

Table of Contents

1. TERMS OF USE	4
2. DISCLAIMER	4
3. OUR SERVICES	5
3.1. Eligibility	5
3.2. E-Funds Deposit orders	5
3.3. Digital Asset Services	5
4. FEES	6
5. YOUR ACCOUNT	6
5.1. Opening of an Account	7
5.2. Identity Verification	7
5.3. Third-party access	8
6. PAYMENT SERVICES	9
6.1. E-Funds Deposit Order	9
6.2. Purchase and Sell Digital Assets	9
6.3. Revocation	9
6.4. Unauthorized and Incorrect Transactions	9
6.5. Redeeming E-Money Deposit Orders	10
6.6. Account Information	10
6.7. Refund Rights	11
7. DIGITAL ASSET SERVICES	12
7.1. In General	12
7.2. E-Money Deposit Order Transactions	12
7.3. Supported Digital Assets	13
7.4. Digital Asset transaction fulfillment	13
7.5. Conversion Fees	13
7.6. Exchange Rates	13
7.7. Authorizations; Reversals; Cancellations	14
7.8. Digital Asset Wallet Storage	14
7.9. Advanced Protocols	14
7.10. Control of Virtual Assets	15
8. TRANSACTION LIMITS & ENHANCED DUE DILIGENCE	17
8.1. Transactions Limits	17
8.2. Enhanced Due Diligence	17
9. SUSPENSION, TERMINATION, AND CANCELLATION	17

9.1. Suspension, Termination, and Cancellation	17
9.2. Consequences of Termination or Suspension	19
10. LIABILITY	19
10.1. Release of CoinMENA	19
10.2. Indemnification	20
10.3. Limitations of Liability	20
10.4. Limitation of Loss	20
10.5. Limitation of liability as permitted by law	21
10.6. No warranties	21
10.7. No Liability for Circumstances Beyond Our Control	22
11. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS	22
11.1. Contact CoinMENA	22
11.2. Complaints	22
12. CONFIDENTIALITY AND DATA PROTECTION	23
12.1. Confidential Information	23
12.2. Personal Data	23
13. SECURITY	25
13.1. Password Security	25
13.2. Authentication and Verification	26
13.3. Security Breach	26
13.4. Safety and Security of Your Computer and Devices	26
14. GENERAL	27
14.1. Disclosure and Risks	27
14.2. Confirmations	28
14.3. Your Compliance with Applicable Law	28
14.4. Limited License	28
14.5. Export Controls & Sanctions	29
14.6. Amendments	29
14.7. Relationship of the Parties	30
14.8. Privacy of Others	30
14.9. Contact Information	30
14.10. Taxes	31
14.11. Unclaimed Property	31
14.12. Entire Agreement	31
14.13. Interpretation	31

14.14. Transfer and Assignment	31
14.15. Security Interests	32
14.16. Enforcement of Our Rights	32
14.17. Language	32
14.18. Survival	32
14.19. Governing Law and Jurisdiction	32
14.20. Record Retention	33
15. APPENDIXES	34
15.1. Appendix 1	34
15.2. Appendix 2	38
15.3. Appendix 3	39
15.4. Appendix 4	40

1. TERMS OF USE

Welcome to **CoinMENA!**

You agree and understand that by signing up to use an account by CoinMENA (licensed by VARA under license reference number VL/23/09/001) COINMENA FZE (CoinMENA) through coinmena.com or any of our APIs (collectively the "Site"), you are agreeing to enter into this user agreement (the "Agreement"). The Agreement is between you and COINMENA (*which include COINMENA FZE, its holding company and other affiliates that are part of CoinMENA collective*), hereinafter, referred to as "we", "us", "our" and "CoinMENA". Each CoinMENA entity operates as a separate legal entity. No CoinMENA entity shall be jointly or severally liable for the obligations of another, unless explicitly required under applicable law. CoinMENA FZE in the UAE is located at SRT-FLR04-04.02-EO10, Sheikh Rashid Tower, Dubai World Trade Center, Dubai, UAE. CoinMENA FZE is licensed and regulated by the Dubai Virtual Assets Regulatory Authority (VARA) to provide Crypto Assets Broker-Dealer Services in the Emirate of Dubai.

CoinMENA FZE provides the Services solely in and from the Emirate of Dubai (excluding the Dubai International Financial Centre), in accordance with the regulations of the Dubai Virtual Assets Regulatory Authority.

By accessing the Platform, creating an account, or using any CoinMENA service, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. If you do not agree, you must not use the Platform.

We refer to the E-Money Deposit Orders and Digital Asset Services (all defined below) collectively as the "**Services**".

These terms and conditions ("**Terms**") apply to your ("user", "you", "your") use of the Services by way of coinmena.com [or any of our associated websites], APIs, or mobile applications (collectively, the "Site").

By clicking "I Agree", and signing up to use an account, or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by the Terms, including the risks and disclosures as well as our AML & Compliance Policy and Privacy Policy. If you do not agree with any of the Terms, your sole recourse is not to use or stop using the Site or the Services.

Client Classification

CoinMENA classifies clients in accordance with the requirements of the Dubai Virtual Assets Regulatory Authority. Unless otherwise notified in writing, you will be treated as a Retail Client, which provides you the highest level of regulatory protection.

Where applicable, CoinMENA may decide to reclassify you as a Qualified Investor or Institutional Client based on the information you provide, your investment profile, your financial sophistication, or as

otherwise required by VARA. You agree to promptly provide any documents or information necessary for this classification.

Certain Virtual Asset activities, products, or services may only be made available to Qualified Investors or Institutional Clients. You acknowledge that CoinMENA may restrict access to specific products until all classification and suitability requirements are met.

CoinMENA reserves the right to amend the Terms from time to time based on discretion, at any time by posting an updated version on the Site. We encourage you to check the Terms regularly for any amendments to it. If you have signed up to use an account, we will send an email notification of any amendments to the Terms to your registered email address. Your continued use of the Site or the Services will constitute your consent to the amended Terms.

2. DISCLAIMER

CoinMENA, under any condition, does not and cannot guarantee the value of a Digital Asset. You acknowledge and agree that the value of a Digital Asset is subject to high levels of volatility and that purchasing, selling, and holding Digital Assets involves high risk. You should be aware that the value of a Digital Asset can change rapidly, decrease, and potentially fall to zero. You should carefully consider whether to purchase, sell, and hold Digital Assets. Please do not use the Services if you are not able to bear the financial risk involved.

See Section 10 below for an explanation of how our liability is limited to the extent permitted by law.

3. OUR SERVICES

3.1. Eligibility

To be eligible to create an account with CoinMENA and use any of the services ("Services"), you must meet and continue to meet the following criteria and must not be a United States citizen:

1. If you are an individual, you are at least 21 years old.
2. If you are using the Services on behalf of a legal entity, you must be duly authorized to act on behalf of the legal entity, and the legal entity must be correctly formed or incorporated;
3. You reside in a country where the Services are available;
4. You have the legal power to consent to these Terms;
5. You will not use any of the Services if the laws of your country prohibit you from doing so;
6. You will provide all information (including identity, address, and banking information) required by us to open your Account or at any time afterward that we need to meet our obligations under applicable laws.

If at any time you do not meet any of these criteria, you must stop using the Site and the Services. We can close or suspend your Account at any time when you do not meet these criteria.

3.2. E-Funds Deposit orders

CoinMENA provides a service (E-Money Deposit Orders) that enables you to make a money deposit to your CoinMENA account ("E-Fund Wallet") to exchange cash into electronic credits issued by CoinMENA ("E-Funds") via two payment methods:

1. Bank transfer;
2. Credit/debit card (Visa or Mastercard).

3.3. Digital Asset Services

The following services (the "Digital Asset Services") may be provided to you by CoinMENA:

1. A hosted digital wallet ("Digital Asset Wallet") enabling you to store, transfer and manage your balances of accepted Digital Assets; and
2. Accepted Digital Assets - These are the Digital Assets that CoinMENA shall support and they are listed on CoinMENA's website. The list of these assets shall be revised upon addition of new digital assets or in case of delisting of an asset. CoinMENA shall notify the clients when in any situation where CoinMENA has a reasonable belief that a VA under custody has been compromised or is subject to a security risk.
3. A Digital Asset broker-dealer service (" Digital Asset Broker-Dealer") enables you to buy and sell Digital Assets and carry out such purchases or sales on CoinMENA's Site. Among these the following services are offered and here are the mechanics of how each product or service operates:
 - 3.1. Trading: Our trading platform allows users to buy and sell cryptocurrencies. Users can place limit orders, market orders, and stop-loss orders. Our trading platform is based on an order book system, which matches buyers and sellers based on the price and quantity of the order.
 - 3.2. Wallets: We provide digital wallets for our users to store their cryptocurrencies. Each wallet has a unique public address and private key. Users can deposit and withdraw cryptocurrencies from their wallets.
 - 3.3. Fiat on-ramp/off-ramp: We offer a fiat on-ramp/off-ramp service, which allows users to buy or sell cryptocurrencies using fiat currency. Users can deposit funds through various payment methods, such as bank transfers, credit/debit cards, or e-wallets. Similarly, users can withdraw their funds to their bank accounts or e-wallets.
 - 3.4. OTC trading: We offer OTC trading services for high-volume trades. Users can negotiate directly with our OTC desk to execute trades at competitive prices.
 - 3.5. The Company maintains Virtual Assets with a third-party custodian, BitGo, which acts as the Company's institutional Virtual Asset custody provider. BitGo is used for the safekeeping and custody of supported Virtual Assets under the Company's custody

arrangements. The Company does not maintain client fiat funds with BitGo. Fiat funds, where applicable, are maintained through the Company's approved banking and payment partners.

