

USER AGREEMENT

The parties to this User Agreement (hereinafter referred to as the "Agreement") are **INVEST CUSTODIAN FZCO (location 4B G27. P.O. Box. 212543, License No. 3848)**, which owns the software and hardware complex of the Website - <https://investcustodian.ae/> and provides services to the User in accordance with the terms of this Agreement, hereinafter referred to as "**Website Administration**", "**Administration**" or "**Company**" and an individual who has entered into the present Agreement and has the appropriate authority, who has reached the age of 18 years and who is recognized as a participant in civil legal relations, hereinafter referred to as the "User".

1. Status of the User Agreement:

1.1. This User Agreement is a legally binding agreement between the User and the Website Administration, the subject of which is the User's access to the content, services, functions on a paid and/or free basis.

1.2. The User is obliged to study fully these Rules before registering on the Website. The User's registration on the Website means full and unconditional acceptance of this Agreement by the User.

1.3. A User who wishes to enter into the Agreement shall make an acceptance in electronic form according to Section 2 of this Agreement. The Agreement is concluded by joining the User to the general established conditions.

1.4. The access to the virtual personal self-service tool of the User posted on the Website (hereinafter referred to as the "Personal Account", "Account") and the use of its functionality is permitted only after the User's registration and Authorization on the Website in accordance with the established procedure.

1.5. The User's login (e-mail address) and password are necessary and sufficient information for the User's Authorization and User's access to the Personal Account. The user does not have the right to transfer his/her login and password to third parties, has full responsibility for their safety, and chooses the way of their storage by himself/herself.

1.6. Technical, organizational and commercial terms of the use of the Personal Account, including its functionality, are presented to the User via information posts on the Website or notifications in the Personal Account.

1.7. The User agrees that the Company independently chooses the design, structure, technical and informational content of the Website and the Account within the framework that does not violate the terms of the Agreement.

1.8. This Agreement is in English and may be translated into other languages for the convenience of Users. If the translated (not English) version of this Agreement conflicts in any way with its English version, the provisions of the English version shall prevail.

1.9. This User Agreement is an open and public document. The current version of this User Agreement can be found on the Website. It is available to the public.

2. Procedure for Concluding the Agreement (User's Acceptance)

2.1. Acceptance means that the User agrees with all provisions of the Agreement and assumes an unconditional obligation to follow them.

2.3. The User and the Administration of the Website recognize the consecutive execution of all the following actions by the User during the term of the current edition of the Agreement on the Website as the User's acceptance:

2.3.1. the User's familiarization with the terms of this Agreement in full and confirmation of consent by putting a mark in a special box when registering on the Website. The parties recognize this action as an analogue of the User's handwritten signature, equal in legal force;

2.3.2. filling in registration forms. The Questionnaire for registration of the Personal Account and the Questionnaire for verification of the User's identity (verification) shall become an integral part of this Agreement from the moment of receipt of the acceptance. The User is obliged to indicate the following data in the form of a questionnaire for registration of the Personal Account: - User's name in accordance with the passport of the citizen, being the main document certifying the identity of the User as a citizen of the state; - e-mail address (e-mail). - telephone number, i.e. a subscriber number in the cellular telephone (mobile) network. - password, i.e. a combination of Latin letters and/or numbers invented by the User; - password check, i.e. verification of the invented password by inserting the same combination; The User is obliged to indicate the following data in the form of a questionnaire for verification: - surname and patronymic in accordance with the passport of the citizen, being the main document certifying the identity of the User as a citizen of the state; - sex; - country and city of the main registration at the place of residence/stay; - address of the blockchain e-wallet to store intangible electronic assets; - series, number, date of issue of the passport, department code or details of another identity document of the User; - address of the main registration at the place of residence/stay. The Administration is entitled, in particular, to request from the User a copy of the identity document or other document containing the User's name, surname, photo, as well as other additional data that, at the discretion of the Administration, will be necessary and sufficient to identify such a User and allows to prevent abuse and violation of the rights of third parties. If the User provides incorrect information or the Website Administration has some reason to believe that the information provided by the User is incomplete or unreliable, the Website Administration is entitled, at its discretion, to block or delete the User's account and bar the User from using the services (or separate functions)

