

Terms of Use

You are advised to read and understand these Terms of Use (“**Terms**”) carefully before using the Platform and any related services.

These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity and SafeGold, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

1. DEFINITIONS

1.1 For the purpose of these Terms, wherever the context so requires, the term:

- (a) “**Applicable Law**” shall refer to all federal and local laws, statutes, codes, ordinances, decrees, rules, and regulations of the United Arab Emirates, including but not limited to its civil, commercial, and criminal laws, as well as any regulations, guidelines, and administrative interpretations of these laws, that are in effect as of the effective dates of these Terms or that may come into effect during the term of these Terms. This shall also include any judicial decisions interpreting or applying these laws and shall extend to the laws and regulations of any emirate within the United Arab Emirates to the extent they are applicable to the parties, the subject matter of these Terms, or any transaction contemplated by these Terms.
- (b) “**Business Day**” shall mean a day on which banks are open for normal banking business in the UAE but shall not include any Saturday, Sunday or other days on which recognized exchanges within the country are authorized or obligated to remain closed.
- (c) “**Customer**” shall mean any person, who as the counterparty transacts using the Platform for buying Precious Metal, taking delivery of Precious Metal and/or selling the Precious Metal to SafeGold or any other buyer as outlined in these Terms.
- (d) “**Customer Account**” shall mean the account created whether by You or otherwise, in accordance with these Terms.
- (e) “**Customer Precious Metal**” means the exact quantity of Precious Metal purchased by the Customer from SafeGold.
- (f) “**Customer Request**” shall mean a Delivery Request, Sale Request or Exchange Request or for any instruction related to your Precious Metal, placed by You in relation to the Customer’s Precious Metal.
- (g) “**Currency Value**” shall mean the value of the Precious Metal as displayed on the Platform from time to time by SafeGold, which shall be determined based on the prevailing market price.
- (h) “**Force Majeure Event**” shall mean any event that is beyond the reasonable control of SafeGold and shall include, without limitation,

sabotage, fire, flood, explosion, act of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, virus attacks, breach of security and encryption, pandemic or any pandemic or disaster mitigation related government responses such as lockdown, and any other similar events not within the control of SafeGold and which SafeGold is not able to overcome

- (i) **“Minimum Quantity Threshold”** shall mean the minimum quantity of Precious Metal that is required for delivery
- (j) **“Partner Account”** shall mean the account created by a company, jeweller or distributor who conducts business with SafeGold.
- (k) **“Payment Gateway Partner”** shall refer to any third-party service provider, company, or financial institution authorized, licensed, and contracted by SafeGold to facilitate, process, secure, or handle online payments and financial transactions initiated by the user through the Platform. This includes, but is not limited to, banks, mobile wallets, providers that enable credit card processing, direct debit, mobile payments, and any other form of electronic or online payment methods in accordance with Applicable Law. The Payment Gateway Partner is responsible for securely transmitting transaction data from the Platform to the respective financial institutions and providing a secure link between the Platform and the payment infrastructure, all in compliance with data protection and financial regulations outlined in the Applicable Law.
- (l) **“Payment Instrument”** shall mean any electronic or written cheque, draft, money order or other electronic or written instrument or order for the transmission or payment of money, whether or not the instrument is negotiable.
- (m) **“Person”** shall mean an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization and any other legal entity.
- (n) **“Platform”** shall mean, and include, the website by the name and style of www.safegold.com, any subdomain thereof, the mobile app branded as SafeGold, or any that is integrated with SafeGold APIs (application programming interface), which the Customer accesses for the transactions, including all contents, services and technology offered through the Platform.
- (o) **“Precious Metal”** means physical gold, silver and/or other precious metals in bullion form and/or coins, bars (as the case may be) or part of a pool thereof, with purity as displayed on the Platform or on a SafeGold Partner Platform, in a manner deemed fit by SafeGold.
- (p) **“Privacy Policy”** shall refer to the official document or statement published by SafeGold on its Platform, outlining the types of personal and non-personal information that SafeGold collects from users, how this information is used, stored, and protected, and the circumstances under which it may be disclosed to third parties. The Privacy Policy is designed to inform users about their rights and responsibilities concerning their data and is in compliance with applicable data protection and privacy laws and regulations, including those enforced in the United Arab Emirates. The Privacy Policy is an integral part of this Agreement and is intended to be read in conjunction with these Terms. By using the Platform, users explicitly

agree to the collection, use, and disclosure of their information as described in the Privacy Policy.

- (q) **“Promotion”** refers to any activity that SafeGold undertakes to provide users with rewards for meeting certain requirements.
- (r) **“Proprietary Data”** shall refer to any data, information, or material that is owned by SafeGold and is not generally known to the public or other third parties who could derive economic value or benefit from its use or disclosure. This may include, but is not limited to, algorithms, customer databases, the source code and object code of software, internal documentation, financial and business information, strategic plans, trade secrets, market research, and other confidential and proprietary information related to SafeGold's business operations. Proprietary Data is protected under applicable intellectual property laws, including those enforced in the United Arab Emirates, and unauthorized use or disclosure may result in legal penalties. Access to Proprietary Data is strictly limited to authorized personnel and may only be used in a manner consistent with these Terms and SafeGold's Privacy Policy.
- (s) **“Reward Program”** means such reward programs that may be made available to the Customers from time to time at the sole discretion of SafeGold.
- (t) **“SafeGold”** shall mean SAFEGOLD PRECIOUS METAL DMCC.
- (u) **“SafeGold Partner”** shall mean any entity facilitating the collection of payment for Precious Metal products or any other products and services offered by SafeGold.
- (v) **“Transfer”** refers to a facility to transfer Precious Metal from a Customer Account to another Customer Account or Partner Account.

1.2 In addition to the terms defined in Section 1.1, additional terms used herein shall have the respective meanings assigned thereto in the relevant sections contained hereinafter.

2. TERMS AND CONDITIONS OF SERVICES BEING PROVIDED BY SAFEGOLD

- 2.1 SAFEGOLD PRECIOUS METAL DMCC, a company incorporated in the Dubai Multi Commodity Centre (DMCC), United Arab Emirates with registration number DMCC195362, having its registered office at Unit O5-PF-CWC107, Detached Retail O5, Jumeirah Lake Towers, Dubai, United Arab Emirates, (**“SafeGold”**) will be selling Precious Metal and providing services in relation to (a) purchase and sale of Precious Metal; (b) safe keeping, vaulting, delivery and fulfilment of Precious Metal; and (c) other such other related services as may be notified by SafeGold from time to time, to the Customers, on or through the Platform (**“Services”**).
- 2.2 The Services are being provided by SafeGold, however, SafeGold may offer the Services through a SafeGold Partner in which case the SafeGold Partner will be responsible for facilitating the collection and disbursement of payments for the Services. Any and all of the transactions relating to the Services are being rendered by SafeGold in association with the intermediaries (namely Custodian) with whom separate agreements have been entered into by SafeGold.

