

Arbeat Group FZE Terms and Conditions

INTRODUCTION

This Terms and Conditions together with the [Privacy Policy](#) constitute the Client Agreement (the “Agreement”) between you (“Client” or “your”) and Arbeat Group FZE (“Arbeat”, “Company”, “we”, “us”, or “our”) in connection with the services provided to you as a Retail, a Qualified Retail, or an Institutional Investor as applicable by Arbeat under its Virtual Asset Service Provider License (“VASP License”) issued by the Dubai Virtual Assets Regulatory Authority (“VARA”), for the provision of Broker-Dealer Services issued.

Capitalised words in this Agreement have the meaning assigned to them in this Agreement or in the relevant VARA Rulebook. VARA Rulebooks and regulations can be found on the [VARA website](#).

IMPORTANT NOTICE – THE ARBEAT WEBSITE AND THE SERVICES IT OFFERS ARE NOT ADDRESSED TO OR INTENDED TO BE USED BY PERSONS THAT HAVE THEIR REGISTERED PLACE OF RESIDENCE IN THE UNITED STATES OF AMERICA, OR ANY SANCTIONED COUNTRY INCLUDING CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, YEMEN, OR IN A JURISDICTION WHERE TRADING OR HOLDING OF VIRTUAL ASSETS (“VIRTUAL ASSETS”) IS RESTRICTED OR FORBIDDEN UNDER DOMESTIC LAW OR REGULATION (A “SANCTIONED COUNTRY” AND A “RESTRICTED COUNTRY”).

Arbeat may serve Retail Investors, Qualified Retail Investors and Institutional Investors (as defined in the VARA Market Conduct Rulebook (“MCR”) under its VASP License. By accepting the terms and conditions contained in this Agreement, you are confirming to us that you are a Retail Investor, a Qualified Retail Investor, or an Institutional Investor as applicable in accordance with the MCR.

In order to sign up to or continuing using an account on Arbeat, through the [Arbeat website](#), or any of our APIs, or mobile applications (collectively the “Arbeat Site”), you must read, understand and acknowledge your acceptance to be bound by the terms within this Agreement.

If you do not agree to any of the terms herein and/or the Privacy Policy, and do not provide an acknowledgment of your acceptance to be bound by this Agreement, you may not use or continue to use the Arbeat Site and/or any of the Arbeat Services and/or products. Arbeat shall provide its products and/or services to you only upon your written acknowledgement of acceptance to the Agreement.

By clicking “I Agree”, you confirm your acceptance to be bound by the Agreement including its Appendices and Schedules as amended and modified from time to time.

A copy of the Agreement will be sent to your registered email address upon your acceptance.

ARBEAT GROUP FZE

Arbeat Group FZE is a company formed and existing in the United Arab Emirates, under the Dubai Integrated Economic Zones Authority (License number 3515) and having its registered address at 23.01 -E030 Sheikh Rashid Tower DWTC, Dubai, United Arab Emirates.

DISCLAIMER

Arbeat cannot and does not guarantee the value of Virtual Assets. You acknowledge and agree that the value of Virtual Assets is highly volatile and that buying, selling, trading and holding Virtual Assets involves significant risks. The risk of loss in buying, selling, trading or holding of Virtual Assets can be substantial. You should therefore carefully consider whether buying, selling trading or holding Virtual Assets is suitable for you in light of your financial circumstances.

In considering whether to buy, sell, trade or hold Virtual Assets, you should be aware that the price or value of Virtual Assets can change rapidly, decrease, and potentially even fall to zero, thereby resulting in a complete loss of your investment. If you are unable to bear the financial risk of loss, please do not use or access the Arbeat Site.

You agree that you are solely responsible for any Virtual Asset transactions made on your account and the use of the Arbeat Site. All services offered, marketed, or promoted by Arbeat will be made available to users through the Arbeat Site.

Arbeat does not offer its services through any other platform and will never ask you to provide your Arbeat account passwords, online banking password, ATM PIN, debit/credit card CVV numbers, or to make payments in person, via cash deposits or money transfer (Western Union, MoneyGram, etc.).

ARBEAT HAS PUBLISHED A DETAILED DESCRIPTION OF THE MATERIAL RISKS ASSOCIATED WITH VIRTUAL ASSETS AND THE BUYING, SELLING, TRADING, SWAPPING, AND HOLDING OF VIRTUAL ASSETS, INCLUDING THOSE RESULTING FROM A FAILURE OR INABILITY TO PROVIDE THE ARBEAT SERVICES, IN ITS [RISK DISCLOSURE](#) STATEMENT ON THE ARBEAT SITE. THE RISKS DETAILED IN THE RISK DISCLOSURE STATEMENT IS BY NO MEANS EXHAUSTIVE. YOU MUST READ AND UNDERSTAND THE RISK DISCLOSURE STATEMENT PRIOR TO USING ANY ARBEAT PRODUCTS AND/OR SERVICES.

DEFINITIONS

Client Account means an account at a third party bank which holds or is established to hold the Client Money of one or more clients; and is maintained under the name of Arbeat.

Client Money means all money held or controlled by Arbeat on behalf of a client in the course of, or in connection with, the carrying on of any Arbeat Services in relation to virtual assets, except for:

- i. Money which is immediately due and payable to Arbeat, such as fees for services provided to a client;
- ii. Amounts payable by Arbeat for expenses incurred on behalf of the client; and

iii. Other charges that are due and payable to Arbeat.

Fiat shall mean government issued currency that is designated as legal tender in its country of issuance through government decree, regulation or law.

Force Majeure shall mean certain acts, events or circumstances that are beyond the control of the parties and which prevent a party from performing any of its obligations under the Agreement, including but not limited to act of God, outbreak of war, hostilities, insurrection, riot, strikes, acts or threat of terrorism, breakout of pandemics or epidemics, act of state or government, breakdown or failure of hardware, software, internet connections, transmission and/or system equipment, communication failures, system error or other operational failures, etc.

Tier shall mean, in relation to Fiat currency, the maximum amount of Fiat currency that a Client is permitted to deposit or withdraw within a given daily, weekly or monthly period as applicable, subject always to the Verification level of the Client and as may be notified to the Client from time to time.

Verification/Verify shall mean the process by which Arbeat shall conduct mandatory customer due diligence check on the Client prior to onboarding the Client by obtaining the Client know your customer (KYC) information and documents as required under applicable laws and regulations.

Virtual Assets shall mean a digital representation of value that can be digitally traded and functions as (1) a medium of exchange; and/or (2) a unit of account; and/or (3) a store of value but does not have legal tender status in any jurisdiction. A Virtual Asset is (a) neither issued nor guaranteed by any jurisdiction and fulfills the above functions only by agreement within the community of users of the Virtual Assets; and (b) distinguished from Fiat currency and electronic money.

1. SERVICES

Thank you for visiting our Arbeat Site and choosing to use one or more of the Arbeat Services offered through the Arbeat Site.

Arbeat offers Broker-Dealer activity in relation to Virtual Assets in accordance with our permission under VARA.

In accordance with our VASP License, Arbeat operates as a Broker-Dealer approved by VARA to provide any one or more of the following Broker-Dealer Services:

- i. Arrange orders for the purchase and sale of Virtual Assets between two Entities;
- ii. Solicit or accept orders for Virtual Assets and accept Fiat currency, or other Virtual Assets for such orders;
- iii. Facilitate the matching of transactions in Virtual Assets between buyers and sellers; and/or
- iv. Wallet services (i.e. the generation of deposit wallet addresses for Arbeat's customers on COBO custody solution to facilitate virtual assets deposits into the platform.

Arbeat provides transaction and account services and custody arrangements (hereinafter referred to as “Arbeat Services”) as described in further details below.

Except as otherwise stated, all Arbeat Services found on, or offered through the Arbeat Site are offered without warranty, and on “as-is,” and with “all faults” basis.

1.1. Transaction and Account Services

The following services (the “Transaction and Account Services”) are provided to you by Arbeat:

- **An intuitive interface with real-time order books, charting tools, trade history, and a simple order process (the “Pro Platform”);**
- **A product that allows you to buy and sell Virtual Assets (the “Lite Platform”);**
- **A product that allows you to send and receive Virtual Assets to and from external wallets; and**
- **Wallet management and custody of Virtual Assets through third party custody arrangements.**

1.2. Custody Arrangements

Arbeat shall provide wallet services to you through third-party custody providers, with whom Arbeat has entered into legally binding custodial arrangements, such as:

- **COBO – a digital asset custody and wallet infrastructure provider.**

Arbeat shall ensure that all custody arrangements are reviewed and approved by VARA prior to providing you with any wallet services through such custody arrangement.

You understand and agree that while Arbeat shall have custody over your Virtual Assets during the course of providing the Arbeat Services to you, Arbeat shall provide the Arbeat Services to you solely on the basis of instructions provided by you through your Arbeat Account.

Notwithstanding, Arbeat shall remain liable for Virtual Assets that it holds in its control under any custody arrangements.

Arbeat shall reserve the right to change any of the Arbeat Services in whole or in part and/or make change its VA activities. Arbeat will provide appropriate notice to you in accordance with this Agreement.

1.3. Client Money Account and Deposit Protection

You may deposit fiat into your Arbeat Account by way of wire transfers, and/or credit or debit card payments for use on the Arbeat Site (“Client Money”).

All fiat deposits made by you must be deposited into an Arbeat Client Account held and maintained with Zand Bank appropriately and validly authorised by the Central Bank of the UAE to accept or take deposits.