4. CoinMENA may provision these services through its trading partners, liquidity providers and related parties to ensure swift and appropriate execution of client instructions.

5. Product Eligibility and Restrictions

Access to specific Virtual Assets, features, or services may be restricted based on your client classification, experience, financial profile, risk assessment results, or regulatory requirements. CoinMENA may refuse to offer, or may limit your access to, certain products or services wherever required by VARA or other applicable laws, or where CoinMENA reasonably determines that offering such products may pose undue risk to you, to CoinMENA, or to the wider market.

4. FEES

A full list of fees for CoinMENA Services can be found on the 'Fee Schedule' page of the CoinMENA website. You agree that CoinMENA may amend its Fee Schedule at any time and can inform you of any alterations made in any manner determined as appropriate, including posting the updated list of fees in the 'Fee Schedule' page of the website. In the absence of an objection being raised by you within thirty (30) days, the alterations are deemed to have been approved by you.

5. YOUR ACCOUNT

5.1. Opening of an Account

To use the Services, you will need to register for a verified CoinMENA account ("CoinMENA Account") by providing your full name, address, email address, date of birth, government and/or passport number, password, telephone number, and accepting the terms of this Agreement, AML & Compliance Policy, and Privacy Policy. You are fully responsible for all activity that occurs under your CoinMENA account. We may, at our sole discretion in light of not satisfying the requisite requirements, refuse to open a CoinMENA Account or provide a service for you.

5.2. Identity Verification

You agree to provide us with the information we request for the purpose of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, as set out in Appendix 2 (Verification Procedures and Limits) and grant us the right to keep a record of the information. You will need to complete certain verification procedures before you are permitted to start using the CoinMENA Services and to access specific CoinMENA Services, and

the limits that apply to your use of the CoinMENA Services may be altered as a result of information collected on an ongoing basis.

The information we request may include certain personal information including, but not limited to, your full name, your residence address, your registered mobile number, valid email address, your date of birth, your passport and national ID numbers and expiry dates, and information regarding your bank account (bank name, bank address, bank account holder name, the SWIFT/BIC code, the IBAN number, and the account number), in addition to verifying the source of funds (bank statements, salary certificate).

You confirm that any information pertaining to verification provided by you is accurate. Additionally, you consent to keep us updated if any of the information you provided changes. All of the information provided to us will be treated according to our Privacy Policy.

You provide us with the authority to make inquiries, directly or through third parties, that we deem necessary to confirm your identity and to protect you and/or us from financial crime and subsequently, take action where necessary. When carrying out these inquiries, your information may be disclosed to the relevant financial crime and monetary agencies. Additionally, we may require you to wait for 1-3 working days after completion of a transaction (but in any event no longer than 4 working days) before permitting you to use further Services and/or before allowing you to transact a certain volume limit.

CoinMENA may delay, suspend, freeze or refuse any transaction or withdrawal where required to comply with AML/CFT obligations, sanctions screening, blockchain analytics alerts, fraud investigation requirements or regulator instructions. You acknowledge that such actions may be taken without liability to you.

CoinMENA conducts ongoing monitoring of client activity, including sanctions screening, blockchain analytics, fraud detection and transaction monitoring, in order to comply with AML/CFT requirements, VARA regulations, and other applicable laws. You may be required to provide additional information or documentation at any time as part of this ongoing monitoring.

5.3. Appropriateness and Suitability Assessments

CoinMENA conducts appropriateness and suitability assessments as required by VARA to determine whether certain Virtual Asset products, features, or services are appropriate for you based on the information you provide.

You agree to provide accurate, complete, and up-to-date information when requested. Failure to do so may result in restrictions on your ability to **access specific products**.

These assessments do not constitute investment advice or a recommendation. You remain solely responsible for your investment decisions and for understanding the risks of Virtual Assets.

5.4. Third-party access

If you grant express permission to a third-party to access or connect to your CoinMENA Account, you acknowledge that granting permission to a third-party to take specific actions on your behalf does not relieve you of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third-party with access to your CoinMENA Account and any action of such third-party shall be considered to be an action authorized by you. Further, you acknowledge and agree that you will not hold CoinMENA responsible for and will indemnify CoinMENA from any liability arising out of or related to any act or omission of any third-party with access to your CoinMENA Account.

6. PAYMENT SERVICES

6.1. E-Funds Deposit Order

To undertake an “E-Money Deposit Order” transaction, several funding channels are available to you on the Site, which are debit cards, credit cards, and bank transfers. Crediting of funds may be done manually. When your E-Fund Deposit Order is confirmed, the funds are credited into your E-Fund Wallet.

The E-Fund Wallet is not a deposit or investment account. CoinMENA will only hold funds received from users in a designated safekeeping account with a regulated financial institution. E-Money held in an E-Fund Wallet will not earn any interest.

Safeguarding of Client Fiat Assets

Fiat funds received from clients are held in segregated client money accounts with regulated financial institution(s) in the UAE. These funds are not of deposit nature and are not protected by any deposit insurance scheme.

CoinMENA does not use client fiat funds for its own account, operational expenses, or corporate purposes. All client fiat balances are reconciled **regularly** and monitored in accordance with VARA’s client money safeguarding requirements.

6.2. Purchase and Sell Digital Assets

You may purchase accepted Digital Assets by using E-Funds credited to your E-Fund Wallet. To carry out a Digital Asset Transaction using E-Funds, you must follow the relevant instructions on the Site. You authorize us to debit your E-Funds in your E-Fund Wallet before delivering Digital Assets to your Digital Asset Wallet.

You may sell Digital Assets in exchange for E- Funds. You authorize us to debit your Digital Asset Wallet and credit your E-Fund Wallet with the relevant amount of E-Funds.

6.3. Revocation

When you give us instructions to purchase or sell Digital Assets, you cannot withdraw your consent to that Digital Asset transaction.

6.4. Unauthorized and Incorrect Transactions

Where a purchase or sale of a Digital Asset is initiated from your E-Fund Wallet using your credentials, we will assume that you authorized such a transaction, unless you notify us otherwise.

If you believe that such a transaction using your E-Fund Wallet has been carried out without your authorization, or if you have reason to believe that a transaction using your E-Fund Wallet has been incorrectly carried out or is incomplete, you must contact us as soon as possible.

It is important that you regularly check your CoinMENA wallet balance and your transaction history to ensure that any unauthorized or incorrect transactions are identified and notified to us at the earliest opportunity.

Except as provided by clause 6.7 of these Terms or applicable law, we are not responsible for any claim for unauthorized or incorrect transactions.

During any investigation of any actual or potential unauthorized or incorrect transaction, we reserve the right to suspend your E-Fund Account to avoid further losses.

6.5. Redeeming E-Money Deposit Orders

You may redeem all or part of your funds held in your E-Fund Wallet at any time by selecting the relevant option on the Site and following the instructions. Your funds will be transferred to the bank account associated with your CoinMENA account unless expressly agreed otherwise in writing. If the Services are terminated, we will redeem any funds remaining in your E-Fund Wallet and transfer the funds to the personal bank account you have registered with us. Prior to redeeming your funds from your E-Fund Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing, and other financial crimes. This may mean you are prevented or delayed from withdrawing funds until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

6.6. Account Information

You will be able to see the balances of E-Fund Wallet and Digital Asset Wallet and your transaction history using the Site, including the amount and currency of each Digital Asset purchase, any fees charged (including the breakdown of fees), where there has been a currency exchange, the rate of exchange and the amount in the new currency, and the credit or debit date of each Digital Asset purchase or sale.

6.7. Refund Rights

Unauthorized Transactions

If an Unauthorized Transaction occurs as a result of our failure, we will refund you the amount of that transaction by no later than the end of the next business day after becoming aware of the Unauthorized Transaction and restore your E-Fund Wallet to the state it would have been in had the Unauthorized Transaction not taken place. Generally, you will be liable for losses incurred where:

1. The Unauthorized Transaction arises from the use of lost or stolen credentials when you have failed to keep the login details of your E-Fund Wallet account secure), and
2. If you are fraudulent, or you intentionally or negligently fail to carry out your obligations under this Agreement, and this results in the Unauthorized Transactions (for example you deliberately share your email and password with a third party, or are grossly negligent in keeping your email and password secure), you will be liable for all resultant losses as a result of any such Unauthorized Transactions.