- 2.3 SafeGold does not guarantee any returns, on any transactions consummated vis-à-vis the Platform, to any person, either directly or indirectly. The Customer (hereinafter referred to as “**You**”, with the term “**Your**” being construed accordingly) shall be solely responsible for undertaking appropriate and effective due diligence and related analysis before undertaking any transactions pursuant to these Terms of Use. You further acknowledge and agree that SafeGold and its officers, directors, employees, agents and affiliates will have no liability for Your purchase or other decisions using the Platform.
- 2.4 The Services by SafeGold shall be provided for a term commencing from the date of creation of the Customer Account.
- 2.5 You understand and acknowledge that the Services are being provided and made available on an “AS IS” and “AS AVAILABLE” basis. The Platform may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and/or any device used by You to connect to the Platform as well as from peripherals (including, without limitation, servers and computers) connected to any of the above-mentioned devices. You assume all risks and costs associated with your use of the Services and the Platform, including without limitation, any costs incurred for the use of your device and any damage to any equipment, software or data.
- 2.6 You confirm that the responsibility for any compliance or obligations associated with your tax and financial status lies solely with You, and SafeGold does not bear any responsibility and cannot be construed as providing any financial or tax-related advice to you.
- 2.7 If, following any transaction on the Platform, SafeGold reasonably believes that any aspect of the transaction, account or funds utilised towards the transaction shall be in contravention of Applicable Law, SafeGold shall have the right to freeze your account temporarily, including prohibiting the distribution of any funds to You, or alter access to your Account until it is compliant with all Applicable Laws.
- 2.8 You warrant that you do not know or have any reason to believe that the monies used for transactions on the Platform have been derived from or are related to any illegal activities, including but not limited to, money laundering or terrorism financing activities. You further warrant that the proceeds from the sale of your Gold or other precious metal on the Platform shall not be used to finance any illegal or illegitimate activities.
- 2.9 SafeGold, at any time and at its sole discretion, may change the specifications of any functionality/feature utilized by individuals on the Platform. SafeGold will not be liable for any inconvenience caused due to such changes in or discontinuation of any functionality/feature.
- 2.10 SafeGold reserves the right to start offering, pause, terminate and/or discontinue any Reward Program that may be offered via the Platform. Every Customer will be bound by the terms and conditions for each Reward Program and such programs will be subject to these Terms.
- 2.11 In the event of any dispute, between SafeGold and any individual who has participated in any Reward Program, relating to any Reward Program terms and conditions, the decisions made by SafeGold shall be final binding on the participant, including inter alia, with respect to eligibility, participation, payouts, suspension, duration and the involvement of third parties.

- 2.12 An individual who is prohibited by law to hold or purchase any asset, including any Precious Metal will not be entitled to participate in any Reward Program or receive any reward under it.
- 2.13 SafeGold has the right to ask Customers and individuals for additional KYC information, such as an Emirates ID, passport, driving license, utility bills etc. before processing any reward under a Reward Program.
- 2.14 The Customers and/or individuals participating in any Reward Program agree to indemnify, defend and hold SafeGold and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, actual costs or expenses, including attorney's fees and costs, arising from, or related to any breach by the Customer and/or any individual of any of the Reward Program terms and conditions, these Terms or any violation by them of any Applicable Law.
- 2.15 There is currently no Value Added Tax (VAT) consideration applicable to the Precious Metal product offered on the Platform. In the future, if VAT or any other statutory tax liability is applicable on the purchase of the Precious Metal product, SafeGold reserves the right to make all the necessary changes to the product structure or pricing in order to comply with the Applicable Law.
- 2.16 In the event that VAT and/ or any other statutory tax liability is made applicable on your existing Precious Metal balance, whether retrospectively or otherwise, as per government regulations, it shall be your responsibility to discharge such liability and you will be financially obligated to pay the statutory tax applicable for any future transactions. However, SafeGold reserves the right to deduct such amounts or withhold funds as may be necessary to comply with any tax obligation by local or international authorities.

3. SAFEKEEPING AND TRUSTEE ARRANGEMENT

3.1 Safekeeping of Precious Metal

- (a) Customer Precious Metal purchased by You corresponding to the Customer Order shall be stored with a custodian in a vault on your behalf ("Custodian).
- (b) The Precious Metal stored shall be in the form of bullion bars which are at a minimum, equivalent to 99.5% purity, or higher. The stored Precious Metals will be in the form of bullion bars with a minimum purity of 99.5% or higher. When a customer is buying gold, the total amount of gold stored will be calculated based on 24-karat gold bars that align with the customer's order. The bars in storage may have purities ranging from 99.5% to 99.99% or other specified purities.
Illustration: If a customer purchases 1 gram of 99.99% pure gold, a minimum of 1.0049 grams of 99.5% pure gold will be allocated and stored for that customer in the vault.
- (c) While the Custodian has taken the necessary insurance policy/ies, in case of occurrence of an event not covered in such insurance policy/ies, the Customer Precious Metal may be at risk. The insurance policy/ies obtained by the Custodian are in line with the global industry practices and cover losses due to fire, lightning, theft, cyclone, earthquake, flood, etc. but do not

cover losses due to events such as war, revolution, derelict weapons of war, nuclear radiation, etc.

3.2 Appointment of Trustee

- (a) You hereby acknowledge and agree that the Customer Precious Metal may be monitored by a trustee ("Trustee") while being held on your behalf with the Custodian
- (b) By way of these Terms, You authorize the Trustee to act on Your behalf to ensure that Your interests are adequately protected.
- (c) By accepting these Terms, You further agree to accede to the terms for such arrangement with the Trustee (i.e. a Trustee Agreement).
- (d) In the event of any expenses or charges remaining payable to the Trustee or otherwise till actual delivery or fulfilment of any of your orders for any reason, including where SafeGold is unable to service such requests as enumerated in Clause 6.3 below (Events of Default), thereby adversely affecting or jeopardizing the fulfilment of your orders, then the Trustee will be entitled to sell such minimal part of the Customer Precious Metal and satisfy such outstanding expenses or charges as required in accordance with these Terms read with the Trustee Agreement(s). The sums due to You and/or Precious Metal to be delivered (as the case may be), after settling the aforementioned charges, would be dealt with in accordance with these Terms read with the relevant Trustee Agreement(s).

4. STORAGE OF PRECIOUS METAL

- 4.1 You may be provided with free storage for your Customer Precious Metal for 2 (Two) years from the date of placing the Customer Order, or for such period as more particularly stipulated by SafeGold in this regard from time to time at its sole discretion and notified to Customers on the Platform ("**Free Storage Period**").
- 4.2 After the expiry of the Free Storage Period, SafeGold shall be entitled to levy storage charges for such Customer Precious Metal at such rate as would be specified on the Platform, and which may be revised from time to time. You shall be obliged to pay the storage charges on a monthly basis. In the event you fail to pay such storage charge, you have deemed to have appointed SafeGold as your agent to sell and dispose of such Customer Precious Metal to the extent necessary to recover the storage charge. SafeGold shall be obliged to return any surplus from the sale of such Customer Precious Metal to the Customer into the nominated account of the Customer.
- 4.3 You are advised to periodically check the Platform to understand these storage charges.

5. FORCE MAJEURE

- 5.1 If performance under these Terms is prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe

weather, shortages of materials, rationing, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the Platform, utility or communication failures, earthquakes, pandemics, epidemics, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or failure of any device used to access the Platform, or any other act whatsoever, whether similar or dissimilar to those referred to in this section, which are beyond the reasonable control of SafeGold and could not have been prevented by reasonable precautions then SafeGold shall be discharged from such performance to the extent of and during the period of such force majeure event. Such non-performance by SafeGold shall, in no manner whatsoever, amount to a breach of its obligations.

