

# Sahal Wallet User Agreement (Terms and Conditions)

## Intent

This is a User Agreement outlining the terms and conditions that you accept and agree to, by indicating acceptance and continuing to access Sahal Wallet (“SW”) websites, device applications and other associated services.

## Risks of Trading and Holding Digital Currencies

SW kindly reminds you that the risk of loss when trading or holding Crypto Currencies can be substantial and you acknowledge that you are aware of these risks. Due to the risk of substantial losses, you should carefully consider whether trading or holding Crypto Currencies is suitable for you, subject to your financial circumstances and susceptibility to risk.

“Disclaimer” means the general disclaimer of liability that appears on the SW Website, which disclaimer forms part of this Agreement;

“Email Address” means the email address that you provide to us at the time that you apply for a Trading Account;

“Force Majeure” means any circumstance, act, or event beyond our reasonable control, including (but not limited to) any:

- (a) lock outs, strikes or other industrial disputes (in each case, whether or not relating to our workforce and whether or not beyond our reasonable control);
- (b) changes to applicable laws, acts, or regulations of any governmental or supranational bodies or authorities;
- (c) breakdown, failure, malfunction, or hacking of telecommunications or computer services or systems (including the internet) including, without limitation, any third party services or systems or acts of hackers;
- (d) unusual volatility in the market, hacking, Denial of Service (DoS) attack, deliberate market distortion or manipulation, and disruptions to trading or the trading price;
- (e) act of God, fire, act of government or state, terrorist act, war, civil commotion,
- (f) insurrection or embargo, earthquake, nuclear incident, floods, volcanic action;
- (g) inability to communicate with brokers or market makers for whatever reason or late or mistaken delivery or payment by any bank or counterparty;
- (h) prevention from or hindrance in obtaining any energy or other supplies; and
- (i) any other reason (whether or not similar in kind to any circumstance, act or event described in (a) to (f) above).

“Privacy Policy” means the privacy policy (as amended from time to time) that is available on the SW Website, which policy forms part of this Agreement;

## 1. Services.

### 1.1. Eligibility

- 1.1.1. To be eligible to use the SW Services, you must be at least 18 years old.
- 1.1.2. Your eligibility to access certain SW Services also depends on the country in which you reside. It is your sole responsibility to ensure you are not participating in services that are deemed illegal in the country you are domiciled in.

## 1.2. Services

- 1.2.1. The following services are provided to you by SW :
  - 1.2.1.1. The ability to store crypto currency;
  - 1.2.1.2. The ability to view your exchange transactions;
  - 1.2.1.3. The limited ability to track the projects you have followed;
  - 1.2.1.4. The ability to transfer crypto currency in and out of SW; and
  - 1.2.1.5. The ability to purchase cryptocurrency via third party payment gateway or other crypto currencies.

## 1.3. Jurisdiction

- 1.3.1. SW Services are regulated by the UAE. SW is not registered as a Crypto Currencies Exchange, thus it is unable to directly accept fiat under any circumstance in relation to exchange between fiat and cryptocurrency.

## 1.4. Fees

- 1.4.1. Notwithstanding the following subclauses SW may charge a fee at any amount at their discretion to anyone making a transaction on the SW.
- 1.4.2. If SW chooses to enforce a fee it shall be displayed and disclosed on the fee section of our website.
- 1.4.3. If there is no fee section or there is no information regarding fees in the fee section, you may assume there is no fee charged.
- 1.4.4. SW reserves the absolute right to update and modify fees at their discretion.
- 1.4.5. Fee updates will be disseminated via the website as well as an email to each SW Account designated email address.
- 1.4.6. If you disagree with the fees charged by SW, you must cease use of the platform immediately.
- 1.4.7. If any fee has not been paid in full or on time, SW reserves the right to suspend or terminate your account or any services you are engaged in.

## 1.5. Using Our Services

- 1.5.1. Our services provide you with a self-managed custody solution to access crypto currencies in which the SW supports. You acknowledge that we have no control over the wallet you create via our platform and the crypto currency you
- 1.5.2. You may exchange supported Crypto Currencies by using Crypto Currencies that have been deposited and credited to your Wallet.
- 1.5.3. **Unauthorised or Incorrect Transaction.** The SW has no control over the transactions you make. Unauthorised and incorrect transactions remain your sole responsibility. SW has no means of accessing your wallet.
- 1.5.4. **Conversion Fees.** Each exchange of Crypto Currency may be subject to a fee ("**Conversion Fee**"). The applicable Conversion Fee will be displayed to you on the SW website prior to each transaction and is stated in your transaction history.
- 1.5.5. **Exchange Rates.** Each exchange of Crypto Currencies using your Currency Wallet balances is subject to the SW "Exchange Rate" for the given transaction. The "Exchange

Rate" means the price of a given supported Crypto Currencies in Crypto Currency as quoted on the SW application. The Exchange Rate is stated either as an exchange rate, which is the price at which you may exchange Crypto Currencies, respectively. You acknowledge that the Exchange Rate may fluctuate from time to time. You agree to accept the Exchange Rate when you authorise a transaction.