Where there is a dispute between us and you regarding whether or not a transaction is an Unauthorised Transaction, we may temporarily credit your E-Fund Wallet whilst we settle the dispute. Where we determine that the transaction was authorized, we may reverse that credit and correct errors made in any statement of your E-Fund Wallet without prior notice to you, although please note that during this period your E-Fund Wallet may be temporarily locked to avoid further Unauthorized Transactions. You will also be liable to us (as a debt) for any funds you have transferred that were temporarily credited to your E-Fund Wallet.

You agree to inform CoinMENA within 30 days from the date of the transaction that has taken place on your CoinMENA account, where your E-Fund wallet is credited with crypto or money that does not pertain to you or was credited erroneously to your account. Should you fail to report it within 30 days, CoinMENA reserves the right to take suitable legal action against you to recover any such proceeds that you have received whether in the form of crypto or money transaction. You agree that by accepting these terms you irrevocably waive all defenses to your obligation to return the funds (crypto or money) credited to your E-Fund wallet due to a system error.

Incorrect Transactions

Should an error or action emanating from CoinMENA result in an Incorrect Transaction, we will refund your CoinMENA wallet with the amount of the transaction without undue delay and endeavor to provide you with sufficient notice. Should an Incorrect Transaction result in you incurring charges and/or interest, we will pay for those charges and/or interest. Should you initiate any Incorrect Transaction, we shall on your request try to trace such a transaction.

7. DIGITAL ASSET SERVICES

7.1. In General

Your Digital Asset Wallet enables you to send, store, and receive Digital Assets from third parties by giving instructions through the Site (each transaction is a “Digital Asset Transaction”). The Digital Asset Service enables you to: (1) buy Digital Assets using E-Funds deposited into your E-Fund; or (2) sell Digital Assets stored in your Digital Asset Wallet and receive funds in your E-Fund wallet.

No Advice or Fiduciary Duty

All Digital Asset Services are provided on an execution only basis. CoinMENA does not provide investment, legal, tax, financial, accounting, or other advice in connection with any transaction or Virtual Asset.

Any information made available on the Site, including price data, market commentary, educational content, or blog posts, is of a general nature only and does not take into account your personal circumstances or objectives.

Nothing in your relationship with CoinMENA creates any fiduciary duty, portfolio management, or discretionary management obligation on CoinMENA. You remain solely responsible for all decisions to buy, sell, or **any other activity relevant to Virtual Asset through CoinMENA platform/app.**

7.2. E-Money Deposit Order Transactions

You may purchase accepted Digital Assets by linking valid payment methods to your CoinMENA account. You will have to initiate a payment from your personal bank account to CoinMENA’s bank account after which we will deposit the funds into your CoinMENA account. Conversely, you can initiate a payment using a credit or debit card through our platform after which the funds will be deposited into your CoinMENA account.

CoinMENA will attempt to deliver the Digital Asset to you as promptly as possible. Funds may be debited from your CoinMENA account balance before the status of your Digital Asset transaction is shown as complete and delivered to your CoinMENA account.

You may sell a Digital Asset in exchange for funds in a currency supported by CoinMENA. In such transactions, you authorize us to debit your CoinMENA account. Should you wish to withdraw funds from your CoinMENA account to your personal bank account, you can place a Money Withdrawal Order on the “Withdrawal” page and your order will be processed within our standard processing times.

7.3. Supported Digital Assets

In adherence to the regulations of the VARA, CoinMENA Services are only available in connection with the accepted Digital Assets. Under no circumstances should you attempt to use your CoinMENA account to store, send, or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your CoinMENA account for Digital Assets that we do not support.

7.4. Digital Asset transaction fulfillment

CoinMENA will make reasonable efforts to fulfill all purchases of Digital Assets, but under some circumstances, we may not be able to do so. Should this be the case, we will notify you and seek your approval to reattempt the purchase at the current Exchange Rate (Section 7.6).

Order Execution Policy

CoinMENA executes client orders on a non-advisory, non-discretionary basis and does not provide investment recommendations.

Prices are sourced from liquidity providers, custodians, trading partners, or connected order books. CoinMENA applies reasonable steps to obtain the best available price at the time of execution, considering market conditions, liquidity availability, order size, latency, slippage, and network congestion.

You acknowledge that Virtual Asset markets operate differently from traditional financial markets and that prices may vary across platforms. CoinMENA does not guarantee execution at any specific price or time, and you may experience delays, partial fills, or differences between displayed and executed prices due to fast-moving market conditions.

7.5. Conversion Fees

CoinMENA will charge a fee ("Conversion Fee") for each Digital Asset purchase or sale transaction. The applicable Conversion Fee will be displayed to you on the Site prior to each transaction and is stated in each receipt that we issue to you. Should the aggregate of the Conversion Fee and any other fees related to the transaction exceed the value of the transaction itself, we will not process the transaction. You can find a full list of CoinMENA's fees on our "Fee Schedule" Page on CoinMENA website.

7.6. Exchange Rates

Each purchase or sale of a Digital Asset is also subject to the Exchange Rate for the given transaction. The Exchange Rate means the price of a given accepted Digital Asset in fiat money as quoted on the Site. The Exchange rate is stated as a "Buy Price" or "Sell Price", which is the

price that you may purchase or sell a Digital Asset respectively.

7.7. Authorizations; Reversals; Cancellations

CoinMENA will be authorized to initiate a Digital Asset Transaction at the quoted "Buy Price" or "Sell Price" and the associated Conversion and/or Exchange Fees when you click the "Buy" or "Sell" button on the Site. Any transaction that is marked as complete or pending cannot be canceled or reversed. In the case where you have insufficient E-Funds in your E-Money Wallet, your transaction will be immediately rejected. CoinMENA does not guarantee or **commit** execution at any particular price, speed, or volume. Market conditions, liquidity, order routing, slippage, and partial fills may affect the final execution price. You acknowledge that all Digital Asset Transactions are executed may be subject to delays or price movement due to market volatility.

CoinMENA obtains executable market prices from approved third-party liquidity providers. Client quotations are generated based on the prevailing prices received from such liquidity providers at the time of the transaction. Prior to presenting a quote to a client, CoinMENA applies any applicable fees, spreads, or charges in accordance with its pricing and fee schedule. The final quoted price displayed to the client reflects the price available at the time of execution, inclusive of any applicable charges, and is presented for review before the client confirms the transaction.

Prices may vary due to market movements, liquidity conditions, transaction size, and timing of execution.

7.8. Digital Asset Wallet Storage

CoinMENA securely stores clients' Digital Assets in Multi-signature hot and cold storage wallets that are encrypted and protected using Two-factor Authentication, locked withdrawal addresses, IP whitelisting, redundantly secured recovery phases and exchange security audits. Digital Assets that do not need to be immediately available will be held offline in a cold wallet to the extent feasible.

Your Digital Assets in the Digital Assets Wallets are held by us for your benefit. Client Digital Assets remain at all times the property of the client. CoinMENA holds Client Digital Assets separate from its own assets and does not lend, pledge, or otherwise use Client Digital Assets for its own benefit.

From time to time, CoinMENA may appoint regulated third-party custodians to hold some or all Client Digital Assets on its behalf. Any such custodians are required to maintain Client Digital Assets in a manner that protects clients' interests and are subject to appropriate regulatory oversight or equivalent standards

7.9. Advanced Protocols

CoinMENA does not support meta-coins, colored coins, side chains, or other derivatives, enhanced, or forked protocols, tokens, or coins that supplement or interact with a Digital Currency we support (collectively, "Advanced Protocols"). The CoinMENA platform is not configured for Advanced Protocol transactions. Should there be any changes to the configuration, we shall announce this publicly and/or on our Site. You acknowledge and agree that we bear no responsibility whatsoever with regards to unsupported Advanced Protocols and by proceeding to access CoinMENA platform you agree to accept unequivocally the below terms and conditions, as well as any other policies and guidelines we may have in place.

- A.** Definition of Fork: A fork occurs when a cryptocurrency splits into two separate virtual assets with different rules and features. It may result in a new coin being created or a change in the existing coin's protocol.
- B.** Fork Support: We will decide whether to support the fork or not, and how we will handle it if we do. We will notify our users of our decision and provide any necessary information on how to access the new currency or convert their coins.
- C.** Timing: We will specify the timing of the fork and the deadline for any actions required by our users. We will also state whether we will halt trading during the fork and for how long.
- D.** Liability: We will not be liable for any losses incurred by our users due to the fork, including but not limited to loss of coins or inability to access the new currency. We will not provide any financial advice or recommendations on whether to participate in the fork.
- E.** Changes in protocol: In case of any changes in the protocol, we will communicate any necessary changes to our users to ensure their safety and protection.
- F.** Suspension of trading: We reserve the right to suspend trading or disable deposits/withdrawals during any fork or changes in protocol. We will communicate this to our users in advance.
- G.** User's Responsibility: It is the user's responsibility to keep themselves updated about the fork and any changes in the protocol. They should also follow the guidelines provided by us and ensure that they are compliant with all relevant laws and regulations.
- H.** Right to modify terms: We reserve the right to modify these terms and conditions by giving 30 days notice, and any changes will be communicated to our users via our website or other means of communication.