6. TERMINATION OF SERVICES BY SAFEGOLD

- 6.1 SafeGold, in its sole discretion, may modify, suspend, or terminate access to, all or any portion of the Platform, or your ability to access any Services through the Platform at any time for any reason including termination for breach of any of these Terms or the Privacy Policy.
- 6.2 Customers will be given 30 days to sell their Precious Metal balance or take delivery of their Precious Metal balance (subject to any minimum threshold quantity) before their access to the Customer Account on the Platform or the SafeGold Partner's platform is suspended.
- 6.3 These Terms shall further stand terminated upon the occurrence of any of the following events ("Events of Default"):
 - (a) if SafeGold is adjudged bankrupt or declared insolvent;
 - (b) if SafeGold ceases to carry on its business or has communicated to the Custodian any intention to cease to carry on its business with a notice of less than 90 days in writing acknowledged by the Custodian;
 - (c) upon SafeGold commencing a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar applicable law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law, or consenting to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for the whole or a substantial part of its property or takes any action towards its re-organization, liquidation or dissolution;
 - (d) upon an order being made for the winding up, bankruptcy or dissolution of SafeGold, or an application is admitted for initiating any corporate insolvency resolution process against SafeGold in accordance with Applicable Law;
 - (e) upon any encumbrancer lawfully taking possession, or a liquidator, judicial custodian, receiver, administrative receiver or trustee or any analogous officer having been appointed in respect of the whole or a substantial part of the property of SafeGold, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against whole or a substantial part of the assets or property of SafeGold, or

- any action has been taken or suffered against SafeGold towards liquidation or dissolution or similar reorganization; or
- (f) upon a liquidator or provisional liquidator being appointed to SafeGold or a receiver, receiver and manager, trustee or similar official being appointed in respect of SafeGold or any of its assets, or an event analogous.
- 6.4 In an Event of Default (which has not been cured within 30 days), You authorise the Trustee to instruct the Custodian on how to deal with Your Precious Metal.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 These Terms shall be governed by and construed in accordance with the laws of the Emirate of Dubai and any applicable federal laws of the United Arab Emirates.
- 7.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to the Dubai International Arbitration Centre and finally resolved by arbitration under the DIAC Arbitration Rules in force on the date of the submission of the request for arbitration (“**the Rules**”), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators, to be appointed in accordance with the Rules, shall be one. The legal seat of the arbitration shall be the Dubai International Financial Center and the language of the arbitration shall be English.

8. CREATION OF CUSTOMER ACCOUNT AND REGISTRATION OBLIGATIONS

- 8.1 Before availing the Services, the Customer shall complete the registration process as may be prescribed from time to time. The Customer shall follow the instructions given in the Platform for opening a Customer Account. SafeGold shall be entitled to collect and store relevant information and documents provided by the Customer to the Platform for Know Your Customer (KYC) purposes. As and when required by SafeGold, the Customer will be required to provide additional documents for fulfilling the KYC requirements. You authorize SafeGold to make any necessary inquiries to verify the validity of your identity. You shall be responsible for the correctness and truthfulness of information provided to SafeGold. If You have reasons to believe that there is an error in the information furnished by You, You shall immediately provide correct / updated information.
- 8.2 SafeGold reserves the right to terminate any Customer Account, with or without notice to You, in the event the KYC documents/information are found to be incorrect or the authenticity of the documents/information is found to be doubtful. You hereby undertake to indemnify and keep indemnified SafeGold against any and all losses, claims, liabilities costs etc. which arise out of or relating to Your failure to identify Yourself and validate Your account promptly and / or due to incorrect KYC documents/information.

- 8.3 In the event of any action taken by you or change in regulation pertaining to taxation, KYC or anti-money laundering obligations in the UAE that may cause a change in your status under any of these regulations, You shall inform SafeGold immediately.
- 8.4 SafeGold may share Customer data with government authorities and third-party service providers as required by Anti Money Laundering (**AML**) and Combating the Financing of Terrorism (**CFT**) regulations, and in accordance with UAE Federal Decree-Law No. 45 of 2021 Personal Data Protection Law ("**PDPL**") and any Applicable Law.
- 8.5 If SafeGold or the SafeGold Partner suspects an AML/CFT concern or detects high-risk activity, they reserve the right to freeze, block or take any other action with respect to your Customer Account. They may ask you for additional documents and verification but reserve the right to unfreeze your account on the basis of their evaluation.
- 8.6 SafeGold reserves the right to freeze any Customer Account and block all new transactions if your KYC information has not been updated after the expiry of the document.
- 8.7 SafeGold or a SafeGold Partner may attempt to contact you to request updated KYC documents from time to time. In the event that updated KYC documentation is not provided within 30 days of such a request, SafeGold reserves the right to levy additional administration or account maintenance charges, deducted from your Precious Metal balance, or to administer your account directly until such time as your updated KYC documentation is provided.

9. PLACING CUSTOMER ORDER

- 9.1 Prior to placing an order, You may be required to provide certain KYC documentation and other information as may be required by SafeGold in such form and manner as it may deem fit. This information may be requested from you at the time of registration, or at a later stage, such as during delivery of the Precious Metal, by SafeGold directly or via a third party nominated by SafeGold.
- 9.2 By using our Services, You implicitly confirm that the source of your funds is legitimate and compliant with all AML/CFT regulations outlined by the UAE Ministry of Economy.
- 9.3 Once such documentation and other information is provided by You, You shall be entitled to place an order on the Platform or through a SafeGold Partner ("Customer Order").
- 9.4 You agree that your continued use of the Platform, consequent upon the creation of the Customer Account, is subject to verification by SafeGold of the information and documentation provided by You. You hereby grant SafeGold permission to conduct such verification, in such form and manner as it may deem fit.
- 9.5 You further acknowledge that SafeGold reserves the right for such verification either on registration of the Customer Account or at any time thereafter. You hereby authorise SafeGold to engage with any third-party service provider for verification of your KYC documentation to ascertain your eligibility. Any processing undertaken by SafeGold to process KYC documents shall be in accordance with its Privacy Policy and these Terms. It is hereby clarified that as far as the permission to access the KYC documents by a third-party service

provider is concerned, the same shall be governed by the privacy policy of such third-party service provider.

9.6 Customer's Obligations:

- (a) You will be responsible for maintaining the confidentiality of the Customer Account information and shall be fully responsible for all activities that occur under the Customer Account. You agree to immediately notify SafeGold of any unauthorised use of the Customer Account information or any other breach of security. SafeGold cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. You may be held liable for losses incurred by SafeGold or any user or visitor of the Platform due to authorised or unauthorised use of the Customer Account, as a result of your failure to keep the Customer Account information confidential.
- (b) You shall ensure that the Customer Account information provided by You in the registration form is complete, accurate and up-to-date. Use of another Customer's account information for availing any of the Services and/or for use of the Platform is expressly prohibited.
- (c) You agree that if You provide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if SafeGold has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms, SafeGold shall have the right to indefinitely suspend or terminate or block access to the Customer Account on the Platform and refuse to provide You with access to the Platform.

