. For Members registered after any modifications have been put online, these modifications shall be immediately applicable, as the Member will have expressly accepted them when the account was opened.

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