- I. By using our platform, users agree to these terms and conditions, as well as any other policies and guidelines we may have in place.

7.10. Control of Virtual Assets

Client Asset Protection

Client Virtual Assets remain at all times the property of the client. CoinMENA holds Client Assets in segregated wallets, separate from CoinMENA's own proprietary assets, in accordance with VARA custody and safeguarding requirements.

Client Assets may be held directly by CoinMENA or through regulated third-party custodians appointed by CoinMENA. CoinMENA exercises due skill, care, and diligence in selecting, appointing, and monitoring such custodians. CoinMENA does not lend, pledge, rehypothecate, or otherwise encumber Client Assets.

In circumstances such as blockchain network disruptions, protocol issues, or force majeure, CoinMENA or its custodians may temporarily restrict transfers or withdrawals to preserve asset security. Clients will be informed where reasonably practical.

CoinMENA prioritizes transparency and accountability in the safekeeping of clients' Virtual Assets ("VAs"). Client VAs remain at all times the property of the client and are held in segregated wallets, separate from CoinMENA's own assets, in accordance with applicable VARA regulations. Holding your Virtual Assets with CoinMENA or its appointed custodians does not transfer ownership of those assets to CoinMENA at any time.

VAs may be held directly by CoinMENA or by regulated third-party custodians (BitGo) appointed by CoinMENA. In all cases, CoinMENA remains responsible for exercising due skill, care, and diligence in the selection, appointment, and ongoing oversight of such custodians.

In certain circumstances, such as network disruptions, blockchain forks, regulatory requirements, or force majeure events, CoinMENA or its custodians may temporarily be unable to execute VA transfers. In these cases, CoinMENA will make reasonable efforts to keep clients informed of the status of their VAs and any steps being taken to restore normal operations.

To the fullest extent permitted by applicable law and regulation, such Client Assets and Virtual Assets are not intended to form part of CoinMENA's insolvency estate, nor be available to meet claims of CoinMENA's general creditors in any insolvency, resolution, or analogous proceedings, subject always to any binding court orders, regulatory directions, or mandatory legal provisions.

8. TRANSACTION LIMITS & ENHANCED DUE DILIGENCE

8.1. Transactions Limits

The use of all CoinMENA Services is subject to a weekly transaction limit where you may transact or transfer within that limit. For further details, please see Appendix 2 (Verification Procedures and Limits). To view your limits, log in to your CoinMENA account.

Your transaction limits may vary depending on the verification tiers you have completed. We reserve the right to change applicable weekly limits as we deem necessary. If you wish to raise your limits beyond the posted amounts, you may submit a request through your CoinMENA account.

8.2. Enhanced Due Diligence

If you wish to raise your weekly transaction limits, we may require you to submit additional information about yourself and/or your source of funds, and may request a meeting with CoinMENA staff ("Enhanced Due Diligence"). Completing the Enhanced Due Diligence does not guarantee that your limits will be raised. Based on our discretion, we may also lower your limits at a subsequent time.

9. SUSPENSION, TERMINATION, AND CANCELLATION

9.1. Suspension, Termination, and Cancellation

CoinMENA may: (a) refuse to complete, block, cancel or reverse a transaction authorized by you even after funds have been debited from your CoinMENA account; or (b) restrict, suspend, or terminate your access to any CoinMENA Services; or (c) deactivate or cancel your CoinMENA account with immediate effect for any reason, including but not limited to:

1. We need to do so to protect our reputation and goodwill;
2. We are required to do so by applicable law and regulation or any other legal authority to which we are subject in any jurisdiction including a court order;
3. We reasonably suspect you of acting in breach of the Terms;
4. We reasonably suspect you have breached our Policies (as set out in Appendix 1);
5. We have concerns that a transaction is erroneous or about the security of your CoinMENA Account or we suspect the CoinMENA Services are being used in a fraudulent or unauthorized manner;
6. We suspect money laundering, terrorist financing, fraud, or any other financial crime is being committed;
7. Use of your CoinMENA 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 your CoinMENA Account activity; and/or

8. You take any action that may circumvent our controls such as opening multiple CoinMENA accounts or abusing promotions that we may offer from time to time.

We may also refuse to complete or block, cancel or reverse a transaction you have authorized where there are insufficient E-Funds in your E-Fund Wallet or Digital Assets in your Digital Asset Wallet to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction or if your credit or debit card or any other valid payment method linked to your CoinMENA account is declined.

In the case where we refuse to complete a transaction and/or suspend, restrict or close your CoinMENA account, and/or terminate your use of CoinMENA Services, we will notify you and explain the reasons behind the refusal, suspension, restriction, or closure. If appropriate, we will provide you with the necessary information to rectify the errors which led to the refusal, suspension, restriction, or closure. In the event that we refuse to complete a transaction and/or suspend your CoinMENA Account, we will lift the suspension or complete the transaction as soon as reasonably practicable should the reasons that led to the refusal or suspension cease to exist. In the case where a transaction has been suspended, reversed, or canceled, CoinMENA is not obliged to reinstate the transaction at the same price or terms.

We may suspend, restrict, or terminate your access to any or all of the CoinMENA Services and/or deactivate or cancel your CoinMENA Account, without reason by giving you one week's notice. You acknowledge that based on confidential information and our risk management and security protocols, we may take certain actions, including limiting access to, suspending, or closing your CoinMENA Account. You agree that we are not obliged to disclose details of our risk management and security protocols to you.

9.2. Consequences of Termination or Suspension

Upon termination of the Services and our relationship under these Terms for any reason, unless prohibited by applicable law or by any court or other order to which CoinMENA is subject in any jurisdiction, you are permitted to access your CoinMENA Account for seven (7) days thereafter for the purposes of transferring E-Funds and/or Digital Assets.

You are not permitted to use the CoinMENA Services or your CoinMENA Account for any other purposes during these periods and we may, at our discretion, limit the functionality of the Site for you accordingly.

If we suspend or close your account or terminate your use of CoinMENA Services for any reason, we reserve the right to require you to re-complete the procedures outlined in Section 5.2 (Identity Verification) before permitting you to transfer or withdraw Digital Assets or E-Funds. You may cancel your CoinMENA Account at any time by withdrawing all balances. You will not be charged for canceling your CoinMENA Account, although you will be required to pay any outstanding

amounts owed to us. Should you cancel your CoinMENA Account, CoinMENA will be authorized by you to suspend or cancel any pending transactions.

10. LIABILITY

10.1. Release of CoinMENA

If you have a dispute with one or more users of CoinMENA Services (other than CoinMENA), you agree that neither we nor our affiliates or service providers, nor any of our directors, employees, and representatives, will be liable for any direct or indirect damages, demands or claims of any kind or nature that arises from or is connected to such disputes.

10.2. Indemnification

You agree to indemnify CoinMENA, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees, and representatives, in respect of any liabilities, losses, and costs (including legal fees and any fines or fees 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 these Terms or any of our Policies, or your violation of any law, rule or regulation, or the rights of any third-party. You further agree that CoinMENA shall not be liable for, and you shall indemnify CoinMENA against, any losses arising from incorrect wallet addresses, compromised devices, phishing, SIM-swap attacks, malware, or failure to implement recommended security controls such as multi-factor authentication.

10.3. Limitations of Liability

To the maximum extent permitted by applicable law, CoinMENA, its shareholders, directors, employees, agents, affiliates, service providers, custodians, and liquidity partners shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including loss of profits, loss of data, loss of opportunity, business interruption, or reputational harm arising out of or related to your use of the Platform or the Services.

CoinMENA does not guarantee uninterrupted access to the Platform and shall not be liable for any delays, failures, or interruptions caused by:

- blockchain network congestion, protocol errors, forks, or technical faults;
- delays or failures by banks, payment processors, liquidity providers, or custodians;
- cybersecurity events, attacks, or system disruptions outside CoinMENA's reasonable control;
- regulatory actions, freezes, investigations, or orders issued by competent authorities;
- incorrect or unverified information provided by you, including incorrect wallet addresses;

- device compromise, phishing, SIM swapping, malware, or failure to enable multi-factor authentication.

CoinMENA is not responsible for any losses resulting from reliance on market data, price feeds, slippage, partial fills, order-routing, execution delays, or temporary service suspension due to security or risk-related reviews.