10. PURCHASE OF PRECIOUS METAL

- 10.1 You may offer to purchase Precious Metals with a minimum weight of 0.0001 gram or any other weight as prescribed by SafeGold or a SafeGold Partner. Additional purchases can be made in incremental values of 0.0001 gram above this minimum, based on the Currency Value of the precious metal as displayed on the platform. It is clarified, however, that SafeGold or any SafeGold Partner may define a higher threshold for minimum purchase quantity at their discretion.
- 10.2 It is hereby clarified that the display of such Currency Value of Precious Metal shall not constitute fully binding offers and would only be considered as an invitation to offer to purchase Precious Metal at the said Currency Value to all Customers. Notwithstanding the foregoing, You understand that the Currency Value may vary multiple times within a day, and accordingly, your payment obligations for any Customer Order will depend on the Currency Value prevailing at the time. While reasonable efforts will be made to offer You a competitive price for the Precious Metal, there is no guarantee that the Currency Value offered to You will be close to or comparable with other prices available in the market.
- 10.3 Payment pursuant to the Customer Order, will be accepted through the payment options made available on the Platform, which may include redirection to a payment gateway hosted by other third-party Payment Gateway Partner, including by SafeGold. At the time of purchase/fulfilment/sale/transfer of Precious Metal, the relevant taxes will be chargeable as applicable as per the

government regulations. It is hereby clarified that once a Customer Order is placed, You are not entitled to cancel or request refund of a Customer Order, provided however that a Customer Order shall stand cancelled if the payment fails for any reason whatsoever.

- 10.4 SafeGold reserves the right to reject a Customer Order, at its sole discretion, if the information, provided by You prior to placing the Customer Order, is not found acceptable and SafeGold is of the opinion that You are not eligible to purchase the relevant Precious Metal. SafeGold shall have the right to freeze the Customer Account until it receives KYC and other documentation in a form and manner satisfactory to it.
- 10.5 Notwithstanding anything to the contrary contained in these Terms, SafeGold shall be entitled to accept or reject a Customer Order, for any reason whatsoever, at its sole discretion.
- 10.6 Upon placing a valid Customer Order in accordance with these Terms along with the payments, SafeGold will have the ability to accept such Customer Order in accordance with these Terms, and the relevant quantity Precious Metal, being the Customer Precious Metal, will have been purchased by You and shall be immediately transferred to your Customer Account.
- 10.7 In case of rejection of a Customer Order in accordance with these Terms, where payments have been received by SafeGold, such payments shall be returned to You.
- 10.8 You understand and acknowledge that once the transaction has been successfully completed, there shall not be any refund, return or cancellation option available to You.
- 10.9 Once the payments are received by SafeGold and the KYC information, if requested, is found acceptable, and if SafeGold has concluded the sale of the Customer Precious Metal, SafeGold shall issue an invoice to You confirming the Customer Order placed within a period of 3 (Three) Business Days of placing such Customer Order, in a manner it may deem fit.

11. DELIVERY OF PRECIOUS METAL

- 11.1 This Platform offers Services for Customers who wish to procure delivery of the Customer Precious Metal in accordance with these Terms.
- 11.2 You shall be entitled to procure delivery of the Customer Precious Metal using the Platform ("**Delivery Request**").
- 11.3 Upon placing the Delivery Request, You shall be required to pay for the applicable charges and confirm the Delivery Request. Your Customer Account shall be provisionally debited corresponding to the quantity of the Customer Precious Metal sought to be delivered ("**Delivered Customer Precious Metal**"). You irrevocably and unconditionally acknowledge and agree that SafeGold shall have the option of providing the Delivered Customer Precious Metal either from Customer Precious Metal originally purchased from SafeGold or a similar quantity and quality of Precious Metal owned and possessed by SafeGold in exchange.
- 11.4 Within a period of 7 (Seven) Business Days of the Delivery Request being confirmed or such further period as may be required by SafeGold, SafeGold shall arrange for delivery of the Delivered Customer Precious Metal at the shipping

- address indicated by You. You shall be solely responsible for ensuring that the correct address is furnished by You on the Platform for processing such Delivery Request. You shall not be entitled to change the shipping address after the Delivery Request is processed by SafeGold.
- 11.5 When placing a Delivery Request, You authorise SafeGold to share your name, address, phone number, identity card, and other relevant details with a courier partner or delivery agent. Such vendors may store and process your personal data outside of the UAE.
 - 11.6 You shall carefully examine the package delivered and shall not accept deliveries where the packaging has been tampered with. If, however, You are of the view that the package delivered has been tampered with, You shall be required to inform SafeGold immediately of the same and provide such other information as may be required by SafeGold in this regard ("**Return Request**"). In the event that the Return Request is accepted by SafeGold, then within a period of 14 (Fourteen) Business Days of the original package of Delivered Customer Precious Metal being delivered back to SafeGold, in a manner indicated by SafeGold, and the Return Request being approved by SafeGold, SafeGold shall arrange for re-delivery of the Delivered Customer Precious Metal at the shipping address indicated by You. The costs for such shipping shall be borne by SafeGold. However, in the event of frivolous and unjustified Return Requests made by You, SafeGold reserves the right to take all action available to it, including black-listing or blocking You from using the Services on the Platform.
 - 11.7 You, upon accepting the delivery, acknowledge the receipt of the Delivered Customer Precious Metal in terms of the Delivery Request placed with SafeGold. SafeGold shall not be liable to You for any refund/replacement, under any circumstance, for any subsequent complaints with respect to such deliveries and/or any failure on your part to comply with these Terms (as the case may be).
 - 11.8 Upon receipt of the Delivery Request by SafeGold, the Customer Account shall be permanently debited for the Delivered Customer Precious Metal from the Customer Account.
 - 11.9 It shall be your responsibility to ensure that You are available to receive the Delivered Customer Precious Metal at the time of delivery. If You are not available at the time of delivery, SafeGold courier agent may try and deliver the item again before returning the same to SafeGold. In case of return of the Delivered Customer Precious Metal to SafeGold, your Customer Account shall be credited for the Delivered Customer Precious Metal, after deducting the charges (if any) due from You, provided however that SafeGold is of the opinion that the packaging has not been tampered with. It is hereby clarified that should a request for re-delivery be made by You, You shall be solely liable to incur the applicable charges for delivering the Delivered Customer Precious Metal.
 - 11.10 SafeGold's courier agent may ask for an identity card or an OTP for verification before giving You the Delivered Customer Precious Metal . The courier agent may also take a photo of your identity card along with the delivered package to record as proof of delivery. In case You are not able to provide verification details to the courier agent then the Delivered Customer Precious Metal may be returned to SafeGold. Your Customer Account shall be credited for the Delivered Customer Precious Metal, after deducting the charges (if any) due from You, provided however that SafeGold has evaluated that the packaging has not been tampered with. It is hereby clarified that should a request for re-delivery be made