2.3.3. Clicking the "Register" button after filling in for registration of the Personal Account.

2.4. Accepting the Agreement according to clause 2.3, the User thereby:

2.4.1. confirms and guarantees that the information specified in the Questionnaire is complete, true and valid, and it is the personal data of the User who directly filled in the form and sent this Questionnaire to the Company;

2.4.2. confirms and guarantees that the User is a fully capable individual being of sound mind and body, fully assesses the risks and independently chooses to use the Account and the Website, while the User is not limited in legal capacity by the legislation of the state of which he/she is a citizen;

2.4.3. confirms and warrants that the User has indeed studied the Agreement and all the annexes thereto in full, and unconditionally agrees with their terms;

2.4.4. recognizes the extract/extracts from the electronic logs and files of the server part of the Website signed by the authorized person of the Company, as suitable and sufficient for presenting in the resolution of conflict situations and/or disputes in pre-trial order and/or in court, arbitration court, state bodies, other organizations, as proof of the fact, date and time of sending/not sending the Questionnaire by the User to the Company, the fact, date and time of receipt/non-receipt of this Questionnaire by the Company, as proof of indicating/not indicating the relevant information in the Questionnaire and its contents, as proof of the fact that the User signed by his/her own using the analogue of the handwritten signature, the User's requests for any operations in the Account, as well as proof of the content of these requests and confirmations;

3. Personal Account

3.1. After the conclusion of the Agreement, the User receives the non-transferable right of access to the Personal Account with the help of a login (e-mail address) and password. At the same time, the User is solely responsible for any loss, careless storage of data for access to the Account, as well as for all operations to be performed in the User's Personal Account (via special services of the Account). The User has no right to give his/her login and password (to provide access to the Account) to another User or a third party, and also he /she has no right to receive it from another User unless otherwise is set in the written consent of the Company. The Company does not have any responsibility for transactions between the User and third parties in which the Company is mentioned or for the fulfillment of obligations under which the Personal Account is used, unless otherwise is set in the written consent of the Company certified by authorized persons of the Company.

3.2. The User agrees that he/she is obliged to notify the Company immediately by sending an e-mail to the Company's official e-mail about any unauthorized (not authorized by the User) access to the Account and/or any other violation. The User also agrees to complete the work under his/her login and password (the "Exit" button) at the end of each session of work in the Account on his/her own. The Administration is not responsible for any possible loss or damage to data that may occur due to the violation of the provisions of this clause of the Agreement by the User.

4. Amendment of the Agreement

4.1. The Agreement can be amended by the Company unilaterally by publishing a new version of the Agreement in the Account.

4.2. The new version of the Agreement shall enter into force upon the expiration of ten working days from the date of its publication in the Account.

4.3. The User agrees to enter the Personal Account regularly (at least once a week) in order to ensure that this person is familiar with the possible revocation, amendment, addition of this Agreement, as well as other agreements and contracts with the User, and is solely responsible for all risks in full, connected with non-fulfillment or improper fulfillment of his/her duties, stipulated by this clause of the Agreement.

4.4. If the User does not agree with the new version of the Agreement, the User is entitled to terminate the Agreement in accordance with clause 5.1. of the Agreement.