In all circumstances, CoinMENA's total aggregate liability to you for any claim arising out of or relating to these Terms or the Services shall not exceed the total fees you paid to CoinMENA during the six (6) months preceding the event giving rise to the claim. CoinMENA owes no fiduciary duties to you, and all Services are provided on a non-advisory, non-discretionary basis.

You acknowledge that trading Virtual Assets carries a high degree of risk and you may lose the entire value of your assets. You agree that it is your responsibility to ensure the accuracy of all wallet addresses, bank details, account information, and transaction instructions you provide.

10.4. Limitation of Loss

In addition to the Limitations of Liability in Section 10.3 above, in no event under this Agreement or in connection with this Agreement or otherwise shall CoinMENA, our affiliates or service providers, or any of our or their respective directors, employees, or representatives be liable for any of the following types of loss or damage:

1. Any loss of expected or actual revenue or profits, whether directly or indirectly even if we knew or should have known or were advised of the possibility of the same.
2. Any loss of business and/or customers and/or revenue, and/or damage to reputation or goodwill whether directly or indirectly, even if we were advised or have been made aware of such a possibility;
3. Any loss due to the use of data (including corrupted data), hardware or software, including but not limited to any losses related to Digital Asset price data errors, interruptions, or delays in transmission of such data; and
4. Any loss or damage whatsoever which does not arise directly as a result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

10.5. Limitation of liability as permitted by law

The limitation of liability by CoinMENA in this Section is only to the extent permitted by the laws and regulations of the UAE. In the case of gross negligence, deliberate misconduct, fraud, personal injury, or death resulting from either our or any of our subcontractors' negligence, nothing in this Agreement shall limit our liability.

10.6. No warranties

To the extent permitted by law the CoinMENA Services are provided on an "as is" and "as available" basis, with no further promises made by us around the availability of the CoinMENA Services, its suitability for a particular purpose, and/or non-infringement. We do not make any promises that access to the Site, any of the CoinMENA Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy, order, timeliness, or completeness of historical Digital Asset price data available on the Site. We make no representations about the accuracy, order, timeliness, or completeness of historical Digital Asset price data available on the Site. We will make reasonable efforts to ensure that requests for credits and debits involving bank accounts, credit, and debit cards are processed in a timely manner but CoinMENA cannot guarantee the processing completion duration which is dependent on factors outside of our control.

With respect to your use and access to CoinMENA Services and Site, you hereby acknowledge and agree that you have not relied on any statement or understanding (written or oral) except those set forth in this Agreement.

10.7. No Liability for Circumstances Beyond Our Control

CoinMENA is not liable for any breach of the Agreement, including interruption of service or delays, where they arise directly or indirectly from abnormal and unforeseeable and unavoidable circumstances beyond our control ("Force Majeure"); nor are we liable where the application of any mandatory legal rules have resulted in the breach. Force Majeure shall also include blockchain network congestion, protocol-level failures, validator outages, chain reorganisations, smart contract malfunctions, custodian outages, third-party service disruptions, and significant market instability or liquidity events beyond CoinMENA's control.

11. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS

11.1. Contact CoinMENA

If you have any feedback, questions, or complaints, contact us via our 'Support' page. When you contact us please provide us with your full name, email address, phone number, and any other information we may need to identify you, your CoinMENA Account, and the transaction in question.

11.2. Complaints

In the event of a complaint about the Services of CoinMENA, complaints can be submitted by letter, telephone, fax, email, or in-person to:

E-mail: support@coinmena.com

Postal Address: Attention: The Complaints Officer
04.02-EO10 SRT,
Floor 04, Sheikh Rashid Tower,
Dubai World Trade Centre,
Dubai, UAE

Alternatively, you can contact us via our “Support” webpage. Customers may approach the “support desk” of the company using links displayed on the company’s website. The desk shall tend to each complaint, including but not limited to, those raised concerning operations under a business continuity plan (BCP), if triggered by unavoidable extrinsic circumstances.

CoinMENA shall aim to acknowledge and/or answer the complaint within five (5) working days of receipt of the complaint. CoinMENA shall aim to respond to the complaint within four (4) weeks of receiving the complaint, explaining our position and how we propose to deal with the complaint. Complaints will be handled in line with the requirements and expectations of the Dubai Virtual Assets Regulatory Authority, including record keeping, response timelines, and escalation procedures, where applicable.

If you are not satisfied with the final written reply from CoinMENA, you can forward the complaint to the VARA within thirty (30) calendar days from the date of receiving the final written reply from CoinMENA.

In addition to the above, CoinMENA maintains a confidential whistleblowing channel for reporting concerns about misconduct, financial crime, or breaches of our policies. Reports may be submitted in good faith, including on an anonymous basis where permitted by law, and will be handled without retaliation.

11.3. Reporting Bribery, Corruption or Misconduct Concerns

CoinMENA FZE is committed to maintaining the highest standards of integrity, ethical conduct, and compliance with applicable anti-bribery and corruption laws and regulations.

Any person who becomes aware of, or suspects, actual or potential bribery, corruption, improper inducements, conflicts of interest, unethical conduct, fraud, or other misconduct involving CoinMENA, its Board members, management, employees, contractors, or any person acting on its behalf is encouraged to report such concerns promptly.

Reports may be submitted through the following channels:

Email: compliance@coinmena.com

Postal Address: 04.02-EO10 SRT, Floor 04, Sheikh Rashid Tower, Dubai World Trade Centre, Dubai, UAE

All reports will be reviewed and assessed appropriately. Where required, matters will be escalated to Compliance, Senior Management, the Board, and/or relevant regulatory authorities. CoinMENA treats reports in a confidential manner to the extent permitted by law and does not tolerate retaliation against any person who raises a genuine concern in good faith.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1. Confidential Information

Any information pertaining to your private affairs is considered “confidential information”. We may disclose any Confidential Information that is available in our records:

1. With your prior consent,
2. In compliance with the provisions of any law or international agreements to which the UAE is a signatory;
3. In the process of executing an order issued by a court in Dubai;
4. And/or for the purpose of implementing an instruction given by the VARA.

Further, in order to comply with our legal and regulatory obligations, to satisfy requirements from national and international regulators and other authorities, in particular in relation to money laundering, terrorism, and fraud prevention, to conduct system management, supervision, compliance, litigation, regulatory and internal investigations or other risk management related tasks, we may disclose to and share Client Data (defined in clause 12.2 below) with other affiliates of CoinMENA and their personnel, sub-contractors, agents, professional advisers and the other third parties described in clause 12.2 below. You acknowledge and agree that, for these purposes, the Client Data may be transferred to other jurisdictions.

12.2. Personal Data

You acknowledge that any personal data relating to you and/or any other associated individuals, in connection with this Agreement or CoinMENA Services, may be processed by us. Such processing is carried out in accordance with applicable data protection laws, including UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and any implementing regulations, as updated from time to time, as well as CoinMENA's Privacy Policy available on the Site. CoinMENA applies the principles of data minimisation and proportionality and will only process personal data necessary for regulatory, operational, or contractual purposes. CoinMENA implements appropriate technical and organisational measures, including encryption, access controls, and secure transfer protocols, to protect Client Data against unauthorised access, alteration, or disclosure.

Accordingly, you represent and warrant that:

1. Disclosure of personal data of individuals other than yourself provided to us must be accurate, up to date, relevant, and in accordance with the applicable data privacy laws.
2. Before providing any such personal data to us, you have read and understood our Privacy Policy which is also available at CoinMENA website. In the case of you providing personal data of an individual other than yourself, you have provided that individual with a copy of that Privacy Policy; and
3. If we amend our Privacy Policy, you will promptly read that notice and provide a copy to any other individual whose personal data has been provided.

You acknowledge and authorize us to collect, use, transfer and exchange any and all documents, data, and information (including sensitive personal information and 'Confidential Information', as defined in relevant data privacy laws of UAE in relation to your CoinMENA account and your relationship with us ("Client Data"), and permits us, our affiliates and any other third-party to store and process such Client Data by mail, phone or electronic means (including the use of our own or third-party networks).

CoinMENA's operations are supported by a network of computers, servers, and other information technology infrastructure, which includes infrastructure third-party service providers (including cloud service providers). CoinMENA may outsource certain operational, technological, custodial, compliance, or support functions to regulated or reputable third party service providers. Such outsourcing does not relieve CoinMENA of its regulatory obligations, and CoinMENA remains responsible for exercising due skill, care, and diligence in the selection, appointment, and ongoing oversight of those service providers in line with VARA requirements. You acknowledge and agree that, for the purposes described above, the Client Data may be transferred to other jurisdictions. Where Client Data is transferred outside the UAE, CoinMENA will take reasonable steps to ensure that appropriate contractual, technical, and organisational safeguards are in place, in line with applicable law and regulatory expectations.