- by You, You shall be solely liable to incur the applicable charges for delivering the Delivered Customer Precious Metal.
- 11.11 In case of SafeGold's inability to make deliveries of Delivered Customer Precious Metal due to a Force Majeure Event, SafeGold shall inform You of the same and may require that the deliveries be effectuated through specific modes. In such a case, You hereby agree to bear any additional costs and fees necessary for the delivery to be complete.
- 11.12 SafeGold will not be able to deliver a fractional quantity of Precious Metal below such threshold as SafeGold shall notify for this purpose even if a Customer Request is made for such fractional quantity ("**Minimum Quantity Threshold**"). The Minimum Quantity Threshold for different Precious Metals may vary, and shall be notified on the SafeGold Partner Platform through the catalogue display of products available for Delivery or Purchase. You are advised to check the SafeGold Partner Platform periodically to determine the Threshold Quantity as the same may be revised from time to time. In the event that any Precious Metal below the Minimum Quantity Threshold is to be delivered to You, then You agree and acknowledge that such Customer Precious Metal will instead be sold by SafeGold based on the sale prices displayed on the SafeGold Partner Platform and You will instead receive the applicable sale proceeds in your bank account, details of which are provided by You. If there is any mistake in the account number provided by You, SafeGold would not be held responsible for the same.
- 11.13 Notwithstanding anything to the contrary contained in these Terms, SafeGold shall be entitled to reject a Customer Request which is not in compliance with the Terms hereof, and shall inform the Customer of the reasons for the same.
- 11.14 Based on the changes made to the Customer Account (in lieu of the Customer Orders and/or Customer Requests), if You are of the opinion that the changes made thereto do not tally with the orders and/or Customer Requests placed by You, You may contact SafeGold at uaecare@safegold.com, who shall accordingly take all necessary actions for taking care of any such identified discrepancies.
- 11.15 It is hereby clarified that the Customer Precious Metal cannot be pledged or transferred by You to any other user, and the Customer Account is non-transferrable, unless specifically allowed by SafeGold. In the event of your death, the title to such Customer Precious Metal shall be transferred in line with a judicial order. Notwithstanding any provision to the contrary within these Terms, SafeGold reserves the right to retain, dispose of, or manage the Precious Metal in the Customer's account in accordance with the judicial order. Subsequent to this, your legal heir(s) shall be regarded as the Customer for the purpose of the Customer Precious Metal and Customer Account thereafter and the Terms shall be applicable to your legal heir(s).
- 11.16 It is hereby clarified that the Platform displays articles that are available for purchase. Some items may appear slightly larger or smaller than the actual size due to screen defaults and photography techniques. SafeGold shall not be liable for any legal action on this account. It shall be SafeGold's endeavour to ensure that all details regarding the products are clearly displayed on the Platform .
- 11.17 Data may be inaccurately displayed on the Platform due to reasons not directly attributable to SafeGold, such as some system errors on the Platform or any device used to access the Platform. SafeGold reserves the right to correct any and all errors when they do occur, at its sole discretion, and SafeGold shall be

entitled to not honour any requests/orders placed by You based on any inaccurate or erroneous prices.

- 11.18 The Currency Value indicated on the Platform is fixed and not negotiable. The Currency Value is also subject to change without any notice to You.

12. SALE OF CUSTOMER PRECIOUS METAL

- 12.1 You may be provided with an option to sell the Customer Precious Metal during market hours based on the Sell Price on the Platform. If the prices are found acceptable to You, You shall confirm the sale request, in a form and manner acceptable to SafeGold ("**Sale Request**"). Your Customer Account shall be debited corresponding to the quantity of the Customer Precious Metal sought to be sold via the Sale Request ("**Sold Customer Precious Metal**").
- 12.2 Within a period of 2 (Two) Business Days of the Sale Request being confirmed or such further period as may be required, the payment, pursuant to the Sale Request, shall be disbursed by SafeGold at the sale prices indicated at the time of placing such Sale Request. SafeGold shall arrange for such payments to be made to your bank account or payment wallet, details of which are provided by You or the SafeGold Partner via which you made the Sale Request. If there is any mistake in the account number, routing number or other information provided by You, SafeGold will not be held responsible for the same.
- 12.3 It is hereby clarified that SafeGold will provide this service on a best-efforts basis and only when the commercial bullion market is in operation. SafeGold does not in any way guarantee that this option will be available to You at all times. Further, the buyer of the Sold Customer Precious Metal may be either SafeGold or another party (being interested in buying the Sold Customer Precious Metal). SafeGold shall not be held liable for any actions of such third-party purchaser, apart from ensuring that funds are received on account of your Sold Customer Precious Metal.
- 12.4 While reasonable efforts will be made to offer You a competitive price for the Customer Precious Metal, there is no guarantee that the price offered to You will be close to or comparable with other prices available in the market.

13. TRANSFER OF PRECIOUS METAL

13.1 Gifting Precious Metal:

- (a) SafeGold may offer Customers the ability to gift Precious Metal purchased by the Customer, to a recipient of their choice. This will be offered as the "gift gold" feature.
- (b) SafeGold shall not be responsible for the acceptance or rejection of the "gift" by the intended recipient, or for verifying the correctness of the mobile number or other identification information provided for the intended recipient by the Customer.
- (c) Precious Metal gifts shall be final, and SafeGold shall not be responsible for amending, altering or otherwise reversing the transaction in case the gift

is delivered to an unintended recipient due to any error on the part of the Customer.

- (d) However, in case the intended recipient does not accept the “gift” within the prescribed time, the Precious Metal balance shall revert to the Customer Account.

13.2 Exchange for Jewellery:

- (a) SafeGold may also offer Customers the ability to exchange their Customer Precious Metal for jewellery through a partnership with reputed jewellery chains (“**Jeweller Partner**”). This will be offered as part of the “exchange for jewellery” feature.
- (b) Customers may opt for this functionality by placing a request for exchange (“**Exchange Request**”) on the Platform and following the procedure described by SafeGold. The transaction shall only be initiated upon the express instructions of the Customer to the Jeweller Partner.
- (c) Upon placing the Exchange Request, the Customers will be sent a One-Time Password (OTP), or such similar authentication code, by SafeGold to verify the transaction and confirm that they wish to proceed with the transfer of the Customer Precious Metal balance to the selected Jeweller Partner. By communicating the OTP to the Jeweller Partner, the Customer agrees to allow SafeGold to debit the Customer's Precious Metal account balance to the extent required for the purchase of the chosen jewellery product.
- (d) Any additional charges for the jewellery product selected shall be borne by the Customer.
- (e) Once a transaction has been deemed to be final and an invoice generated for the transaction, a Customer shall not have the ability to cancel or request for a refund, unless specifically allowed by SafeGold or the Jeweller Partner.
- (f) Notwithstanding anything to the contrary contained in these Terms, SafeGold shall be entitled to reject an Exchange Request which is not in compliance with the Terms hereof, and shall intimate the Customer of the reasons for the same.

13.3 SafeGold, at any time and its sole discretion, may change the specifications of any functionality that pertains to transfer of Precious Metal which include but are not limited to the number of maximum and minimum transferors and receivers, the minimum and maximum amount transferable per transactions, the minimum and maximum gift amount transferable by an individual per day as well as (but not limited to) the minimum and maximum amount that can be transferred by individuals overall using the Platform.