You must not make fiat payments or deposits into any account that is not an Arbeat’ Client Account for the purpose of using any of the Arbeat Services.

Arbeat will hold your fiat deposits as part of Client Money in a Client Account held in the name of Arbeat and established to hold Client Money belonging to Arbeat' clients, in the course of or in connection with Arbeat providing the Arbeat services.

Arbeat will make available to you a monthly statement of your total fiat balance held as Client Money in a Client Account, including the amount, date and value of each credit and debit paid into and out of your Arbeat account.

Notwithstanding anything to the contrary in this Agreement, you understand that any money held as Client Money, any other fiat balances and/or Virtual Assets in your Arbeat Account do not benefit from any form of deposit protection.

1.4. Order Book

You understand and agree that Arbeat does not maintain its own order book. Any order-book(s) displayed on the Arbeat Site are therefore not Arbeat' order-book(s) but the order book(s) of third-party liquidity providers, with whom Arbeat has arrangement to route and execute your orders.

Neither Arbeat nor any affiliated Entities shall take positions in the order books of the liquidity providers with whom Arbeat has existing arrangements. Neither Arbeat nor any affiliated Group companies undertake proprietary trading activities.

1.5. Fees.

Arbeat shall charge a fee in respect of the Arbeat Services. A full list of our fees can be found on the [Fees Page](#). Arbeat reserves the right to make changes to fees charged for the Arbeat Services without prior notice to you.

1.6. Consent to access, process and store your personal data.

You hereby grant us your explicit consent to process any personal data you provide to us for the purposes of Arbeat providing the Arbeat Services to you. This consent does not affect your rights under the UAE Federal Decree-Law No. 45/2021 on the Protection of Personal Data ("PDPL") and its Implementing Regulations as may be amended or supplemented from time to time and/or any other applicable data protection laws and regulations.

You may withdraw your consent to process your personal data at any time by contacting us at support@arbeat.io and terminating this Agreement. Please note that we may retain and continue processing certain aspects of your personal information under one or more legitimate and lawful processing in accordance with the PDPL. Please see Section 11 (Data Protection) below and our [Privacy Policy](#) for further information on how we process your personal data, and the rights you have in respect of this.

2. ARBEAT ACCOUNTS AND ACCESS

2.1. Eligibility.

To be eligible to create an account on Arbeat (Arbeat Account) and use the Arbeat Services, you must be:

- i. eighteen (18) years old or over;**
- ii. a non-US resident;**
- iii. a non-sanctioned person under any applicable sanction lists including without limitation, the United Nations Security Council Sanction List, ("UNSC") UAE Local List, European Union List, Her Majesty Treasury List ("HMTL"), and the Office of Foreign Assets Control List ("OFAC");**
- iv. a non-resident person of a Sanctioned and/or Restricted Country; and**
- v. have successfully completed the mandatory Customer Due Diligence ("CDD"), Know Your Customer ("KYC") procedures at the time of creating the Arbeat Account and on a regular and periodic basis.**

Due to United States regulations and federal laws, US residents or any persons accessing Arbeat from the US, or a Sanctioned or Restricted Country are strictly prohibited from using the Arbeat Site and such persons are prohibited from signing up for an Arbeat account. By using the Arbeat Site or registering for an Arbeat Account, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement on these terms and to abide by these terms.

As a Retail Investor or Qualified Investor, you represent and warrant that your Arbeat Account is personal and used by you solely as beneficial owner of all funds and assets transacted through and/or held in your Arbeat Account; and not for the benefit of any third party.

2.2 Registration of an Arbeat Account.

In order to use the Arbeat Services, you must register and apply for a verified Arbeat Account on the Arbeat Site and successfully complete a mandatory initial Customer Due Diligence ("CDD") procedure by providing your first and last name, an e-mail address, valid phone number, and relevant Know Your Customer ("KYC") documentation including but not limited to a copy of your government issued identification document and a real-time liveness selfie.

You are entitled to open and operate one Arbeat Account only. You shall not register or attempt to register, open or operate more than one Arbeat Account. Arbeat regularly monitors its platform for duplicate accounts and will immediately close your Arbeat Account if you are found to be operating more than one Arbeat Account on the Arbeat Site.

We may, at our sole discretion and without providing you with a reason, refuse to open an Arbeat Account for you or request further information from you to proceed with opening an Arbeat Account.

2.3 Identity Verification.

You agree to provide us with any and all information and documents we request for the purposes of verifying your identity, completing a mandatory CDD procedure, and/or for the detection and prevention of third-party payments, money laundering, terrorist financing, fraud, or any other type of financial crime on the Arbeat Site.

You permit us to keep and maintain a record of all information and documents received from you during your Arbeat Account registration and your mandatory initial CDD procedure and thereafter, throughout the period of your holding the Arbeat Account and for a period of at least eight (8) years thereafter or such period as may be defined by the applicable laws and regulations binding on Arbeat.

You will be required to continue to maintain an acceptable CDD status on an ongoing basis in order to have ongoing access and permission to use the Arbeat Site and Arbeat Services. Arbeat shall carry out regular and periodic CDD procedures throughout the period that you hold the Arbeat Account. You agree to provide Arbeat with updated KYC information and/or documents in order to conduct regular and periodic CDD procedures and in order for you to have ongoing eligibility to access and use the Arbeat Services.

Your access to one or more Arbeat Services, the Tier into which you are verified including the limits that may apply to your Arbeat Account and your use of the Arbeat Services, shall be determined at the time of onboarding and on an ongoing basis, by the level of CDD procedure undertaken on you, and the sufficiency and relevancy of the KYC information and/or documents obtained from you. Arbeat shall have the sole discretion of determining the Tier into which you are verified, the limits that shall apply to your Arbeat Account and/or to your use of the Arbeat Services, and the sufficiency and/or relevancy of the KYC information and/or documents obtained from you.

The information we request and collect from you may include certain personal information, including, but not limited to, your full name, your physical residential or registered company address as applicable, your registered telephone number (fixed or mobile), your valid email address, your date of birth, your taxpayer identification number, your government identification number or your passport number, and information regarding your bank account (such as the name of the bank, the account type, the SWIFT code, the IBAN number, and the account number) and the relevant documents evidencing the information provided.

In providing us with information and documents that may be required by us for verification purposes, you confirm that the information you provide to us is accurate, true and complete. You agree to keep us updated if any of the information you provide to us changes.

You authorize us to make any necessary inquiries, whether directly or through third parties, that we deem necessary in order to verify your identity during onboarding and on an ongoing basis and/or protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem appropriate and necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud or financial crime prevention agencies, and that these agencies may respond to our inquiries in full.

You acknowledge that you may experience some delay in accessing the Arbeat Services while we make inquiries that we deem reasonably necessary and appropriate. You further acknowledge and agree that certain inquiries may warrant the temporary suspension of your use of and access to the Arbeat Services. You hereby agree that you shall not hold Arbeat liable for any such delay, temporary suspension, and/or any loss that you may suffer from any such delay in or temporary suspension of your use of the Arbeat Services.

2.4. Engagement with UAE Financial Intelligence Unit (FIU).

Arbeat is registered as a Reporting Entity to the UAE Financial Intelligence Unit ("FIU") for the purposes of submitting reports relating to the suspicious use of the Arbeat Site and Arbeat Services to facilitate any money laundering, terrorist financing and/or other financial crimes. We are committed to our engagement with and obligations to the FIU and in our fight against money laundering, terrorism financing and other financial crimes. You agree that we have no obligation to notify you of any information we provide to the FIU in relation to your use of the Arbeat Site and/or Arbeat Services.

2.5. Access.

To access the Arbeat Services, you must have the necessary equipment (such as a laptop, computer, smartphone, or tablet) and the associated telecommunication service subscriptions to access the Internet. The Arbeat Services can be accessed directly using the Arbeat Site only.

2.6. Scam.

Arbeat does not and shall not have any association, partnership or relationship with any third-party Entity purporting to provide investment opportunities to customers of Arbeat using any of the Arbeat Services and/or Arbeat Site. Any such claim by any third-party Entity purporting to provide such opportunities and encouraging any person to participate in any such investment scheme by utilizing any of the Arbeat Services and/or Arbeat Site is being made without the knowledge, consent and/or involvement of Arbeat. You must ensure that you carry out proper due diligence before engaging with any such Entity. Arbeat shall have no obligation to you in respect of your engagement with a third-party Entity.

3. PAYMENT SERVICES

3.1. Funding your Arbeat Account.

In order to fund your Arbeat Account with Fiat, you must use one of the payment methods available on the Arbeat Site, including:

- (i) bank transfer to Arbeat Client Money Account via a manual bank wire transfer;**
- (ii) quick funding via your bank account linked to the Arbeat Site through Lean Technologies Ltd., a third-party payment initiation provider; or**
- (iii) credit or debit card payment.**

You acknowledge and agree that with respect to funding your Arbeat Account through credit or debit cards, you shall use only Visa or MasterCard credit and/or debit cards which clearly

have the Visa or MasterCard logos or such other cards that Arbeat may permit for use on the Arbeat Site from time to time. Arbeat undertakes to ensure that the Arbeat website will maintain a Transport Layer Security ("TLS") certificate to provide essential secure internet browser connections and transactions through data encryption at all times.

3.2. Purchase of Digital Assets.

To purchase Virtual Assets, you must follow the relevant instructions on the Arbeat Site.