You understand that the data protection laws outside the UAE may not give you as much protection as the data protection legislation inside the UAE. For purposes involving information warehousing within a single jurisdiction, such disclosure may involve the transfer of data in order to coordinate the Services.

You release us from our duty to maintain bank client confidentiality insofar as this is required to protect CoinMENA's justified interests, specifically if you (or a third party for you) takes legal action against us, to protect CoinMENA's claims and to collect claims against you held by us as well as in the event of allegations made by you (or by third parties for you) against CoinMENA whether in public or to authorities or self-regulatory bodies (whether in the UAE or not).

We reserve the right to monitor, log, or intercept any communications between you and us, as permitted by law, for internal training, regulatory or other purposes.

13. SECURITY

13.1. Password Security

In order to access CoinMENA Services, you will be required to create or will be given security details, including a username and password. You are responsible for keeping the electronic device through which you access CoinMENA Services safe and maintaining adequate security and control of any and all security details that you use to access CoinMENA Services. This includes taking all reasonable steps to avoid the loss, theft, or misuse of such electronic devices and ensuring that such an electronic device is both encrypted and password protected.

Any loss or compromise of your electronic device or your security details may result in unauthorized access to your CoinMENA Account by third parties and the loss or theft of any funds, Digital Assets, and/or funds held in your CoinMENA Account and any associated accounts, including your linked bank account(s) and credit card(s). You should keep your CoinMENA Account security details safe at all times.

You should never allow remote access or share your computer screen with someone else when you are logged on to your CoinMENA Account. CoinMENA will never under any circumstances ask you for your IDs, passwords, or two-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your CoinMENA account, unless specifically authorized in accordance with the Third Party Access Sections and Appointment of Regulated Third Parties Section. Always log into your CoinMENA Account through the Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

CoinMENA assumes no responsibility for your CoinMENA Account login details being compromised due to no fault of CoinMENA and/or failure to follow the requirements set out in this Section or acting on any notices sent to you.

13.2. Authentication and Verification

In order to access CoinMENA Services users are required to provide an email address and create a password. CoinMENA offers two-factor authentication via a user's mobile device (Short Message Service or a supported Time-based One Time Password application). You are strongly encouraged to enable two-factor authentication at all times. If you choose not to enable two-factor authentication, you acknowledge that this may increase the risk of unauthorized access to your

CoinMENA Account and that CoinMENA may take this into account when assessing any claim relating to a security incident. A verified mobile number is required to enable two-factor authentication via SMS. Users are responsible for keeping electronic devices through which CoinMENA Services are accessed safe and maintaining adequate security and control of any and all security details that are used to access CoinMENA Services, including password protection and steps to avoid the loss of said electronic devices. Any loss or compromise of personal electronic devices or security details may result in unauthorized access of a user's CoinMENA Account by third parties and the loss or theft of any funds, Digital Assets, and/or funds held in your CoinMENA Account, and the misuse of any associated accounts, including linked bank account(s) and credit/debit card(s).

13.3. Security Breach

If you suspect that your CoinMENA Account or any of your 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 CoinMENA (together with a "Security Breach"), you must notify CoinMENA as soon as possible by contacting our Support Team and ensuring that you continue providing us with up to date and accurate information throughout the duration of the Security Breach. You must take any steps that we may require to manage, reduce, or report any Security Breach. If you fail to provide CoinMENA with prompt notification of any Security Breach, we will take this into consideration when determining how to appropriately resolve the matter.

13.4. Safety and Security of Your Computer and Devices

CoinMENA is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing, or other attacks. We strongly advise you to use a reputable antivirus program and take extra caution when reviewing any SMS purporting to originate from CoinMENA.

14. GENERAL

14.1. Disclosure and Risks

1. Conflict of Interest Policy

- a.** There may be circumstances where a conflict of interest between CoinMENA and you may arise. CoinMENA has established procedures to identify such situations. Subject to clause 14.1 b (below), where a conflict of interest is identified, CoinMENA believes that the interests of its clients, including your interests, can be properly safeguarded through the implementation of and adherence to adequate and appropriate policies and procedures.
- b.** CoinMENA or its affiliates may act as principal, liquidity provider, counterparty, custodian, or service provider in connection with certain transactions. CoinMENA may earn spreads, fees,

or incentives from these activities. CoinMENA maintains a Conflicts of Interest policy designed to identify, manage, and disclose conflicts, and implements controls such as functional separation, restricted-access arrangements, and oversight reviews to ensure that client interests are protected.

- c. CoinMENA and other members of CoinMENA may have an interest, relationship, or arrangement ('Interest') in any Services offered by CoinMENA. Such an Interest may not be separately disclosed to you before or at the time you enter into any Service, a transaction, or any other arrangement relating to the Service upon the advice or recommendation of CoinMENA.

2. Risk Disclosures

Risk Disclosure Statement

Virtual Assets are high-risk, speculative assets whose value can fluctuate significantly and may fall to zero. Virtual Asset markets are volatile, unregulated in many jurisdictions, and may be subject to technical, cybersecurity, and legal risks.

Transactions may be irreversible, and losses due to fraud, error, or cyber-attack may not be recoverable. Market conditions may result in delays, slippage, or inability to execute orders.

You acknowledge that you have reviewed and understood the risks associated with Virtual Assets and that CoinMENA does not provide investment advice, suitability assessments, or financial recommendations.

By using the Services, you confirm that you have the financial ability to bear the loss of your entire investment.

By using the Services, you acknowledge that Virtual Assets and related activities involve a high degree of risk, including the risk of a complete and irreversible loss of value and the absence of any deposit guarantee or investor compensation scheme. You also acknowledge that Virtual Asset transfers may be irreversible and that sending assets to an incorrect, incompatible, or unowned wallet address may result in permanent and unrecoverable loss.

The following are material risks associated with the Services but are not limited to:

- a. Virtual assets are not legal tender and are not backed by any government, central bank, or other authority in the United Arab Emirates or elsewhere.
- b. The value, transferability, availability, and use of virtual assets may be adversely affected by changes in laws, regulations, regulatory guidance, enforcement actions, or government policies in any relevant jurisdiction.
- c. Transactions involving virtual assets are generally irreversible. Losses resulting from unauthorized, fraudulent, mistaken, or accidental transactions may not be recoverable.

- d. A virtual asset transaction may be deemed completed when recorded on the relevant distributed ledger or blockchain network, which may differ from the time at which the transaction was initiated.
- e. Virtual assets may be illiquid, and there may be insufficient market demand to buy, sell, or exchange a particular virtual asset at the desired price or time.
- f. Transactions involving virtual assets may be recorded on public distributed ledger networks. While wallet addresses may not directly identify an individual, transaction details may be publicly accessible and capable of analysis.
- g. The value of a virtual asset may depend entirely on market demand and participant confidence. A virtual asset may lose some or all of its value if market interest declines or ceases.
- h. Virtual asset prices are highly volatile and may fluctuate significantly over short periods. Clients may incur substantial losses, including the loss of their entire investment.
- i. Virtual assets and related services may be exposed to fraud, cyber-attacks, hacking, phishing, social engineering, malware, or other malicious activities that could result in loss, theft, or unauthorized access.
- j. Technological failures, network disruptions, software defects, smart contract vulnerabilities, blockchain forks, congestion, or other operational issues may affect the availability, transfer, custody, or value of virtual assets.
- k. CoinMENA may rely on regulated third-party service providers, including custodians, banking partners, payment service providers, liquidity providers, and technology providers. Failures, disruptions, insolvency, or service interruptions affecting such providers may impact the services available to clients.
- l. Delays may occur in the processing of deposits, withdrawals, transfers, settlements, or other transactions due to operational, technical, compliance, regulatory, or third-party service provider requirements.
- m. Virtual assets may be subject to forks, airdrops, protocol upgrades, network changes, or other events that may affect their functionality, availability, value, or treatment by CoinMENA.
- n. Clients are solely responsible for evaluating whether a virtual asset transaction is appropriate in light of their financial circumstances, investment objectives, risk tolerance, and personal situation.
- o. Client Virtual Assets and Fiat Assets held through CoinMENA are not protected by any deposit protection, investor compensation, or guarantee scheme and may not be recoverable in the event of losses arising from market movements or other risks associated with virtual assets.

14.2. Confirmations

Upon completion of any transaction, CoinMENA shall provide you a confirmation note containing the following information: (a) the type, value, date, and the precise time of the transaction; (b) the fee charged; (c) the exchange rate, if applicable; (d) the name and contact information of CoinMENA, including a telephone number established by CoinMENA to answer questions and register complaints. CoinMENA does not permit any third party transactions.

14.3. Your Compliance with Applicable Law

You must comply with all applicable laws, regulations, licensing requirements, third-party rights, and without limitation, data privacy laws in your use of CoinMENA Services.