14. FRAUDULENT TRANSACTIONS

14.1 The Customer should take care not to share their login credentials, mobile wallet details, personal Bank Account pin, credit card CVV, OTP, or any other confidential information related to their payment method (“**Payment Information**”) with any third-party intentionally or unintentionally. SafeGold never solicits Payment Information over a call or otherwise. SafeGold and/or the

- relevant Payment Gateway Partner(s) or SafeGold Partners shall not be liable for any fraud due to the sharing of such details.
- 14.2 In the event that an individual's Payment Information and/or Payment Instrument is fraudulently utilised to purchase Precious Metal on the Platform ("**Fraudulent Transaction**") from SafeGold, then SafeGold may share relevant information of such transaction if the victim approaches SafeGold via proper channels including SafeGold's customer support number and email (uae@safegold.com), along with supporting documentation from the relevant public authority.
- 14.3 In the event that SafeGold and/or the SafeGold Partner or Payment Gateway Partner(s) have flagged any transaction or Customer Account as suspicious as per their internal guidelines, or where it is found that a Customer has utilised Payment Information or a Payment Instrument in an unauthorised or fraudulent manner to purchase Precious Metal or undertake any other transaction on the Platform ("**Fraudulent User**"), SafeGold and/or the Payment Gateway Partner(s) shall be entitled to:
- (a) request further KYC information or other documentation from the Fraudulent User to verify the flagged transaction;
 - (b) pending further verification, block such Fraudulent User, and/or freeze any accounts associated with them;
 - (c) reverse any such Fraudulent Transaction, to the extent possible, including the sale of any Precious Metal purchased by such Fraudulent User, at the prevailing rate;
 - (d) provide information on such Fraudulent User, along with any other transaction details, to the relevant authorities.
- 14.4 In the event of a Fraudulent Transaction as per Clause 12.2, SafeGold shall make a reasonable effort to assist the victim in recovering their funds, subject to supporting evidence and documentation being provided upon request. SafeGold shall be entitled to transfer the victim's funds, less any payment gateway charges that are not refunded by the relevant Payment Gateway Partner(s).
- 14.5 However, it is clarified that SafeGold shall not be obligated to reverse any transaction where the Fraudulent User has already sold the Precious Metal purchased through the Fraudulent Transaction, and received the funds against such sale; or where the Fraudulent User has chosen to take delivery of the Precious Metal so purchased. In this event, SafeGold shall, to the best of its ability, provide any information on the Fraudulent User, including the bank account or mobile wallet account to which funds have been settled, or the physical address to which the Precious Metal has been delivered, to the victim or the relevant authorities.

15. USE OF THE PLATFORM AND SERVICES

- 15.1 You acknowledge that the Services are for Your personal use and agree not to publish the Precious Metal prices or descriptions of Precious Metal and/or any other information displayed on the Platform (in lieu of Your access to the Platform) on any other medium. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

- 15.2 Subject to these Terms and the Privacy Policy, You hereby grant to SafeGold a non-exclusive, worldwide, royalty-free right to (a) collect, store and transmit Your data, in each case solely to the extent necessary to provide the Services to You, and (b) share Your data or interact with other people, to distribute and publicly perform and display Your data as You direct or enable through the Services. You will provide Your consent to SafeGold as may be required under Applicable Law for the use and/or sharing of any data generated by You when purchasing Precious Metal or otherwise using the Platform for any services related to the purchase of the Precious Metal in such manner as SafeGold may stipulate in this regard. Your data will continue to be governed by confidentiality obligations outlined in Clause 22 and our Privacy Policy. It is hereby clarified that SafeGold will be the owner of any data generated by You during any interactions for the Purchase/ Sale/ Redemption of Precious Metal on the Platform.
- 15.3 You represent and warrant that: (i) You have obtained all necessary rights, releases and permissions to provide all Your data to SafeGold and to grant the rights granted to SafeGold in these Terms and (ii) Your data and its transfer to and use by SafeGold as authorized by You under these Terms do not violate any laws or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under these Terms and our Privacy Policy, SafeGold assumes no responsibility or liability for Your data, and You shall be solely responsible for Your data and the consequences of using, disclosing, storing, or transmitting it.
- 15.4 SafeGold shall not be held liable for any loss of data, technical or otherwise, information, or for particulars supplied by You, due to reasons beyond its control such as corruption of data or delay or failure to perform as a result of a Force Majeure Event.
- 15.5 SafeGold shall have the sole discretion to determine the delivery locations it may want to serve.
- 15.6 The provision of Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. SafeGold strives to keep the Services up and running; however, all online services suffer occasional disruptions and outages. SafeGold is not liable for any disruption or loss You may suffer as a result.
- 15.7 SafeGold may discontinue some or all of the Services, including certain features and the support for certain devices and platforms, at any time.

16. SUSPENSION / CLOSURE OF CUSTOMER ACCOUNT

- 16.1 SafeGold may, at its discretion, suspend Customer Account, if there appears to be fraudulent or suspicious activity in the Customer Account. If SafeGold is of the opinion that You are involved in any unlawful activity or the Customer Account is used for any unlawful purpose, SafeGold shall have the right to take all actions available to it, including black-listing or blocking You from using the Services on its Platform or blocking your access to the Services through the Platform or intimating the relevant authorities of such unlawful activities. SafeGold or a

- SafeGold Partner may attempt to contact You to request additional KYC documents for allowing access to your Customer Account, subject to evaluation.
- 16.2 SafeGold shall not be held liable/responsible, in any manner whatsoever, for any loss/liability arising out of or relating to any technical failure/issue in Platform and/or acts/omission not attributable to it.
 - 16.3 You shall inform immediately, in any case no later than 10 (Ten) Business Days of the transaction, of any irregularities or discrepancies that may exist in your Customer Account, failing which it shall be deemed that there is no error or discrepancy in the account. All records maintained by SafeGold, in electronic or documentary form of the instructions of the Customer and such other details (including, but not limited to payments made or received) pursuant to the Terms, shall as against the Customer, be deemed to be conclusive evidence of such instructions.
 - 16.4 In the event of the closure of a Customer Account, either by request of the Customer or by SafeGold pursuant to the Terms of Use, the Customer shall be given the option to (a) sell the Precious Metal in their account at the current market price as determined by SafeGold, with proceeds credited to the Customer's designated account, or (b) take delivery of the equivalent Precious Metal. The Customer must indicate their choice within 30 days of account closure notification. In the absence of such indication, SafeGold reserves the right to sell the Precious Metal on behalf of the Customer, with proceeds held for the Customer's benefit for a period of 90 days.
 - 16.5 Should there be a court judgment against any Customer that necessitates action on their account, including but not limited to, garnishment, levy, or other legal seizure of assets under the direction of a court of competent jurisdiction, SafeGold will comply with such orders. Notwithstanding any provision to the contrary within these Terms, SafeGold reserves the right to retain, dispose of, or manage the Precious Metal in the Customer's account in accordance with the judicial order. SafeGold will endeavor, to the extent permitted by law, to notify the affected Customer of such proceedings and the actions taken with their account.
 - 16.6 In the event of a termination of SafeGold's partnership with a SafeGold Partner through which the Customer accesses SafeGold services, the Customer may have the option to migrate their account directly to SafeGold without the necessity of using the SafeGold Partner's portal. SafeGold will provide all affected Customers with detailed instructions on how to migrate their accounts within 30 days of the termination announcement. SafeGold commits to ensuring a seamless transition for Customers choosing to migrate their accounts, subject to the completion of any required verification processes and internal approvals.

17. FEES

- 17.1 You hereby agree that You shall be liable for all fees and charges associated with the use of the Platform and Services. Further, details of the fees payable (including, but not limited to the terms pertaining to such fees and the quantum thereof), have been set out on the Platform. Please note that the fees and charges may be revised from time to time and it would be your responsibility to view the Platform to check the then current fees and charges payable.