3.3. Finality of Virtual Asset Transactions.

When you place a transaction request on the Arbeat Site to buy, sell, trade, swap Virtual Assets, or to withdraw Virtual Assets from your Arbeat Account to an external wallet, such transaction request cannot be cancelled, amended, reversed or withdrawn once the transaction request is confirmed/completed. You may however cancel your pending transaction request prior to it being confirmed/completed on the Arbeat Site. You are fully liable for any transaction request and transactions completed through your Arbeat Account. You must therefore thoroughly review your transaction requests and/or instructions relating to your transaction including without limitation wallet addresses, network, volume and/or value of the order, etc. and ensure that all transaction requests and/or instructions relating to your transaction are accurate and complete before they are confirmed.

3.4. Account Information.

You will be able to see your Arbeat Account balance in Fiat and/or Virtual Asset and your transaction history on the Arbeat Site, including (i) the amount (and currency) of each Virtual Asset Purchase; (ii) where you have transacted through the Pro Platform, any fees charged (including a breakdown of the fees); (iii) where there has been a swap, the rate of exchange, and the amount (in the new virtual asset) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (iv) the debit or credit date of each Fiat transaction or Virtual Asset purchase (as appropriate).

3.5. Redeeming your Fiat balance.

You may redeem all or part of your Fiat balance at any time by selecting the relevant option on the Arbeat Site and following the instructions. On the termination of this Agreement, you must withdraw and transfer any Fiat balance remaining in your Arbeat Account to a bank account registered in your name on the Arbeat Site.

Prior to redeeming your Fiat balance on the Arbeat Site, we may conduct certain checks that we deem reasonably necessary for the purposes of preventing money laundering, terrorist financing, fraud and other financial crimes. You acknowledge and agree that any such checks may cause delays to you redeeming your Fiat balance and/or using the Arbeat Site to conduct any other Arbeat Service in connection with your Fiat balance. Arbeat may prevent you from depositing or transferring Fiat into your Arbeat Account and/or restrict/limit the Arbeat Services from being provided to you. Arbeat shall have no obligation to disclose the reason for preventing your use of the Arbeat Site and/or for restricting/limiting the Arbeat Services to you in this regard.

You acknowledge and agree that should your use of the Arbeat Site and/or Arbeat Services be prevented, restricted or limited, you shall withdraw and transfer any Fiat balance

remaining in your Arbeat Account to a bank account registered in your name on the Arbeat site, provided that the Fiat was deposited through a bank wire transfer. If you have deposited the Fiat using credit and/or debit card, Arbeat will initiate the withdrawal and refund of the Fiat balance to the credit and/or debit cards used to deposit the Fiat. Credit and/or debit card payments are processed through a licensed third party payment service provider ("PSP"). You acknowledge and agree that any withdrawal initiated to credit and/or debit cards may take up to 15 working days to reflect in your card statement depending on your card's issuing bank.

3.6. Unauthorized and Incorrect Transactions.

Where a purchase of Virtual Assets and/or withdrawal of your Fiat balance is initiated from your Arbeat Account using your credentials, we will assume that you have authorized such transaction, unless you notify us otherwise.

If you believe that you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible and, in any case, no later than 30 days after the relevant transaction occurred, by email free of charge at support@arbeat.io.

It is important that you check your Arbeat Account balance and your transaction history regularly to ensure that any unauthorized or incorrect transactions are detected and notified to us at the earliest. Where a transaction has been incorrectly made in your Arbeat Account due to our error, you must notify us promptly of the incorrect transaction and we shall use all reasonable efforts to rectify the error. An incorrect transaction into your Arbeat Account does not confer any rights, benefits, or opportunities to you. Any actions that you take in relation to transactions incorrectly reflected into your Arbeat Account due to our error may be treated as fraudulent activities undertaken on your Arbeat Account.

We shall not be liable to you for any claim of unauthorized or incorrect transactions, and/or to reimburse you for the amount of such unauthorized transaction or for any losses arising from such unauthorized transaction unless you have notified us in accordance with this section and we determine, at our sole discretion, that such unauthorized transaction occurred as a direct result of our willful misconduct or gross negligence.

Generally, you shall be liable for all resultant losses in your Arbeat Account and any loss incurred by us and/or other users on the Arbeat Site if the unauthorized access or use of your Arbeat Account arises from:

- your failure to carry out your obligations under this Agreement,;
- your use or permitting the use of your Arbeat Account, the Arbeat Services and/or the Arbeat Site for any fraudulent activity, including money laundering, terrorist financing, other financial crimes and/or illegal activities;
- giving a third party access to your personal laptop or mobile devices through which your Arbeat Account, and/or the Arbeat Site may be accessed, or the Arbeat Services and/or access to relevant security credentials for your Arbeat Account including without limitation, passwords and One-Time Password ("OTP");
- failing to ensure the security of the credentials to your Arbeat Account and/or the Arbeat Services, including without limitation, passwords, public keys, One-Time Password ("OTP"), etc.

For more information on your Wallet Key, please see Section 4.5.

When you notify us of unauthorized access to, use of and/or transaction in your Arbeat Account, we shall immediately deactivate your Arbeat Account to investigate the unauthorized access, use and/or transaction. Arbeat shall, where possible, use commercially reasonable effort to determine the cause or source of the unauthorized access, use and/or transaction, and where it is within our capacity to do so, ensure that appropriate levels of security have been restored in your Arbeat Account. Your Arbeat Account shall otherwise remain deactivated. Where a transaction has been incorrectly made due to our error, we shall make all reasonable effort to correct the error on the transaction.

4. VIRTUAL ASSET SERVICES

4.1 In General.

Your Arbeat Account enables you to deposit Fiat to access one or more of the Arbeat Services. Once you have deposited Fiat into your Arbeat Account, you can redeem it on the Arbeat Site. Your Arbeat Account also allows you to buy, sell, swap, transfer (withdraw), receive (deposit), and hold Virtual Assets by giving the relevant instructions through your Arbeat Account (each such transaction is a "Virtual Asset Transaction"). We refer to the Fiat deposit transactions and the Virtual Asset transactions individually or collectively as the "Arbeat Transactions".

4.2 Fiat Deposit Transactions.

We will process Fiat deposits transactions in accordance with the instructions we receive from you. You must verify all transaction information before submitting the instructions to us.

By initiating a Fiat deposit transaction, you agree to pay any and all associated fees related to the transaction including, but not limited to account hosting fees, service fees, conversion fees, and/or banking fees.

We reserve the right to reject, cancel, and/or reverse any Fiat deposit transactions at our sole discretion, including but not limited to, instances where we:

- suspect that the transaction involves or has a high risk of involvement of third party payment;
- suspect that the transaction involves or has a high risk of involvement in money laundering, terrorist financing, fraud, other types of financial crime and/or illegal activities;
- are so directed in response to a subpoena, court order, or other government, regulatory and/or law enforcement order, or suspect that the transaction is unlawful or violates any terms of this Agreement, etc.

4.3. Virtual Asset Transactions.

We will process Virtual Asset Transactions in accordance with the instructions we receive from you. You must verify all transaction information before submitting the instructions to us. When you process Virtual Asset Transactions that involve transfer of Virtual Assets to third parties, you must ensure that such a third party is known to you and that you have verified the third party's identity and wallet address. Arbeat does not identify or verify the identity of any third party to whom you transfer Virtual Assets. Arbeat does not verify the purpose or reason for which the transfer of Virtual Assets to a third party is undertaken.

You hereby acknowledge and agree that Virtual Asset Transactions cannot be reversed once they have been broadcasted to the relevant Virtual Asset blockchain. Arbeat shall have no obligation to (i) determine the identity of any third party to whom you transfer Virtual Assets; (ii) verify the purpose or reason for the transfer of Virtual Assets to any third party; or (iii) reverse any Virtual Assets transfer that you have instructed on the Arbeat Site to a third party.

You undertake to transmit your Virtual Assets Transactions through the right network. You must verify and ensure that the network you select supports the relevant Virtual Assets. You understand and acknowledge that transmitting Virtual Assets through the wrong network may result in the loss of your Virtual Assets. You further understand and acknowledge that Arbeat shall have no obligation or responsibility to provide services in connection with locating, retrieving, or recovering Virtual Assets transmitted through a wrong network.

You understand that a Virtual Asset Transaction submitted to the relevant blockchain may remain unconfirmed for a period of time, pending sufficient confirmation of the transaction by the Virtual Asset blockchain. Virtual Asset Transactions that are unconfirmed on the relevant blockchain shall remain in a pending state until they are confirmed. Arbeat shall designate all unconfirmed Virtual Asset Transactions as "Pending" or "Incomplete" on your Arbeat Account. A Pending or Incomplete Virtual Asset Transaction will not be included in your Arbeat Account balance and will therefore be unavailable for you to transact. You agree that Arbeat has no control over the length of time it takes for Virtual Asset Transactions to be confirmed on the relevant blockchain and shall not be liable for any resulting delay and/or losses.

By initiating a Virtual Asset Transaction, you agree to pay any and all applicable fees related to the transaction including, but not limited to, account hosting fees, exchange fees, service fees, conversion fees, blockchain network fees or banking or other payment service provider fees. We reserve the right to reject any instructions given in relation to Virtual Asset Transactions, or to cancel any Virtual Assets Transaction that you carry out on the Arbeat Site at our sole discretion for any reason, including, but not limited to, instances where we:

- i. suspect that the Virtual Asset Transaction involves or has a high risk of involving unknown third party beneficiaries in connection with transactions deemed to be undertaken by Retail Investors or Qualified Investors only.
- ii. suspect that the Virtual Asset Transactions involves or has a high risk of involvement in money laundering, terrorist financing, fraud, other types of financial crime, or illegal activities;

iii. are so directed by in response to a subpoena, court order, or other government, regulatory and/or law enforcement order; or

iv. suspect that the transaction is unlawful or violates any terms of this Agreement.