- 1.5.6. We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to exchange your Crypto Currencies at any particular price or time.
- 1.5.7. Transactions are facilitated via smart contract thus you cannot cancel, reverse, or change any transaction marked as complete or pending.
- 1.5.8. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid extra gas fee charges, insufficient funds, or similar fees charged pertaining to gas.
- 1.5.9. **Supported Crypto Currencies.** Our Crypto Currencies Services are available only in connection with those Crypto Currencies that SW supports, and this may change from time to time. Under no circumstances should you attempt to use your SW Wallet to store, send, request, or receive digital currencies or assets in any form that we do not support (although we will use reasonable efforts to help you move Crypto Currencies that we no longer support). We assume no responsibility or liability in connection with any attempt to use SW 's platform for digital currencies or assets that we do not support.

## 2. User Obligations

- 2.1. You warrant to us that you are a bona fide user of SW 's Services for the purposes of exchanging Crypto Currencies.
- 2.2. By opening a SW Account, you confirm that you will not use SW Services in connection with any of following businesses, activities, practices, or items, or any criminal activities whatsoever, including but not limited to:
  - (a) Terrorist financing;
  - (b) Money laundering;
  - (c) Illegal gambling;
  - (d) Distributing or funding drugs and drug paraphernalia;
  - (e) Malicious hacking including payments for ransomware;
  - (f) Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing and referral marketing programs.
  - (g) Knowingly or recklessly provide us with inaccurate or incomplete information through the Platform;
  - (h) Reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Platform's source code, formulas or processes;
  - (i) Interfere with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users);
  - (j) Use this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);

- (k) Knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch on SW 's Platform and Services;
- (l) Use the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- (m) Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
- (n) Publish, post, distribute, disseminate or send 'spam material' or engage in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- (o) Collect or store personal data about other users of the Platform; or
- (p) Do anything else which may interfere with or negatively affect the operation of our Platform, Services or other users.

### **3. Access to Services**

#### **3.1. Registration of SW Account.**

- 3.1.1. In order to use the SW Services, you will need to create a SW wallet ("**SW Account**" or "**SW Wallet**"). When creating a SW wallet you will be promoted to write down your private keys and/or seed phrase.
- 3.1.2. You will be solely responsible for keeping your private keys and/or seed phrase secure. SW will not be able to recover your wallet and it's contents if your private keys and/or seed phrase is compromised.

#### **3.2. Access.**

- 3.2.1. To access the SW Services, you must have the necessary equipment or devices (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the Internet.

### **4. Security**

- 4.1.** The transmission of information over the Internet is not always completely secure. In particular, emails to or from us and internet transmission of information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means
- 4.2.** You acknowledge that you use the Platform and Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an 'as is' basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that your access or use will be uninterrupted, timely or secure.
- 4.3.** We cannot guarantee the identity of any other user, receiver or other party you engage with.
- 4.4.** You are accountable for maintaining and preserving the confidentiality of your account information, your personal information you provide to SW, the strength level of your password, whether you implement a two-factor authentication (unless otherwise stipulated

in these Terms of Use) and any other activities you undertake when using our Platform and Services.

## **5. Indemnity**

### **5.1. Release of SW**

If a dispute arises between yourself and one or more users of SW Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, 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.

### **5.2. 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 costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our published policies) or your violation of any law, rule or regulation, or the rights of any third party.

### **5.3. Limitations of Liability.**

We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

### **5.4. Warranties**

We do not provide any warranty in relation to your use of SW 's Platform, Services, blockchain or Crypto Currencies supported, and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete. SW 's Platform and Services does not provide information to evaluate whether or not you should use and trade in Crypto Currencies. We give no warranties, guarantees or accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.

**5.5.** You may cancel your SW account at any time, following the settlement of any pending transactions. You will not be charged any fees for cancelling your SW account, however you must pay any outstanding amounts owed to us.

## **6. General**

**6.1.** SW will communicate with customers via email, telephone or internal account and will never provide links to other websites that request sensitive information such as 2-factor codes and passwords. If you suspect an email or telephone call to be unsecure, please email us at [business@marhabadefi.com](mailto:business@marhabadefi.com) and we will be able to assist you.

**6.2.** By using SW 's Platform and Services, you accept that it is your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades you conduct through our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund SW accounts as well as to ensure that you are compliant and that the platform and features satisfy your

requirements. SW does not provide any advice or take any responsibility for information that you receive through our Platform and Services.

- 6.3.** The Terms of Use published on the date you view them on the Platform supersede all prior versions.
- 6.4.** If any provision of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms of Use will be in full force and effect.
- 6.5.** If we are unable to perform our Services as stipulated in the Terms of Use due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of Force Majeure, we will not be held liable.

## **7. Discontinuance of Services**

- 7.1.** We may, in our sole discretion discontinue and without cost to you, or without prior notice, and at any time, modify or discontinue, temporarily or permanently any portion of your service. It is your sole responsibility to maintain a back-up of your private keys and/or seed phrase to allow the restoration of your wallet on another platform or service.

## **8. Governing Law and Jurisdiction**

- 8.1.** This Agreement will be governed by the Laws of the UAE and the non-exclusive jurisdiction of the UAE courts. However, if you are an individual resident outside of the UAE, you may also petition the courts of the jurisdiction in which you reside and the law governing this Agreement may include any such consumer laws of your Home Jurisdiction that provide greater consumer protection than is available under Australian law.