- 17.2 It is hereby clarified that fees and charges, once paid, are non-refundable.
- 17.3 All payments made for the use of the Platform and/or purchase of Customer Precious Metal by You will be made in UAE Dirhams, unless specified otherwise.
- 17.4 While availing any of the payment method/s available on the Platform for availing the Services, SafeGold shall not be responsible for or assume any liability, whatsoever in respect of any actual loss or damage arising directly or indirectly to You due to:
- (a) Lack of authorization for any transaction(s), or
 - (b) Exceeding the preset limit mutually agreed by You and between bank/s and/or other institutions used by You in making payment, or
 - (c) Any payment issues arising out of the transaction, or
 - (d) Rejection of transaction for any other reason(s) whatsoever.
- 17.5 SafeGold may temporarily/permanently suspend/terminate the Customer Account or refuse access in case of non-payment of fees due by You. Without limitation to the other rights and remedies available to SafeGold, it also reserves the right to take legal action for the same.

18. MEMBER ELIGIBILITY

- 18.1 Use of the Platform and/or the Services is available only to Persons who can enter into legally binding contracts and are UAE residents. Persons who are "incompetent to contract" including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the Platform or the Services. Any person under the age of 18 shall not register on the Platform and shall not transact on or use the Platform in relation to or for any Services. If a minor wishes to use or transact on the Platform, such use or transaction may be made by the minor's legal guardian or parents on the Platform. SafeGold reserves the right to terminate any Person's membership and/or refuse to provide such Person with access to the Platform and/or any Services if it is brought to SafeGold's notice or if it is discovered that such Person is not eligible to use the Platform and/or any Service.

19. ABSENCE OF RELATIONSHIP

- 19.1 You represent and warrant to SafeGold that You have sufficient experience and knowledge to make informed decisions to purchase and/or sell Customer Precious Metal and/or avail other Services made available on the Platform. You acknowledge that You have not relied on any information made available by SafeGold and that SafeGold is not making any recommendation with respect to such purchases and/or sale of Customer Precious Metal and/or availing other Services made available on the Platform. No relationship other than seller-purchaser if such a request is made by You on the Platform in compliance with these Terms, including, without limitation, any agent-principal relationship, any advisor-advisee relationship, any employee-employer relationship, any franchisee-franchisor relationship, any joint venture relationship or any partnership relationship, exists between You and SafeGold.

- 19.2 You acknowledge that SafeGold is not providing, dealing in, or offering any investment product and does not offer any guarantee and/or assured returns. You further acknowledge that the value of Precious Metal may vary depending on various factors and forces.

20. ELECTRONIC ORDER RISKS

- 20.1 Commercial internet service providers are not 100% reliable and a failure by one or more of these providers may affect internet-based order entry. You acknowledge that the order entry system is an electronic mechanical system and as such may be subject to failure beyond the control of SafeGold. Therefore, SafeGold shall not be responsible for errors, negligence, inability to execute orders, delays in transmission, delivery or execution of order due to breakdown or failure of transmission or communication facilities (including in any device used to connect to the Platform), or to any other cause beyond SafeGold's control or anticipation.

21. FEEDBACK

- 21.1 The Platform may allow You to post Your review and experience of using the Platform ("**Reviews**") in order to improve the Platform and the user experience.
- 21.2 You, being the originator of the Reviews, are responsible for the Reviews that You upload, post, publish, transmit or otherwise make available on the Platform. You represent that all such Reviews will be in accordance with Applicable Law. You acknowledge that SafeGold does not endorse any Reviews on the Platform and is not responsible or liable for any Reviews. SafeGold reserves the right to disable access to the Reviews on the Platform.
- 21.3 You hereby grant SafeGold a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the Reviews in any manner as deemed appropriate by SafeGold in any form including but not limited to print, broadcast, online and across any and all websites and platforms owned by SafeGold.
- 21.4 You further represent and warrant that while posting any Reviews on the Platform You shall not use any offensive, libelous, derogatory, hateful or racially or ethnically objectionable language. SafeGold shall, at its sole discretion, have the right to remove any objectionable content and pursue any legal recourse available to it to protect the Platform or Customer interest.

22. CONFIDENTIALITY

- 22.1 As explained in our Privacy Policy, SafeGold will keep all confidential information confidential, including Your personal information, and shall not disclose it to anyone except as required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would

apply to its own confidential information. SafeGold acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. SafeGold shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with the provisions of these Terms of confidentiality as if such person was subject to these Terms of confidentiality.

23. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 23.1 SafeGold solely and exclusively owns respective copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with the Services provided by SafeGold and displayed on/accessed on the Platform and is protected under Applicable Law.
- 23.2 You hereby acknowledge that the Services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by SafeGold respectively through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of SafeGold and such others. You thereby agree to protect the proprietary rights of SafeGold during and after the term of these Terms. You may not selectively download portions of the Platform without retaining the copyright notices. You may download material from the Platform only for the purpose intended by these Terms.
- 23.3 Any infringement shall lead to appropriate legal proceedings against You at an appropriate forum for seeking all available remedies under Applicable Laws

24. LINKS TO/FROM THIRD-PARTIES WEBSITES/APPLICATIONS

- 24.1 The Platform may contain links and interactive functionality interacting with the websites of third parties. SafeGold is not responsible for and does not have any liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, SafeGold strongly recommends that You review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

25. INDEMNIFICATION

- 25.1 You hereby agree to indemnify and keep the SafeGold indemnified from and against all actual actions, claims, demands, proceedings, losses, damages, costs, charges and expenses, directly or indirectly, whatsoever (“**Losses**”) which SafeGold and/or its employees, agents, workers or representative may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of: (i) the usage of the Platform and/or any device used by the

Customer to access the Platform; (ii) by reason of SafeGold acting in good faith and taking or refusing to take or omitting to take action on the Customer's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Customer; (iii) breach or non-compliance of the Terms and relating to the Customer Account; and/or (iv) fraud or dishonesty relating to any transaction by the Customer.

26. PRIVACY POLICY

26.1 Please review our [Privacy Policy](#) which also governs your visit to the Platform, to understand SafeGold's privacy practices. The Personal Information (defined in the Privacy Policy) provided to SafeGold by You during Your usage of the Platform will be treated as strictly confidential and in accordance with our Privacy Policy and Applicable Laws and regulations. If You object to your personal information being transferred or used, in accordance with our Privacy Policy, please do not use the Platform.

27. USE OF THE PLATFORM

27.1 You agree, undertake and covenant that, during the use of the Platform, You shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

- (a) belongs to another person and to which You do not have any right.
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another person's privacy, insulting or harassing on the basis of gender, hateful or racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent or contrary to the Applicable Laws in force in any manner whatsoever.
- (c) is misleading in any way.
- (d) is harmful to minors.
- (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
- (f) infringes upon or violates any third party's rights including, but not limited to, any patent, trademark, copyright or other proprietary rights or intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number).
- (g) provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.
- (h) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, communities, account information, bulletins, or other areas of the Platform or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Platform.

- (i) engages in commercial activities without SafeGold's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.
- (j) interferes with another person's use of the Platform.
- (k) impersonates another person.
- (l) threatens the unity, integrity, defence, security or sovereignty of the UAE, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any foreign States.
- (m) refers to any website or URL that, in SafeGold's sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
- (n) deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false, misleading, grossly offensive or menacing in nature but may reasonably be perceived as a fact.
- (o) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person.
- (p) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, covertly intercept or steal any system, data or personal information.
- (q) violates any Applicable Law for the time being in force.