We shall, as soon as reasonably possible, notify you if at any time, we have reason to believe that any Virtual Asset that you hold in your Arbeat Account has been compromised or becomes subject to a security risk, including if we receive any such notifications from third party service providers in relation to a compromise or security risk scenario.

You understand and agree that any Virtual Asset or Fiat that you hold in your Arbeat Account are not protected under a deposit insurance or deposit protection program in the United Arab Emirates or any other jurisdictions where Arbeat operates.

4.4 Supported Virtual Assets.

Our Transaction and Account Services are available in connection with those Virtual Assets that Arbeat lists and supports in accordance with the Arbeat Listing Policy as supplemented, modified, or amended from time to time ("Supported Virtual Assets"). Arbeat shall provide its services in connection with Supported Virtual Assets provided that the Supported Virtual Assets continue to meet the listing requirements stated in the Listing Policy. You must regularly refer to the list of Supported Virtual Assets for updated information and details of Virtual Assets supported on the Arbeat Site.

Under no circumstances should you attempt to use your Arbeat Account to store, send, or receive Virtual Assets other than the Supported Virtual Assets. Arbeat shall assume no responsibility or liability in connection with any loss you may suffer from your use or attempted use of your Arbeat Account to store, send or receive Virtual Assets other than the Supported Virtual Assets. Arbeat shall have no obligation to locate, retrieve, or return any such Virtual Assets.

From time to time, we may delist, remove or limit support for Virtual Assets that no longer meet the requirements of the Arbeat Listing Policy from the Arbeat Site. We reserve all rights to list and delist Virtual Assets from the Arbeat Site at our sole discretion and in accordance with our Arbeat Listing Policy. Arbeat shall take all reasonable steps to provide prior notice of our intention to delist a Virtual Asset from the Arbeat Site; provided always that the circumstance of the delisting allows for the provision of prior notice. We will communicate any delisting decisions through the Arbeat Site and/or via email to your registered email address ("Delisting Notice(s)").

For the avoidance of any doubt, Arbeat shall immediately cease to provide any and all services in relation to any Virtual Asset that it delists from the Arbeat Site from the date of its delisting. Arbeat shall have no obligation to provide you with any service in relation to Virtual Assets that are delisted from the Arbeat Site in accordance with this section, including without limitation, the obligation to continue to hold and safeguard Virtual Assets that are delisted from the Arbeat Site. You are responsible for ensuring that you read and act on information in a Delisting Notice.

4.5 Account Access and Keys.

Account Access – You understand that you must register an Arbeat Account on the Arbeat Site before you can access and use any of the Arbeat Services. You may not access any Arbeat Services other than through your Arbeat Account. After you have registered an Arbeat Account, you must use the username and password created during the account registration to log into your Arbeat Account. You will be required to verify your IP address through a link automatically sent to your registered email address and thereafter, correctly input a One Time Password (OTP) automatically generated and sent to your registered phone number each time you attempt to log into your Arbeat Account. Your Arbeat Account will not be accessible without successfully completing the above process or such process as may be modified from time to time. You undertake to ensure the safety and security of your email inbox and phone to prevent unauthorized access to an IP verification link and/or OTP sent to your registered email address and phone number respectively. Where you have activated the use of biometric data, you may view your Arbeat Account through the Arbeat mobile application only using your biometric data.

4.6. Custody

We securely store your Virtual Assets in our custody in a combination of online and offline storage. As a result, it may be necessary for us to retrieve certain information from offline storage in order to facilitate a Virtual Asset Transaction in accordance with your instructions. The process of retrieving information from offline storage requires several security checks and validation and may take several hours to complete. You hereby acknowledge and agree that Arbeat shall not be liable for any delay or any losses arising therefrom in connection with your Virtual Asset Transactions.

You undertake to ensure the proper safekeeping of your password and any wallet keys. You further undertake to maintain the confidentiality of all activities that occur through the use of your password or wallet keys. You acknowledge and agree that you are fully responsible for all liability and damages resulting from your failure to maintain proper safekeeping and confidentiality. You are solely responsible for your Arbeat Account, wallet keys, password and for any activities that occur within your Arbeat Account. You agree to immediately notify us of any unauthorized use of your password, wallet keys, unauthorized access to your Arbeat Account, or any other security breach event occurring in your Arbeat Account and/or the Arbeat Site. You agree that Arbeat shall not be liable for any loss or damage arising from your failure to comply with this provision.

4.7. Advanced Protocols.

Unless specifically announced on the Arbeat Site or through any official public statements issued by Arbeat, we will not support metacoins, coloured coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Virtual Asset we support (collectively, "Advanced Protocols"). You must not attempt to use your Arbeat Account to receive, send, store, or engage in any type of transaction involving an Advanced Protocol. The Arbeat Site is not configured to detect, process, and/or secure Advanced Protocol transactions. You acknowledge and agree that we shall have no responsibility whatsoever in respect of an Advanced Protocol.

4.8 Operation of Virtual Asset Protocols.

We do not own or control the underlying software protocols which govern the operation of Virtual Assets supported on the Arbeat Site. Generally, the underlying software protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying software protocols and we do not guarantee their functionality, security, or availability.

You acknowledge and accept the risk that underlying software protocols relating to any Virtual Asset you store in your Arbeat Account may change at any time without notice to you. In particular, the underlying software protocols are likely to be subject to sudden changes in operating rules (“forks”), and such fork events may materially affect the value, function, and/or the name of the Virtual Asset you store in your Arbeat Account. Where possible, we may provide you with notices or alerts on fork events in accordance with Section 12.5 (Contact Information) below. Arbeat will, where possible, assess the impact of a fork event as soon as it becomes aware of the same and provide notification to you on how a fork event may affect you before, during and after the fork event. You undertake to read such notices or alerts in order that you may consider how to deal with upcoming fork events. However, it is your responsibility to make yourself aware of, and consider how to deal with, upcoming fork events.

In the event of a fork event, you understand that we may need to suspend, temporarily or permanently, some or all of the Arbeat Services in relation to Virtual Assets subject to a fork event. While Arbeat will use reasonable efforts to provide prior notice in the event of a suspension, certain circumstances may restrict our ability to provide prior notice. Arbeat shall, in our reasonable discretion, decline to support one or more branches of a fork event. You acknowledge the risks presented by fork events and you accept that we have no responsibility to define new processes for transferring, swapping, buying or selling an unsupported branch of a forked protocol.

5. VIRTUAL ASSET BROKERAGE SERVICES

5.1. In General.

The Virtual Asset Brokerage Service enables you to buy Virtual Assets using:

- Available balance of Fiat currency supported by Arbeat in your Arbeat Account; and/or
- Balance of Fiat currency supported by Arbeat in your Arbeat Account; and/or
- Supported Virtual Assets pairs.

Conversely, when you sell Virtual Assets, you may elect to receive:

- Another Supported Virtual Asset at the prevailing rate of exchange; and/or
- Fiat currency supported by Arbeat.

5.2. Fiat Transactions.

You may purchase Supported Virtual Assets by redeeming your Fiat balance on the Arbeat Site. You may deposit Fiat by utilizing one or more of the funding methods available on the Arbeat Site.

5.3 Availability of Payment Methods.

The payment methods that will be available to you for the purpose of depositing Fiat will depend on a number of factors including, without limitation, where you are located, and limitations imposed by third party payment processors or licensed financial institutions. Although we shall attempt to deliver Virtual Assets to you as promptly as possible, funds may be debited from your Fiat balance before the status of your Virtual Asset Transaction is shown as complete and is reflected in your Arbeat Account.

5.4. Central Bank Currency Transactions.

You may sell Supported Virtual Assets available in your Arbeat Account in exchange for Fiat currency supported by Arbeat. Proceeds of such a sale will be credited and shown as Fiat balance in your Arbeat Account. You may purchase Supported Virtual Assets by utilizing Fiat balance available in your Arbeat Account from the sale of Supported Virtual Assets for Fiat currency supported on the Arbeat Site. You may also withdraw the proceeds of such a sale in Fiat. Upon your instruction to withdraw Fiat, you authorize Arbeat to debit your Fiat balance in accordance with your instruction and send instructions to credit a bank account registered in your name on the Arbeat Site. We will send these instructions as soon as reasonably possible.

Virtual Asset Transactions: You may sell Supported Virtual Assets available in your Arbeat Account in exchange for another Supported Virtual Asset at the prevailing rate of exchange. In such circumstances, you authorize Arbeat to debit your Arbeat Account of the relevant Virtual Asset and credit your Arbeat Account with a balance of the selected Supported Virtual Asset.

5.5. Transaction Fulfilment.

When you use our Lite Product to buy or sell Virtual Assets, we will (i) quote the Conversion Rate for the Virtual Asset, and (ii) use commercially reasonable efforts to fulfil your Virtual Assets buy or sell instructions at the Conversion Rate. Notwithstanding, in some circumstances, such as in a period of rapid market movements, it may become commercially unreasonable for us to execute a buy or sell transaction at the Conversion Rate. If this is the case, we will notify you and seek your approval to re-attempt the transaction at the current Conversion Rate (as defined below).