14.4. Limited License

Subject to the terms of this Agreement, to access and use the Site and related content, materials, and information (collectively, the "Content"), we grant you a limited, non-transferable, and non-exclusive license solely for purposes approved and permitted by us. Any other use of the Site or Content is expressly prohibited and all other rights, title, and interest in the Site or Content is exclusively the property of CoinMENA and its licensors. You agree that the Content, in whole or in part, shall not be copied, modified, exploited, published, or transferred.

14.5. Export Controls & Sanctions

Your use of CoinMENA Services and the Site is subject to international export controls and economic sanctions requirements. By executing an E-Money Deposit Order, or by sending, receiving, buying, selling, or storing Digital Assets through the Site or CoinMENA Services, you agree that you will comply with those requirements.

You are not permitted to use any of the CoinMENA Services through the Site if:

1. You are a national or resident of Cuba, Iran, North Korea, Syria, or any other country subject to international sanctions (a "Sanctioned Country"); or
2. You intend to supply any acquired or stored Digital Assets or CoinMENA Services to a Sanctioned Country (or a national or resident of a Sanctioned Country). CoinMENA Services will not be provided to any of the OFAC (sanctioned) countries in accordance with the laws of the UAE. If you are making any such prohibited payments or wallet transactions, we may lower your transaction limits, and suspend or terminate your account.

14.6. Amendments

We will notify you of any change to the Agreement relating to CoinMENA Services by email in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us within one (1) month of the date of the issuance of the notification, otherwise, prior to the date the change takes effect and continues to use the CoinMENA Services. Your continued use of the Site following any change constitutes your acceptance of the change and you will be

legally bound by the updated Terms of Use. You are encouraged to visit this section frequently to be aware of the latest updates to this Agreement. Modifications will be effective.

If you do not accept the changes to the Agreement, you should let us know, and the Agreement will terminate immediately with effect at any time before the date changes take into effect.

We may make all other amendments to the Agreement (including in relation to any other CoinMENA Services) by posting the revised Agreement on the Site or by emailing it to you, indicating when the revised Agreement becomes effective. Where lawful, we will notify you that the revised Agreement shall be effective immediately, although we will endeavor to provide you with advance notice if possible. If you do not agree with any such amendments, you should close your CoinMENA Account and cease using CoinMENA Services.

Copies of the most up-to-date version of the Agreement will be made available on the Site at all times and will be provided to you by email at your request. Clause 12.2 may only be amended with your express written consent of you.

14.7. Relationship of the Parties

Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or CoinMENA to be treated as partners or joint ventures, or either you or CoinMENA to be treated as the agent of the other. This Agreement cannot be assigned by you without our prior written consent. No third party shall have any rights hereunder.

14.8. Privacy of Others

If you receive information about another user through CoinMENA Services, you must keep the information confidential and only use it in connection with CoinMENA Services. Unless you receive a user's express consent to share their data, you may not disclose or distribute that user's information to any third party or use that information, except where necessary to complete a transaction or other necessary functions. You may not send unsolicited communications to another user through CoinMENA Services.

14.9. Contact Information

You are responsible for keeping your email address and mobile number up to date in your CoinMENA Account profile in order to receive any notices or alerts (including suspected Security Breaches) that we may send you. For more details related to how we will communicate with you, please see Appendix 3.

14.10. Taxes

The responsibility to determine, report, and remit any taxes applicable to the appropriate tax authorities in relation to any transaction you conduct through CoinMENA Services is solely your responsibility. Your transaction history is available through your CoinMENA Account.

14.11. Unclaimed Property

If we hold funds or Digital Assets from you, and we are unable to contact you and have no record of your use of CoinMENA Services for several years, we may be required by law to report your funds or Digital Assets as unclaimed property in certain jurisdictions. We will endeavor to locate you at the address provided in our records, but if we are unable to do so, the Digital Assets may have to be delivered as unclaimed property to authorities in certain jurisdictions. As permitted by applicable law, CoinMENA reserves the right to deduct an administrative and performance fee.

14.12. Entire Agreement

This Agreement (including the documents incorporated by reference herein) comprises the entire understanding and agreement between you and CoinMENA as to the subject matter hereof, and it supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and CoinMENA.

14.13. Interpretation

The meaning or interpretation of any provision of this Agreement shall not be governed by any Section headings which are intended for convenience only.

14.14. Transfer and Assignment

This Agreement is personal to you and cannot be transferred or assigned (rights, licenses, obligations) to anyone else. We may transfer or assign our rights licenses, interests, and/or our obligations at any time, including as part of a merger, acquisition, or other corporate reorganization involving CoinMENA provided that this transfer or assignment does not materially impact the quality of CoinMENA Services you receive. This Agreement, subject to the foregoing, will be binding and inuring to the benefit of the parties, their successors, and permitted assigns.

14.15. Security Interests

Unless expressly agreed in writing by CoinMENA, you agree not to create security or otherwise encumber your funds or Digital Assets.

14.16. Enforcement of Our Rights

Our rights under this Agreement may not always be strictly enforced, which is a temporary measure and we may strictly enforce our rights again at any time.

14.17. Language

This Agreement and any information or notifications that you or we are to provide should be in English and Arabic. In the event of any inconsistency, the Arabic language version of this Agreement or other documents shall prevail.

14.18. Survival

All provisions of this Agreement extend beyond the expiration or termination of this Agreement including and without limitation, the Sections relating to CoinMENA Account termination, suspension or cancellation, debts owed to CoinMENA, the general use of the Site, disputes with CoinMENA, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

14.19. Governing Law and Jurisdiction

CoinMENA's services are governed by the regulations of the VARA and the laws of the UAE. You hereby agree that any purchase, dispute, or claim arising out of or in connection with any financial transaction performed through the platform/app or on this site shall be governed and construed in accordance with the laws of the UAE, and all credit or debit cards used to execute an E-Money Deposit Order must be clearly stated with Visa or Mastercard logos. You further acknowledge and agree that, in accordance with the laws of the UAE, CoinMENA will not provide any financial services to any of the Office of Foreign Assets Control ("OFAC") sanctioned countries in accordance with the laws of the UAE.

You hereby agree that any purchase, dispute, or claim arising out of or in connection with any financial transaction performed through the Platform shall be governed by the laws of the UAE.

This Agreement will be governed by the laws of the UAE and the exclusive jurisdiction of the courts of Dubai.

14.20. Record Retention

CoinMENA's services are governed by the regulations of the VARA and the laws of the UAE. You hereby agree that any purchase, dispute, or claim arising out of or in connection with any financial transaction performed for at least the minimum periods required by applicable laws and VARA's Rulebooks. In addition, CoinMENA shall ensure to maintain records of all historic versions of client related agreements including but not limited to the "Terms and Conditions" related to the services being availed by the client. Each new version must highlight the changes made from

the previous version.

The minimum tenure for record retention shall be 8 years, unless otherwise required by a relevant regulatory directive.

14.21. Business Continuity and Operational Resilience

CoinMENA maintains business continuity and disaster recovery arrangements designed to ensure continuity of critical services and the protection of Client Assets in the event of system failures, cyber incidents, service provider outages, or other force majeure events.

While CoinMENA takes reasonable steps to maintain uninterrupted access to the Site and Services, technical issues, scheduled maintenance, or events outside CoinMENA's control may result in temporary unavailability of some or all Services.

15. APPENDIXES

15.1. Appendix 1

PROHIBITED AND CONDITIONAL USE, PROHIBITED BUSINESSES, AND RESTRICTIONS AND RESPONSIBILITIES

- 1. Prohibited Use:** You may not use your CoinMENA Account to engage in the following categories of activity ("Prohibited Uses"). The below-mentioned and listed specific types of use are representative and non-exhaustive. If you are uncertain as to whether or not your use of CoinMENA Services involves a Prohibited Use or have questions about how these requirements apply to you, please get in touch with our support team through CoinMENA website. By opening an account with CoinMENA, you confirm that you will not use your CoinMENA account and/or any CoinMENA Services to do any of the following:
 - a. Unlawful Activity:** Activity that would result in the violation or assistance in violation of any law, regulation, and/or sanctions programs administered in the countries where CoinMENA operates, or which involves proceeds from unlawful activity; publish or disseminate any information which is unlawful.
 - b. Abusive Activity:** Actions that will impose a large and unreasonable load on our infrastructure, or interfere with, intercept, or expropriate any information, data, or system; upload or transmit any material to the CoinMENA site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the CoinMENA site, other CoinMENA accounts, computer systems or networks connected to the CoinMENA site, through password mining or any other means; use CoinMENA Account information of another party to access or use the CoinMENA site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's CoinMENA account and information; or transfer your account access or rights to your account to a third-party, unless by operation of law or with the express permission of CoinMENA.
 - c. Abuse Other Users:** Any interference in another individual's or entity's access to and/or use of any CoinMENA Services; abusing, defaming, harassing, threatening, or otherwise infringing or violating the legal rights (including but not limited to publicity, privacy, and intellectual property) of others; inciting or promoting hate, racial intolerance or violent acts against others; harvesting or collecting information from the CoinMENA Site about others, including without limitation email addresses, without proper consent.
 - d. Fraud:** Activity that operates to defraud CoinMENA, CoinMENA users, or any other person; provide any false, inaccurate, or misleading information to CoinMENA.