27.2 You hereby accept full responsibility for any consequences that may arise from your use of the Platform, and expressly agree and acknowledge that in no event and under no circumstances shall SafeGold be held liable to You for any liabilities or damages resulting from or arising out of your use of the Platform. You shall not use anyone else's account at any time.

27.3 You agree and acknowledge that You shall not use the Platform for any fraudulent, malicious, illegal or unauthorized purpose/activities. You agree to comply with all Applicable Law pertaining to your use of the Platform. You further agree and acknowledge that You shall use the Services provided on the Platform only for your business purposes.

27.4 You agree, undertake and covenant that, during the use of the Platform you shall not attempt to alter, mimic, modify or in any way license or offer the APIs utilised by SafeGold on the Platform for sale or resale to a third party.

27.5 SafeGold shall have the right, but not the obligation, to monitor your access to or use of the Platform to ensure your compliance with these Terms or Applicable Law, at its sole discretion.

27.6 You agree to not use scripts or other tools to extract or save Proprietary Data of SafeGold. Proprietary Data shall mean and include all content and proprietary information in relation to the Precious Metal or related services, which are generated by the Platform through its APIs or any other algorithm created by it in relation to the Platform, including the price of the Precious Metal. By using the Platform, You agree to respect and maintain the confidentiality of SafeGold's

Proprietary Data and not to use or disclose it in any manner not explicitly authorized by SafeGold.

28. DISCLAIMER OF WARRANTIES

- 28.1 SAFEGOLD DOES NOT MAKE ANY REPRESENTATIONS WHATSOEVER, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE PRECIOUS METAL SOLD OR OFFERED TO BE SOLD TO YOU, THE QUALITY THEREOF OR THE FITNESS OF USE OR THE MERCHANTABILITY OF SUCH PRECIOUS METAL OR ANY OTHER MATTER, AND SAFEGOLD HEREBY DISCLAIMS ALL SUCH WARRANTIES. SAFEGOLD SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY DEFECT/ IMPURITY ETC. IN SUCH PRECIOUS METAL.

ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM (COLLECTIVELY, THE "**CONTENTS**") ARE PROVIDED BY SAFEGOLD ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. SAFEGOLD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. SAFEGOLD SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION OR ANY OTHER LOSSES INCURRED BY YOU FOR USE OF THE PLATFORM. YOU EXPRESSLY AGREE THAT THE USE OF THE PLATFORM IS AT YOUR SOLE RISK. SAFEGOLD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM OR THE SERVICES OR THE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, SAFEGOLD DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PLATFORM (OR ANY PART THEREOF) AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

SAFEGOLD DOES NOT GUARANTEE ANY RETURNS, ON ANY TRANSACTIONS CONSUMMATED VIS-À-VIS THE PLATFORM, TO ANY PERSON, EITHER DIRECTLY OR INDIRECTLY. YOU SHALL BE SOLELY RESPONSIBLE FOR UNDERTAKING APPROPRIATE AND EFFECTIVE DUE DILIGENCE AND RELATED ANALYSIS BEFORE UNDERTAKING ANY TRANSACTIONS PURSUANT TO THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SAFEGOLD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES WILL HAVE NO LIABILITY FOR YOUR PURCHASE OR OTHER DECISIONS USING THE PLATFORM.

SAFEGOLD SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF THE PLATFORM IS AT YOUR SOLE RISK.

29. RIGHTS & RESERVATIONS

29.1 **SafeGold** reserves the right to:

- (a) Make all decisions in relation to, inter alia, your registration with SafeGold;
- (b) Request additional documents and additional information from You for the purpose of your registration as a user with the Platform; and
- (c) Deny access to the Platform or any portion thereof without notice for the following reasons (i) any unauthorized access or use by You; (ii) attempt(s) to assign or transfer any rights granted to You under these Terms; (iii) violation of any of the provisions of the Terms or any Applicable Laws.

30. LIMITATION OF LIABILITY

30.1 You hereby acknowledge that SafeGold (including but not limited to its directors, employees, agents or partners) shall not be held liable to You for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. SafeGold shall also not be liable under any circumstances for damages arising out or related in any way to Your inability to access, or Your difficulty in accessing the Platform to avail of any Services, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party, any loss of Your data, any claim relating to Your data or content from the Services and/or Your failure to keep the Precious Metal Account Information secure and confidential. You further agree that SafeGold shall not be held responsible in any manner whatsoever for any and all acts or omissions of any intermediaries or any other third party whatsoever including (but not limited to) any person whose device has been used by You to access the Platform and/or any person appointed/nominated for the purposes of accepting/collecting any payments from You for the purchase of Precious Metal.

31. AMENDMENTS, ACCEPTANCE OF TERMS

31.1 In order to use the Platform, You must first agree to these Terms. You can accept the Terms by (1) Signing up with SafeGold and logging onto SafeGold by using the Login Credentials; (2) Actual usage of the Platform either directly or through SafeGold Partner. In this case, You understand and agree that SafeGold will treat your use of the Platform as acceptance of the Terms from that point

onwards; or (3) By clicking to accept these Terms, if and when prompted on the Platform or SafeGold Partner.

- 31.2 SafeGold reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time by giving a reasonable prior notice to the Customer. Such changes shall be posted on the Platform and shall be notified to the Customer prior to making such changes by SMS/ email or by posting a notice on the Platform. Notwithstanding anything to the contrary, Customer shall be responsible for regularly reviewing the Terms, including amendments thereto as may be posted on the Platform and shall be deemed to have accepted the amended Terms by continuing the use of Platform. As long as You comply with these Terms, SafeGold grants You a personal, revocable, non-exclusive, non-transferable, limited privilege to access and use the Platform.
- 31.3 By impliedly or expressly accepting these Terms, You also accept and agree to be bound by all policies, including but not limited to SafeGold's Privacy Policy, as amended from time to time. You can view and read SafeGold's Privacy Policy at www.uae.safegold.com.
- 31.4 Please do not access or use the Platform or otherwise click to accept these Terms, if and when prompted on the Platform, if You do not accept the Terms or are unable to be bound by the Terms. As a condition of Your access to and use of the Platform or the provision of any Services to You using the Platform, You agree that You will comply with all Applicable Laws and regulations when using the Platform. If SafeGold is of the opinion that the Customer Account is being used by You for any unlawful purpose, SafeGold shall have the right to take all actions available to it, including black-listing or blocking You from using the Services through the Platform or intimating the relevant authorities of such unlawful activities.

32. ASSIGNMENT

- 32.1 Except as expressly provided herein, You shall not license, sell, transfer or assign your rights, obligations, or covenants under these Terms in any manner without SafeGold's prior written consent. SafeGold reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third party.

33. SEVERABILITY AND WAIVER

- 33.1 These Terms, the Privacy Policy and other referenced material herein or on the Platform, form the entire agreement between You and SafeGold with respect to the products/Services offered on the Platform and supersede all prior communications and proposals (whether oral, written or electronic) between You and SafeGold with respect hereto. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

34. COMPLAINTS

- 34.1 Please contact uaecare@safegold.com with regards to any questions, concerns, or complaints you have with regard to these Terms.