5.6 Conversion Rates.

The purchase or sale of Virtual Assets through our Lite Product is subject to a Conversion Rate. Conversion Rate is defined as the liquidity adjusted price of a given Virtual Asset in the applicable currency as quoted on the Arbeat Site. The Conversion Rate may be stated as a "Buy Price", the price (in terms of applicable currency) at which you purchase Virtual Assets from Arbeat, or as a "Sell Price", the price (in terms of applicable currency) at which you sell Virtual Assets to Arbeat. The applicable Conversion Rate will be displayed to you on the

Arbeat Site prior to each transaction and is stated in every receipt we issue to you. We will not process a transaction if the Conversion Rate and any other associated fees would, together, exceed the value of your available Fiat balance or available Virtual Assets.

For the purpose of any transaction which incorporates the Conversion Rate, including without limitation transactions in our Lite product, you agree, as a condition of using any Arbeat Services, to accept the Conversion Rate as the sole conversion metric. You agree that Arbeat is solely responsible for setting and determining the Conversion Rate, subject always to our liquidity providers. For all conversions, the prevailing Conversion Rates will apply. You understand and agree that Arbeat cannot guarantee a Conversion Rate quoted on the Arbeat Site in connection with any particular transaction and shall be entitled to adjust our Conversion Rates at any time during a transaction. We do not guarantee the availability of a Conversion Rate. We do not guarantee that you will be able to buy and/or sell your Virtual Assets at a particular price or time. Arbeat reserves the right to change, modify, limit or remove any part or all of the Arbeat Services with or without prior notice to you.

5.7. Taxes.

It is your responsibility to determine whether, and to what extent, taxes apply to any transactions you conduct through the Arbeat Site, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities. Your transaction history is available through your Arbeat Account.

5.8. Authoriza-tions; Reversals; Cancellations.

By clicking the "Place Order" or "Buy/Sell" button on the Arbeat Site, you are authorizing Arbeat to initiate the transaction at the quoted price and agree to any associated Conversion Rates as applicable. You cannot cancel, reverse, or change any transaction marked as complete or pending.

If your Arbeat Account has insufficient funds to cover the cost of the quoted price, or Conversion Rates as applicable, together with any other related charges and fees, you authorize us, in our sole discretion, either to cancel the transaction or to debit any of your other stored payment methods to the value of the amount necessary to complete the transaction. You are responsible for ensuring that you maintain adequate Fiat and/or Virtual Asset balance in your Arbeat Account.

6. TRANSACTION LIMITS AND ENHANCED DUE DILIGENCE

6.1. Transaction Limits.

The use of any Arbeat Services is subject to your verified weekly or monthly limit in Fiat value that you may deposit or withdraw in a given week or month as applicable. Transaction limits are determined and notified to you upon your successful completion of the verification process. The transaction limits are set at an amount that you have reasonably demonstrated through sufficient documentary evidence that you have the financial capacity to trade and such financial capacity has been derived from legitimate and explainable sources. Transaction limits are defined in UAE Dirhams or any other applicable currency in the approximate value. To view your limits, login to your Arbeat Account and visit the My Limits page. Your transaction limits will depend at all times upon the Verification Tier that you have

successfully completed, provision of valid KYC information and documents, the risk rating assigned to you on the Arbeat Site at our sole discretion, and any other factor Arbeat shall deem necessary to consider. We reserve the right to change applicable transaction limits as we may deem necessary and at our sole discretion. If you wish to increase your transaction limits, you may apply for a higher limit.

6.2. Enhanced Due Diligence.

To successfully complete the Verification for higher transaction limits, we may undertake Enhanced Due Diligence (EDD) checks on you, irrespective of the risk rating currently assigned to you on the Arbeat Site and require you to provide additional information and/or submit any other relevant KYC documents. Based on the outcome of any further checks conducted on you, the outcome of which shall be determined solely at our discretion, we may: (i) increase your transaction limits, (ii) refuse to increase your transaction limits, or (iii) where reasonably necessary, reduce your transaction limits.

You acknowledge and agree that your transaction limits shall remain subject to regular periodic reviews throughout the course of your relationship with us. You undertake to provide us with relevant KYC documents and information as may be requested by Arbeat from time to time to determine that the transaction limit assigned to you continues to remain relevant to you and your circumstances.

7. ARBEAT' DUTIES AND RESPONSIBILITIES

We shall reasonably ensure that the Arbeat Site and Arbeat Services are available to and accessible by you at all relevant times in accordance with the rules applicable to Arbeat in relation to the relevant services being provided.

We shall securely store your Virtual Assets in a combination of hot (online), warm (partially online) and cold (offline) wallets. We will securely hold your Fiat balance in a licensed UAE bank account, having the authorization to receive deposits.

We shall hold all virtual assets in your Arbeat Account for your exclusive benefit. We shall have no legal and/or beneficial claim, entitlement, or interest to your Virtual Assets and/or any other Fiat balance in your Arbeat Account other than any fees and charges duly owed to us for the Arbeat Services provided to you. We shall not hypothecate, rehypothecate, pledge, charge, lend, deal, sell, transfer, invest or use your Virtual Assets or any other Fiat balance in your Arbeat Account without your express written consent.

We shall ensure adequate protection of your personal data processed by us in accordance with applicable data protection or privacy laws in the jurisdictions where we operate.

We shall use commercially reasonable effort to process your requests and instructions placed through the Arbeat Site without delay, including redeeming your Fiat balance, delivering Virtual Assets to you as close as possible to the trade time, etc.

We shall provide a confirmation note in respect of your transactions executed through the Arbeat Site no later than two (2) business days from the date of the transaction. We shall send a monthly electronic statement of your Arbeat Account showing all transactions executed through the Arbeat Site to your registered email address.

We shall at all times act honestly, fairly, and in your best interests and for the integrity of the market.

7.1 SUSPENSION, TERMINATION AND CANCELLATION

We may:

- a) reject, block, cancel or reverse a transaction you have authorized,**
- b) suspend, restrict, or terminate your access to any or all of the Arbeat Services and/or Arbeat Site; and/or**
- c) deactivate or cancel your Arbeat Account with immediate effect,**

for any reason, including but not limited to where:

- 1. we are, in our reasonable opinion, required to do so by applicable law, rule or regulation or any applicable court or other enforcement or regulatory authority to which we are subject in any jurisdiction;**
- 2. we reasonably suspect that you of acting in breach of this Agreement;**
- 3. we reasonably suspect that you have breached any of our policies;**
- 4. we have concerns that a transaction is erroneous, or concerns about the security of your Arbeat Account or we suspect that the Arbeat Services are being used by you in a fraudulent or unauthorized manner;**
- 5. we suspect money laundering, terrorist financing, fraud, or any other financial crime;**
- 6. you do not have sufficient funds (fiat and/or Virtual Assets) in your Arbeat Account to cover your transaction and where applicable, associated fees and charges at any point in the transaction, including when the transaction has been completed;**
- 7. your Fiat balance cannot be redeemed;**
- 8. the use of your Arbeat Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with activities in your Arbeat Account; and/or**
- 9. you take any action that may circumvent our controls including without limitation, opening multiple Arbeat Accounts or abusing promotions which we may offer from time to time.**

In certain events, we may temporarily suspend access to your Arbeat Account. Event that may cause Arbeat to suspend access to your Arbeat Account include without limitation:

- 1. where the Arbeat Site encounters a technical glitch which causes a system outage or any error to your Arbeat Account;**
- 2. a security risk event to the Arbeat Site;**
- 3. you notify us of an unauthorized access to your Arbeat Account or the loss of your access credentials; or**
- 4. we have reasons to suspect that your Arbeat Account has been compromised or accessed by a third party.**

Any temporary suspension placed on your Arbeat Account will remain until Arbeat has satisfied itself that the cause leading to the temporary suspension has been satisfactorily resolved. You agree that Arbeat shall not be liable for any losses that you may incur or be

responsible for compensating you for any losses suffered by reason of the temporary suspension placed on your Arbeat Account.

If we refuse to complete a transaction and/or suspend or close your Arbeat Account or terminate your use of the Arbeat Services, we will (unless it would be unlawful or against any internal policy to do so) provide you with notice of our action(s) and the reason(s) for our refusal to complete a transaction, and/or the suspension or closure of your Arbeat Account or the termination of your use of the Arbeat Services; and where appropriate, provide you with the procedure for correcting any factual errors that led to the refusal, suspension, closure or termination.

In the event that we refuse to complete a transaction and/or suspend your Arbeat Account, or terminate your use of the Arbeat Services, we will lift the suspension as soon as reasonably practicable once the reasons for the refusal and/or suspension or termination no longer exist. However, we are under no obligation to allow you to reinstate any transaction at the same price or on the same terms as a suspended, reversed or cancelled transaction.

We may terminate your access to any or all of the Arbeat Services and/or deactivate or cancel your Arbeat Account, without reason by giving you prior notice of up to two months. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Arbeat Account, may be based on confidential reasons or internal policies that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our internal policies, risk management and security procedures to you. You understand and agree that the termination of your access to all of the Arbeat Services and/or deactivation or cancellation of your Arbeat Account may result in the termination of this Agreement.

In the event that this Agreement is being terminated for any reason, unless prohibited by applicable law, rule, regulation or by any applicable court order or other relevant enforcement or regulatory authority's order to which Arbeat is subject in any jurisdiction, you shall, during the period of the notice but in all events, before the end of the notice period:

- transfer your Virtual Assets from the Arbeat Site to an external wallet;
- convert your Virtual Assets to Fiat at the prevailing Conversion Rate and transfer the Fiat balance to a bank account registered in your name on the Arbeat Site;
- convert your Fiat balance to Virtual Assets and transfer them from the Arbeat Site to an external wallet; and/or
- transfer your Fiat balance in your Arbeat Account to a bank account registered in your name on the Arbeat Site.