- e. **Gambling:** Odds making; lotteries; internet gaming, fantasy sports leagues with cash prizes; sweepstakes; games of chance.
 - f. **Intellectual Property Infringement:** Engage in transactions involving things that violate or infringe any copyright, trademark, right of privacy or publicity, or another proprietary right underneath 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 CoinMENA intellectual property, name, or logo, including use of CoinMENA trade or service marks, without express consent from CoinMENA or in a manner that otherwise harms CoinMENA or the CoinMENA brand; any action that implies an untrue endorsement by or affiliation with CoinMENA.
- 2. Prohibited Businesses:** In addition to the above-mentioned Prohibited Uses, the following categories of businesses, business practices, and sale items are barred from CoinMENA Services ("Prohibited Businesses"). Card network rules or requirements of our banking providers or processors impose most Prohibited Business categories. The below-mentioned and listed specific types of use are representative and non-exhaustive. If you are uncertain as to whether or not your use of CoinMENA Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at the support desk through CoinMENA website. By opening a CoinMENA account, you confirm that you will not use CoinMENA Services in connection with any of the following businesses, activities, practices, or items:
- a. **Investment and Credit Services:** Securities brokers; mortgage or debt reduction services; credit services; real estate; investment schemes;
 - b. **Restricted Financial Services:** Bail bonds; collections agencies; check to cash;
 - c. **Intellectual Property or Proprietary Rights Infringement:** Access, sale, or distribution of counterfeit software, movies, music, or any other licensed materials without the rights holder providing appropriate authorization;
 - d. **Counterfeit or Unauthorised Goods:** Unauthorised sale or resale of branded products or services; sale of stolen or illegally imported or exported goods or services;
 - e. **Regulated Products and Services:** Sale of alcohol or tobacco; online prescription or pharmaceutical services; age-restricted goods or services; weapons, explosives, and munitions; fireworks and associated goods; toxic, flammable, and radioactive materials;
 - f. **Drugs and Drug Paraphernalia:** Sale of any narcotics or controlled substances, and any equipment designed for making or using narcotics or controlled substances;

- g. Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that are not approved or verified by the applicable national and/or local regulatory bodies;
- h. Substances designed to mimic illegal drugs:** Sale of any legal substance that has the same effect as an illegal drug;
- i. Adult Content and Services:** Pornography and other related materials; sites offering sexually-related services such as prostitution;
- j. Multi-level Marketing:** Network and referral marketing programs, pyramid schemes;
- k. Unfair or deceptive practices:** Investment opportunities promising high returns; Services sold without any added benefit to the buyer; resale of government offerings without any authorization or added value; sites that are deceptive or unfair to customers as determined solely by us;
- l. High-risk businesses:** Businesses that we deem pose a high financial risk, legal liability, or violate any policy related to the bank or card network.

3. Restrictions and Responsibilities

Using CoinMENA Services to make the following types of transactions is prohibited; CoinMENA reserves the right to monitor for payments or wallet transactions that relate to:

- a.** Any restricted persons, sanctioned or restricted countries.
- b.** Weapons, explosives, and munitions;
- c.** Constitute money laundering or terrorist financing;
- d.** Network and referral marketing programs and pyramid schemes;
- e.** Any goods or services that are counterfeit and violate any copyright, trademark, or proprietary rights laws under any jurisdiction;
- f.** Debt settlement, refinance, or credit repair services;
- g.** Court-ordered settlements and payments (including tax settlements and payments);
- h.** Any unlicensed sale or cashier's checks, money orders, or money transmission activity;
- i.** Lottery contracts, layaway systems, or annuities;
- j.** Counterfeit goods;
- k.** Darknet Markets;
- l.** Digital asset tumbling (or 'mixer') services or sites;
- m.** Decentralized Digital Asset exchanges such as LocalBitcoins; or
- n.** Any other matters that we communicate to you that are unacceptable.

Digital Assets that are stored or transferred to/from individuals or exchanges based in Cuba, Iran, North Korea, Syria, or any other country that is subject to international sanctions are also prohibited.

In the event that CoinMENA learns that you are making any such prohibited payments or wallet transactions, CoinMENA may lower your weekly transaction limits, and suspend or terminate your account.

15.2. Appendix 2

VERIFICATION PROCEDURES AND LIMITS

CoinMENA uses multi-level systems and procedures to collect and verify information about you in order to protect CoinMENA and the community from fraudulent users and to keep appropriate records of CoinMENA's customers. Your access to one or more CoinMENA Services, and limits including daily or weekly conversion limits, CoinMENA deposit, withdrawal, and trading limits, instant buy limits, Digital Asset wallet transfer limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity you provide to CoinMENA.

CoinMENA may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any CoinMENA Services and/or before permitting you to transact beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's 'Portfolio' page on the platform.

You may submit an advanced request for higher limits. CoinMENA will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and CoinMENA does not guarantee that we will raise your limits.

15.3. Appendix 3

ELECTRONIC DELIVERY OF COMMUNICATIONS

- 1. Electronic Delivery of Communications:** In connection with your CoinMENA account and your use of CoinMENA Services, you agree and consent to receive all communications, documents, agreements, notices, and disclosures electronically (collectively, "Communications"). Communications include:
 - a.** Terms of use and policies that you agreed to (including but not limited to CoinMENA Agreement and Privacy Policy), and updates to these agreements or policies;

- b. Account or transaction information including account details, transaction receipts, confirmations, history, and any other related information;
- c. Regulatory, legal, tax disclosures, or other statements that we may be required to provide to you; and
- d. Responses to claims or customer support inquiries filed in connection with your CoinMENA Account.

We will provide these communications to you by posting them on the CoinMENA Site, emailing them to you at the primary email address listed in your CoinMENA profile, communicating to you via instant chat, and/or through alternative electronic communication such as mobile push notification or text message.

2. **How to Withdraw Your Consent:** You may withdraw your consent to receive Communications electronically by contacting us through the CoinMENA website. If you fail to provide or if you withdraw your consent to receive communications electronically, CoinMENA reserves the right to immediately close your CoinMENA account or charge you additional fees for paper copies.
3. **Updating your Information:** You are responsible for providing us with your email address and contact information and ensuring that they are accurate and up to date. You understand and agree that if CoinMENA sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out-of-date, blocked by your service provider, or you are otherwise unable to receive electronic communications, CoinMENA will be deemed to have provided the communication to you.

You may update your information by contacting our Support team.

15.4. Appendix 4

Referral Program

- The Company shall from time to time launch a referral program campaign that shall reward applicants and customers upon satisfactory completion of the stipulated condition. These rewards shall be in form of a credit of crypto asset or fiat money in value equivalent to the amount defined in a relevant referral program.
- The rewards earned shall remain valid and available for a period of time at the discretion of the company upon which they may be forfeited from a client's account on the expiry of the said period.
- Clients whose accounts have been restricted due to the unavailability of suitable due diligence documents shall have no claim on the rewards earned during a referral program.

- The Company reserves its right to launch, amend, and limit the period of a referral program and the value of the rewards granted thereof and by participating in the referral program, each participating client irrevocably consents to these terms and conditions.

Termination

The Company may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Referral Program and/or any Reward at any time, including the availability of any Reward. The Company may, in its sole and absolute discretion, terminate or suspend any Member's participation in the Program for breach of these Rewards Terms and Conditions, or for taking any actions that are inconsistent with the intent of these Terms and Conditions.

The Company reserves the right at its sole discretion to prohibit any Member from participating in any aspect of the Program if The Company deems or suspects that such Member has engaged in or has attempted to engage in any of the following:

- acting in violation of these Rewards Terms and Conditions; or
- damaging, tampering with, or corrupting the operation of the Program or Site; or
- acting with intent to annoy, harass or abuse any other client or employee of the company; or
- any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or
- activity deemed in the sole discretion of The Company to be generally inconsistent with the intended operation of the Program.

Any decision The Company makes relating to termination or suspension of any Client's participation in the Program shall be final and binding in all respects. The Company shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Rewards Terms and Conditions or intent of these Rewards Terms and Conditions.

Release

Except for willful misconduct or gross negligence on the part of the Company, by participating in the Referral Program, Clients release the Company, its parent company, subsidiaries, affiliates, suppliers, advertising and promotions agencies, and their respective directors, officers, employees, and agents (collectively, "Released Parties") from any and all liability for any loss, harm, damages, cost or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Referral Program and/or the use of any Rewards.

Indemnification

The Client agrees to indemnify, defend and hold the Company and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the Company of any of these Rewards Terms and Conditions or any violation by Member of applicable law.