5. Termination of the Agreement

5.1. Unless otherwise is stipulated in the Agreement, any party is entitled to unilaterally refuse to execute the Agreement, notifying the other party about it not later than 10 (ten) working days before. The notification is considered delivered if it is received by the addressee, and also in the following cases, if: a) the addressee refuses to receive the notification and this refusal is fixed; b) despite the postal notification, the addressee did not appear for receiving the notification, and the communication authority informed the sender about it; c) the notification was sent to the recent location (place of residence) of the recipient that the party is aware of, but was not given due to the absence of the addressee at the specified address, and the communication body informed the sender about it;

5.2. If there aren't any transactions in the Account for one (1) year, provided that there is zero balance in the personal account of the User and/or there are no other recorded obligations, the Company is entitled to unilaterally refuse to execute the Agreement, the Agreement ceases to be in effect from the date of notification of the User about the Company's refusal to execute the Agreement.

5.3. After the termination of the Agreement, the User's access to the Account shall be disabled.

6. Right to Use the Website and Acceptable Use of the Account

6.1. The Website Administration grants the registered and Authorized User the right of free functional use of the Account and the Website under the terms of a simple (non-exclusive) non-transferable license within the functionality of the Account.

6.2. The User is obliged not to violate the Company's exclusive rights, and also to report any of similar violations that the User has become aware of. This Agreement does not contain any clauses that give the User the right to use the Company name, trademarks, domain names, and other distinguishing marks of the Company.

6.3. The Administration is entitled to add other technical restrictions on the use of the Account and (or) the Website, which shall be presented to the User in advance in the form and in the manner chosen by the Website Administration.

6.4. The Website Administration is entitled to perform preventive maintenance in the hardware and software complex with the temporary suspension of the Website, notifying the Users about it one day before the commencement of work and indicating the deadlines for its completion, and without prior notice to the Users in case of force majeure, as well as accidents or failures.

6.5. The User chooses the conditions and the procedure for using the Account individually, which, however, under no circumstances may contradict this Agreement.

6.6. The use of the Website and the Account for specific purposes must not violate the property and/or personal non-property rights of third parties, as well as prohibitions and restrictions established by applicable law, including but not limited: copyright and allied rights, trademark rights, service marks and appellations of origin of goods, design right, and the right of publicity.

7. Use of Accounts in the Personal Account

7.1. The User is the user of an internal account, that he/she can manage via his/her Personal Account.

7.2 The User is fully responsible for the state of his/her accounts.

7.3. The Company is not liable for deliberate and unintended use of accounts by the User in illegal transactions.

8. Conducting Operations in the Personal Account

8.1. All services provided in the Account are functional communication mechanisms between the Parties created for the prompt creation and sending of electronic documents under the Agreement.

8.2 After entering the Account, the User has full responsibility for all operations that he/she conducts via the Account.

8.3. All operations in the Account are irrevocable, i.e. from the moment of fulfillment of the operation the User has no right to demand to cancel it.

8.4. The User must carefully monitor the accuracy and the number of actions performed when conducting transactions in the Account.

8.5. The Company reserves the right to block accounts of the User and/or the Personal Account for a reasonable period, if some suspicion connected with illegal actions or complaints of third parties arise, until the circumstances are clarified.

8.6. The User agrees not to use the Website and/or the Account for illegal purposes and not to conduct transactions that may harm the Company and violate the law of the country of which the User is a citizen.

8.7. The Company reserves the right to record and systematize all operations conducted by the User in the Account.

9. Notifications

9.1. The Administration is entitled to send information electronic messages (hereinafter referred to as "Notifications") to the e-mail address of the User specified during the registration or to post them directly in the Account.

9.2. The Administration is entitled to use notifications to inform the User about the possibilities of the Account and/or the Website and/or about changes in information resources and services posted on them, about news of the Company and amendments to the Agreement.

10. Personal Information

10.1. The Administration is entitled to perform automated processing of the provided personal data in accordance with the corporate Regulations on the Privacy Policy.

10.2. The User has the right to change his/her personal data respecting the relevance and reliability of the data provided.

10.3. The User has the right to minimize the provision of his/her personal (private) data (apart from those that are required to be provided). At the same time, he/she agrees that minimization of the provided personal (private) data may lead to the inaccessibility of some services (functions) of the Website.