You undertake to close all open and pending transactions in your Arbeat Account within sufficient time to allow the complete transfer and/or withdrawal of your Virtual Assets, and/or Fiat balance within the applicable period of notice.

If we suspend or close your Arbeat Account or terminate your use of the Arbeat Services for any reason, or terminate this Agreement, we reserve the right to require you to complete the procedures outlined in Section 2.3 (Identity Verification) before permitting you to transfer or withdraw Virtual Assets or any Fiat balance.

You may close your Arbeat Account and terminate this Agreement at any time by transferring or exchanging all Virtual Assets held in your Arbeat Account at the prevailing Conversion Rates and/or withdrawing any Fiat balance. Closing your Arbeat Account and terminating this Agreement shall be free of cost; provided always that you shall remain liable for the payment of all outstanding fees and/or charges owed to Arbeat for the use of the Arbeat Services prior to and during the closing of your Arbeat Account or the termination of this Agreement. You undertake to not close your Arbeat Account with the aim to evade an investigation or avoid the payment of any amounts due to us. Upon closing of your Arbeat Account, you authorize us to cancel any open or pending transactions and hold any associated funds until we are certain that funding reversal windows are complete.

8. LIABILITY

8.1. Release of Arbeat.

If you have a dispute with one or more users of the Arbeat Services, you agree that neither us nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint ventures, employees, and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

8.2. Indemnification.

You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any liabilities, losses, costs, third -party legal proceedings, and/or actions by government authorities (including any regulatory authority) arising out of or relating to your unlawful use of the Arbeat Account, Arbeat Service, and/or Arbeat Site, or breach of this Agreement, any specific additional terms, and/or policies referenced herein, or violation of any law, rules or regulation, or the rights of any third party. This indemnity covers any liability or expenses arising from claims, losses, damages, judgments, fines, litigation costs and legal fees.

8.3. Limitations of Liability.

Quick Funding – You understand that quick funding is a service provided through a third party provider payment initiator. Where you have chosen to use the quick funding payment option to deposit Fiat into your Arbeat Account, you authorise us to exchange relevant data such as your deposit reference ID and the amount you wish to deposit with an Application Programming Interface (“API”) provided by the third party provider payment initiator, who will connect and push the relevant exchange data through the API directly to your bank account for the purpose of initiating payments to deposit Fiat into your Arbeat Account. We confirm that Arbeat shall, at no time, have access to your bank account or bank account details including without limitation, your bank account balance. We further confirm that Arbeat has no relationship with your bank and the connection is provided through a third party provider licensed and regulated by a relevant UAE financial services regulator. We do not make any representation of any kind, express or implied as to the operation of the third party provider and shall not be liable for any acts or omissions of and/or any inaccurate information provided by the third party provider. You expressly agree that your use of the quick funding payment option is entirely at your own risk and responsibility. You may disconnect the link between the Arbeat Site and the API connecting to your bank account at

any time without notice. You agree that by using the quick funding payment option, you grant us the right to transmit, store and use the information as may be necessary to provide the Arbeat Services to you in accordance with this Agreement and our Privacy Policy. For the avoidance of any doubt, Arbeat shall at no time access, transmit, store and/or use your bank account detail or information. We reserve the right to reconcile the value of each Fiat deposit transaction initiated through the quick funding option against the value of the Fiat balance available in and redeemable through your Arbeat Account prior to providing the Arbeat Services to you. Arbeat shall not be liable for not providing the Arbeat Services to you in respect of any quick funding payment that is not properly completed.

In the event of any liability to you, we shall be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement only and our liability in these circumstances shall be limited as set out in Section 8.3.A below. (For the avoidance of doubt, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.)

8.3.A. Liability Cap.

Except as otherwise provided in this Agreement, we, our affiliates, service providers, or any of our or their respective officers, directors, agents, employees or representatives, shall not be liable for any damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, (including, without limitation, damages to devices or device's software, or any damages sustained to your computer equipment, damages for loss of income or earning that you may suffer arising out of or relating to the use, inability to use or non-use of the Arbeat Services) ("Loss") suffered or incurred by you or any Loss due to actions taken by us according to our rights under this Agreement, unless and to the extent that such Loss, as determined by a court of competent jurisdiction in a judgement that has become final in that it is no longer subject to appeal or other review, was suffered or incurred exclusively as a result of (i) our gross negligence, willful default or fraud; or (ii) breach of our obligations under this Agreement). PROVIDED THAT Arbeat shall not be liable for any Loss incurred by you with respect to any transaction in relation to Virtual Assets, any delays in the receipt or processing of your instructions or where Arbeat cannot perform any of its obligations by reason of any cause beyond its reasonable control (including, without limitation to the generality of the aforesaid, any force majeure as set out in Section 13.2 of this Agreement (Force Majeure), or any other event beyond our reasonable control except if occurring through Arbeat' gross negligence, fraud, willful default or the breach of this Agreement.

In no event shall Arbeat' liability to you in respect of any Loss under this Section exceed the volume of Virtual Assets and/or the value of Fiat balance in your Arbeat Account at the time of the event leading to the Loss.

8.3.B. Limitation of Loss.

In no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

(i) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any² actual or hypothetical trading losses, even if we are advised of

or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, our liability to you, if we are determined to be liable by a court of competent jurisdiction in a judgement that has become final in that it is no longer subject to appeal or other review, shall be limited as defined under Section 8.3.A above. You shall not be entitled to recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure;

(ii) any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers, or contracts; any loss or waste of overheads, management, or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;

(iii) any loss of use of hardware, software or data and/or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of Virtual Asset price data; any error or delay in the transmission of such data; and/or any interruption in any such data;

(iv) any loss or damage whatsoever which does not stem directly from our breach of this Agreement; and/or

(v) any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

Notwithstanding anything in this Agreement to the contrary, nothing herein will limit or exclude our liability where (i) it cannot be limited by law or (ii) the liability from personal injury or death arising from our gross negligence, willful and deliberate misconduct, fraud or fraudulent misrepresentation.

8.4. No Warranties.

The Arbeat Site is provided on an "as is", "with all faults" and "as available" basis. We, our officers, directors, shareholders, employees, representatives, and agents expressly disclaim all warranties of any kind, expressed, implied or statutory, relating to the Arbeat Site and its content including without limitation the warranties of title, merchantability, fitness for a particular purpose, non-infringement of proprietary rights, course of dealing or course of performance. We do not warrant that (a) the Arbeat Site will meet your specific requirements; (b) the Arbeat Site will be uninterrupted, timely, secure or error-free; (c) the transactions undertaken on the Arbeat Site will be accurate, error-free, reliable or complete; (d) any errors on the Arbeat Site will be corrected; or (e) any services through the Arbeat Site will meet your expectations or requirements.

We do not warrant and are not responsible for any injuries or losses sustained by you as a result of your use of the Arbeat Site. We do not warrant that your use of the Arbeat Site is lawful in any particular jurisdiction, and we specifically disclaim any such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent that such jurisdiction's law is applicable to you and this Agreement. By accessing or using the Arbeat Site, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Arbeat Site.

In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, exemplary, compensatory, consequential, and/or incidental, arising out of, or relating to your and/or any other person's conduct in connection with the use of the Arbeat Site, including without limitation, loss, impairment, bodily injury, death, emotional distress, damage to your possessions and/or any other damages resulting from any transactions initiated on the Arbeat Site, unauthorized access to or alteration of your transmissions to the Arbeat Site and errors, mistakes or inaccuracies of any content on the Site. You agree to take reasonable precautions when executing transactions on the Arbeat Site. Notwithstanding any provision in this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above, our liability is then limited to the smallest extent possible by law. Specifically, in those jurisdictions, we do not disclaim liability for a) death or personal injury caused by negligence of that of any of our officers, employees or agents, b) fraudulent misrepresentation, or c) any liability which is not lawful to exclude either now or in the future. If you are a resident of a jurisdiction that requires a specific statement regarding release, you would waive any similar provisions in law, regulation or code that has the same intent or effect. We are not responsible for the actions, content, information or data of third parties, and you agree to release us, our directors, officers, employees, representatives, and/or agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against such third parties. Your ability to use the Arbeat Site is contingent on your agreement with this and all other sections of this Agreement. Where allowed, you agree that our total liability to you is not more than USD 100 or the total amount you paid to use our service within the last year, whichever is lower.

We make no representations about the accuracy or completeness of historical Virtual Asset price data that may be available on the Arbeat Site from time to time.

8.5. Safety and Security of Your Computer and Devices.

Arbeat is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attacks. We advise the regular use of reliable virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you must use due care in reviewing messages purporting to originate from us. We will never ask you to share or otherwise seek to access your computer or Arbeat Account. Similarly, we will never ask you to share your security credentials such as password, two factor authentication (2FA) codes, OTP codes, or bank card Personal Identification Number ("PIN") or Card Verification Value ("CVV") with us. Always log into your Arbeat Account through the Arbeat Site to undertake or review any transactions or conduct any actions or activity. We will never ask you to carry out any activity on your Arbeat Account through any platform other than the Arbeat Site. If you have any uncertainty regarding the authenticity of any communication or notice, please refrain from acting on the communication or notice and immediately contact the Arbeat Customer Support team for assistance.

8.6. No Liability for Breach.

We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

9. CONFIDENTIALITY

Each of Arbeat and you hereby agree to not disclose and to otherwise keep confidential any valuable business and financial information and other confidential and proprietary information, including any such confidential and proprietary information relating to the Arbeat Account, Arbeat Site, and/or Arbeat Services. The obligation under this section to maintain confidentiality shall not extend to information that are publicly available; rightfully possessed by you before it was disclosed; or developed independently by you without the use of, access to or referencing any Arbeat confidential information.

10. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND COMPLAINT RESOLUTION

10.1. Contact Arbeat.

If you have any feedback or questions, contact us via email at support@arbeat.io. When you contact us, please provide us with your name, registered email address and phone number, and any other information that we may need to verify your identity.

10.2. Complaints.

In the event that you have a complaint against us, the Arbeat Site and/or the Arbeat Services, you must submit a formal written complaint at support@arbeat.io. You must state the cause of your complaint as clearly as possible and provide all the information you believe to be relevant for the resolution of your complaint.

We reserve the right to seek additional information and clarification including request you to provide documentary evidence in respect of your complaint.

You acknowledge that you have read and understood our [Complaints Handling Procedure](#) (as amended and supplemented from time to time) available on our website at the time of submitting your complaint.

10.3. Offers.

Any offer for the resolution of your complaint made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

11. DATA PROTECTION

Personal Data. You acknowledge that we may process personal data and in some cases, where permitted by applicable law, special category of personal data (collectively personal data) in relation to you or associated persons such as ultimate beneficial owners, directors,

associates, and/or employees, in connection with this Agreement, or the Arbeat Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data is being, has been or will be made in accordance with all applicable data protection and data privacy laws with respect to obtaining mandatory consent of all relevant data subjects, and that all personal data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our [Privacy Policy](#) (as amended or supplemented from time to time) forming part of this Agreement, a copy of which is available on the Arbeat website, and in the case of personal data relating to data subject(s) other than yourself, you have (or will at the time of disclosure have) provided a copy of the privacy policy to the data subject(s); and
- you will promptly read any updated, amended or supplemented privacy policy and provide a copy to any data subject(s) whose personal data you have provided to us.

12. ACCEPTABLE AND PROHIBITED USE

12.1. Limited License. We grant you a limited, personal, non-exclusive, revocable, non-transferable and non-sublicensable license, subject to the terms of this Agreement, to access and use the Arbeat Services, Arbeat Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Content is expressly prohibited. All rights, titles, and interests in the Content is exclusively the sole property of Arbeat and/or its third party licensors as applicable. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. The website domain at "arbeat.io", trade name "Arbeat" and all logos related to the Arbeat Services and/or displayed on the Arbeat Site are trademarks or registered marks of Arbeat or its licensors as applicable. You may not copy, imitate or use them without our prior written consent.

12.2. Website Accuracy. Although we intend to provide accurate and timely information on the Arbeat Site, the Arbeat Site (including, without limitation, the Content) may not always be entirely accurate, complete or up-to-date and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information, including without limitation information regarding our policies, products and services, may, to the extent permitted by applicable law, be changed or updated from time to time without notice. Accordingly, you must verify all information before relying on it. All decisions based on information contained on the Arbeat Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we have no control over materials, links, information, content or service belonging to any third party and are not responsible for any aspect of the links, information, content, or services contained in any third-party materials or on any third party sites accessible through or linked to the Arbeat Site.

12.3. Credentials security. In order to access Arbeat Services, you are required to provide an email address and create a password. Arbeat offers a time-based One Time Password ("OTP") via a Short Message Service ("SMS") delivered to your mobile number registered with Arbeat. You are responsible for keeping your mobile and/or electronic devices through

which you access the Arbeat Services safe and for maintaining adequate security and control of any and all security credentials that you use to access the Arbeat Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of your mobile and/or electronic devices and ensuring that said mobile and/or electronic devices are password protected. You understand that any loss or compromise to your personal mobile and/or electronic devices or security credentials may result in the unauthorized use and access of your Arbeat Account by third parties; the loss or theft of your Fiat balance, Virtual Assets and/or funds held in your Arbeat Account; and/or the misuse of any associated accounts, including bank account(s) details. You must keep security credentials safe at all times. Passwords and OTP authentication codes must be safeguarded and not shared or made visible to others. Arbeat strongly recommends the use of password and two factor protected password managers to safeguard login credentials and Personal Identification Numbers PINs, and/or biometric authentication features to safeguard two factor generating mobile devices.

12.4. Security Breach. If you suspect that your Arbeat Account or any of your credentials or security details have been compromised, or if you become aware of any fraud or attempted fraud or any other security incident including a cyber-security attack affecting you and/or the Arbeat Site (together a "Security Breach"), you must promptly notify Arbeat by email to support@arbeat.io, and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to eliminate, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

12.5. Contact Information. You are responsible for keeping your email address and/or telephone number up to date in your Arbeat Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach). Arbeat may require you to undergo an identity verification process before a change to your email address and/or phone number will be applied on the Arbeat Site.

12.6. Export Controls and Sanctions. Your use of the Arbeat Services and the Arbeat Site is subject to international export controls and economic sanctions requirements. By depositing Fiat, or by sending, receiving, buying, selling, swapping or storing Virtual Assets through the Arbeat Site or Arbeat Services, you agree that you will comply with those requirements. You are not permitted to use any of the Arbeat Services through the Arbeat Site if: (1) you are in, under the control of, or a national or resident of Cuba, North Korea, Iran, or any other country subject to international sanctions (a "Sanctioned Country"); (2) you intend to supply any acquired or stored Virtual Assets or Arbeat Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or (3) you are resident in any country where the use, buying, selling, receiving, sending or trading in Virtual Assets is prohibited by the laws and regulations that apply to you. The Arbeat Services are not provided to and shall not be used by any national, or resident of a Sanctioned Country including without limitation, countries sanctioned by the UAE, United Nations (UN), Financial Action Task Force (FATF) Office of Foreign Asset Control (OFAC) and/or any other applicable sanction lists in accordance with the law of the UAE. In the event that we learn that you are making use of the Arbeat Services and/or the Arbeat Site in disregard of the prohibition stated in accordance with this section, we shall immediately and without notice to you, restrict your access to your Arbeat Account and the Arbeat Site, close your Arbeat Account, and terminate this Agreement with you. Any action taken by us shall not affect any obligation to make appropriate reports to relevant

legal enforcement and regulatory authorities in accordance with applicable laws and regulations. Arbeat shall not be responsible for or have no obligation to transfer your Virtual Assets and/or Fiat balance in your Arbeat Account to you. You understand and agree to our right to immediately restrict your access, close your Arbeat Account and terminate your use of the Arbeat Service and this Agreement.

13. MISCELLANEOUS

13.1. Amendments. Arbeat may amend this Agreement, its appendices, addendum, and policies referred to herein including the Privacy Policy from time to time. Arbeat shall provide thirty (30) calendar days' prior notice to you in respect of any amendments to this Agreement. Should you not accept any amendments to the Agreement, you must stop your use of the Arbeat Site and/or Arbeat Services immediately or before the date that the amendments shall come into effect as applicable. Your continued use of the Arbeat Site and/or Arbeat Service following any amendment to the Agreement coming into effect shall constitute your acceptance of the amendments and you will be legally bound by the applicable Agreement.

13.2. Force Majeure. Neither you nor Arbeat will be liable for any act or omission that is caused by a Force Majeure event. Arbeat will not be liable for any breach of this Agreement including any delay or failure to perform or interruptions in performing any of our obligations under this Agreement where they arise from factors or circumstances which arise directly or indirectly from Force Majeure event or anything beyond our reasonable control, which are not the result of fraud, gross negligence, or willful default. Other than the payment of Fees due to Arbeat, you will not be liable for any delay or failure to perform any of your obligations under this Agreement caused by Force Majeure or anything beyond your reasonable control, which are not the result of fraud, gross negligence, or willful default.

13.3. Severability. Wherever possible, each term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. However, if, for any reason, any term of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that the affected term is illegal, invalid or unenforceable, it shall be severed and deleted from the Agreement and the remainder of the Agreement shall survive, remain in full force and effect, and continue to be binding and enforceable.

13.4. Delays and Waivers. No failure or delay by us in exercising any right, power or privilege under the Agreement shall operate as a waiver of such right or acceptance of any variation of the Agreement. Any single or partial exercise by us of any right, power or privilege shall not preclude any further exercise of that right or the exercise of any other right, power or privilege.

13.5. Third-Party Rights. Nothing in this Agreement shall confer or be purported to confer on any other third party any benefit or the right to enforce any term of the Agreement.

13.6. Relationship of the Parties. This Agreement is binding upon and shall inure to your and our benefits, and our respective successors, executors, administrators, and permitted assigns. You shall not assign or delegate your rights and obligations under this Agreement without our prior written consent, which may be withheld at Arbeat' sole discretion. No third party shall have any rights hereunder.

13.7. Privacy of Others; Marketing. If you receive information about another user through the Arbeat Services, you must keep the information confidential and only use it in connection with the Arbeat Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effect a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Arbeat Services.

13.8. Unclaimed Property. Where there is no activity within your Arbeat Account including without limitation, where you have not signed into your Arbeat Account or there is no record of your use of the Arbeat Services, for a period of at least six (6) years and you hold Fiat balance and/or Virtual Assets in your Arbeat Account, we will make reasonable efforts to contact you through your email address and/or phone number registered on the Arbeat Site to remind you of any Fiat balance and/or Virtual Assets that you hold in your Arbeat Account. If we are unable to reach you through your registered email address and/or phone number, we shall provide details of your Fiat balance and/or Virtual Assets in your Arbeat Account as "unclaimed funds" to the relevant regulatory authority and shall thereafter take any action in respect of your Fiat balance and/or Virtual Assets in your Arbeat Account in accordance with the directives received from the relevant regulatory authority. You agree that Arbeat shall have no liability to you in respect of any actions we take in accordance with this section. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law or regulation.

13.9. Governing Law. Except as otherwise stated in this Agreement, this Agreement shall be construed in accordance with the laws of the Emirate of Dubai. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre ("DIAC"), which Rules are deemed to be incorporated by reference into this section. The number of arbitrators shall be three. The seat of arbitration shall be Dubai, UAE. The language to be used in the arbitration shall be English.

13.10. Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you and Arbeat.

13.11. Interpretation. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

13.12. Transfer. This Agreement is personal to you. You shall not transfer or assign your rights, benefits, interests, liabilities, and/or obligations under this Agreement to anyone else. We may transfer or assign our rights, benefits, licenses, interests, liabilities and/or our obligations herein at any time, including as part of a merger, acquisition or other corporate reorganization involving Arbeat.

13.13. Security Interests. You must not create security over your Fiat balance, or Virtual Assets in your Arbeat Account unless we provide you with our prior written consent to do so.

13.14. Language. This Agreement and any information or notifications that we provide in accordance with this Agreement shall be provided to you in Arabic and English languages. Any translation of this Agreement or other documents to any other language may be

provided for your convenience only but shall not form the basis of determining the prevailing language. In the event of any inconsistency between the Arabic and English language versions of this Agreement or other documents and where the Agreement or other document are to be used in a legal proceeding, the English language shall prevail.

13.15. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Arbeat Account cancellation, debts owed to Arbeat, general use of the Arbeat Site, disputes with Arbeat, and general provisions, will continue to be binding and operate after the termination or expiration of this Agreement.

APPENDICES

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

PROHIBITED USES

You may not use your Arbeat Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Arbeat Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us by support@arbeat.io.

By opening an Arbeat Account, you confirm that you will not use your Arbeat Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in the violation of, any law, statute, ordinance, rule, or regulation, sanctions programs administered in the countries where Arbeat conducts business, including but not limited to the United Nations Security Council ("UNSC") and the UAE Local sanctions lists; which would involve proceeds of any unlawful activity; the conduct of unlawful activities; the transfers of acquired or stored Virtual Assets to/from persons, wallets, or exchanges or other services based in Cuba, North Korea, Iran, Syria or any other country subject to international sanctions; and/or publish, distribute or disseminate any unlawful material or information, etc.
- **Abusive Activity:** Actions which: impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Arbeat Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Arbeat Site, other accounts on the Arbeat Site, computer systems or networks connected to the Arbeat Site, through password mining or any other means; use Arbeat Account information of another Arbeat client to access or use the Arbeat Site,; or transfer your Arbeat Account access or credentials to a third party, unless by operation of law or with the express written permission of Arbeat.
- **Abuse Other Arbeat Clients:** Interfere with another Arbeat client's access to the Arbeat Site and/or use of any Arbeat Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to,

rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Arbeat Site about others, including without limitation email addresses, without proper consent.

- **Fraud:** Activity which operates to defraud Arbeat, Arbeat clients, or any other person; provide any false, inaccurate, or misleading information to Arbeat.
- **Gambling:** unauthorized lotteries; sport betting, casino games, bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance, or other activities that facilitate any of the foregoing;
- **Intellectual Property Infringement:** Engage in transactions or activities that infringe or violate any intellectual property right, copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Arbeat' intellectual property, name, or logo, including use of Arbeat trade or service marks, without express written consent from Arbeat or in a manner that otherwise harms Arbeat or the Arbeat brand; any action that implies an untrue endorsement by or affiliation with Arbeat.

By opening an Arbeat Account, you undertake to not use the Arbeat Account, Arbeat Site and/or Arbeat Services in connection with any Prohibited Uses.

PROHIBITED BUSINESSES

In addition to the Prohibited Uses described above, the following categories of businesses and business practices are prohibited from accessing and/or using the Arbeat Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Arbeat Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us by support@arbeat.io.

- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- **Counterfeit or Unauthorized Goods:** Sale or resale of counterfeit or unauthorized branded or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.

- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom, etc.).
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features, etc.
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs.
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- **High risk businesses:** any businesses that we believe pose elevated financial risk, legal liability, or violate card network or bank policies.

By opening an Arbeat Account, you undertake to not use the Arbeat Account, Arbeat Site and/or Arbeat Services in connection with any Prohibited Business.

RESTRICTED ACTIVITIES

Using the Arbeat Account, Arbeat Site and/or Arbeat Services to conduct any one or more of the following is restricted. Arbeat reserves the right to monitor your use of the Arbeat Account, Arbeat Site and/or Arbeat Services for the Restricted Activities. The specific types of activities listed below are representative, but not exhaustive.

- activities involving or relating to the use, buying, selling, or trading in weapons of any kind, including but not limited to firearms, ammunition, knives, or related accessories;
- activities involving controlled substances including but not limited to narcotics, prescription drugs, steroids, or related paraphernalia or accessories;
- activities that involve any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- activities that involve debt settlement, refinance, or credit repair services;
- court ordered payments, structured settlements, tax payments, or tax settlements;
- the sale of money orders or cashier's checks or any unlicensed money transmitter activity;
- lottery contracts, layaway systems, or annuities; counterfeit goods;
- Cryptocurrency tumbling (or 'mixer') services or websites;
- P2P Exchange platforms such as localbitcoins.com; or Online wallets offering enhanced privacy through connectivity to anonymous networks such as The Onion Network (TOR). Examples of such wallets include Wasabi Wallet, Samourai, Rahakott, etc.
- any other matters which we communicate to you that are unacceptable from time to time and which, for example, may be restricted by our and your payment partners.

Arbeat shall reserve the right to immediately terminate your access to the Arbeat Services, Arbeat Site and/or your Arbeat Account in the event that you use the Arbeat Service, Arbeat Site and/or Arbeat Account for any one or more of the activities set out under this Appendix 1 and/or any other activities which Arbeat shall reasonably deem in its sole discretion as constituting a Prohibited Uses, Prohibited Businesses, and/or Restricted Activities. You understand that the termination of your accesses stated herein shall not preclude Arbeat's right or obligation to take further actions as required by applicable laws and regulations.

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

Arbeat uses a three tiered system and procedures to collect and verify information about you and define the transactional limit that would apply to your Arbeat Account. Your access to one or more Arbeat Services, and your Transaction limits including weekly or monthly Fiat deposits and withdrawals shall be subject at all times to the level of due diligence completed by you in accordance with Section 2.3 of the Agreement.

Arbeat may require you to provide additional information, or to wait for a period of time after completion of a transaction, before permitting you to use any Arbeat Services and/or before permitting you to engage in transactions beyond certain volume limits.

If you wish to increase your Transaction limits beyond the posted amounts, you may apply for a higher limit. Arbeat will require you to submit to an Enhanced Due Diligence ("EDD") check before a higher limit is approved and applied to your Arbeat Account. Additional fees and costs may apply as applicable. Arbeat shall in its sole discretion determine your eligibility to an increased Transaction limit and will, where reasonably appropriate, refuse your application for an increased Transaction limit without providing you with the reason(s) for its decision.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT POLICY

This policy describes how Arbeat delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version shall be effective from the date of publication on the website. We will provide you with prior notice of any material changes to this policy.

ELECTRONIC DELIVERY OF COMMUNICATIONS

You agree and consent to receiving all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Arbeat Account and your use of Arbeat Services and/or Arbeat Site electronically. Communications include without limitation:

- Terms of Service and policies you agree to (e.g., the Arbeat User Agreement, Privacy Policy, Best Execution Policy and order execution arrangements), including updates to these agreements or policies;
- Account details, history, transaction receipts, Delisting Notices, confirmations, and any other Arbeat Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and

- Responses to claims or customer support inquiries you have raised in connection with your Arbeat Account.

We may provide these Communications to you by publishing them on the Arbeat Site, emailing them to you at the registered email address listed in your Arbeat Account, and/or through other electronic communication such as text message or mobile push notification.

HARDWARE AND SOFTWARE REQUIREMENTS

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Arbeat); and
- Sufficient storage space to save past Communications or a printer to print them.

HOW TO WITHDRAW YOUR CONSENT

You may withdraw your consent to receive Communications electronically by contacting support@arbeat.io. Notwithstanding, you shall continue to receive Communications in connection with your activities and/or transactions on your Arbeat Account and other important notification and updates that directly affect or relate to the use of the Arbeat Site and Arbeat Services.

UPDATING YOUR INFORMATION

It is your responsibility to provide us with true, accurate and complete contact information, and to keep such information up to date. You understand and agree that Arbeat shall be deemed to have provided a Communication to you and therefore have no liability to you if Arbeat duly sends Communication to the contact information properly registered on your Arbeat Account, notwithstanding that the contact information turns out to be incorrect, out of date, or no longer in use by you.

ACKNOWLEDGEMENT AND CONSENT

You hereby acknowledge that you have read and understood the terms of this Agreement (as amended and modified from time to time), you undertake to comply with all aspects of this Agreement and you consent to be bound by this Agreement until otherwise terminated.

Last Updated: April 2025