

# **Save in Gold**

## **TERMS AND CONDITIONS**

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## 1. Introduction

- 1.1. These Terms and Conditions ("Terms and Conditions") are entered by and between **Save In Gold-FZCO** (hereinafter called the "Company") and the Client (which could be a legal entity or a natural person or persons) who has completed the Application Form ("Client" or "you").
- 1.2. The Company is incorporated United Arab Emirates at The New Gold Souk Building Center, Al Raffa, Ground Floor, Dubai and include within its scope:
  - 1.2.1. Website or
  - 1.2.2. App.
- 1.3. These Terms and Conditions sets out the terms upon which the Company will deal with the Client and shall govern Clients trading activity. In addition, it sets out the matters, which the Company is required to disclose to the Client under the Applicable Regulations.
- 1.4. The dealing between Client and Company consists of several documents and also certain key product information that can be accessed through Company's Website or Company's Platform, which are all collectively referred to as "Agreement". These include:
  - 1.4.1. These Terms (including the Schedules);
  - 1.4.2. Any application that client submits to open an Account;
  - 1.4.3. Risk Warning Notice which summarizes the key risks involved;
  - 1.4.4. Clients Complete Application Form
  - 1.4.5. Company's Execution Policy
  - 1.4.6. Any relevant Software License

Any additional documents and information

### AGREEMENT TO OUR LEGAL TERMS

We are Save In Gold-FZCO ("Company," "we," "us," "our"), a company registered in the United Arab Emirates at The New Gold Souk Building Center, Al Raffa, Ground Floor, Dubai. FZCO License number 28348

We operate the website <http://www.saveingold.ae> (the "Site"), the mobile application Save in Gold (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Save In Gold-FZCO, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

'We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by [info@saveingold.ae](mailto:info@saveingold.ae), as

stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

## **1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

We provide Ecommerce, Portal and Non-Manufactured precious Metal Trading.

Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **3. Commencement and Account Activation**

3.1. The Client hereby agrees to create an account before the Company can process the client's trades. The Client can fill out application form. The form is available online or in print. The Client hereby agrees to complete all required fields and provide accurate information. Any errors or omissions may result in the client's application being denied or delayed in company's sole discretion.

3.2. The Agreement will take effect when the Company sends a notice to the Client confirming to him that his Account has been opened and upon the first funding of the Client's Account.

3.2.1 The client can login to his account through our mobile application and place trades based on the current international market price.

3.2.2

3.3. The Company hereby reserves the right to close or suspend the Client's account at any time, by giving a five (5) working days' notice in writing.

3.3.1. In the event of closing or suspension of Client's Account all open positions of the Client will be closed at Company's current quoted price, and no new trades will be accepted.

3.3.2. Any positions that the client may have in markets that are not quoted (i.e., that have closed for the day) will be closed at the first price that is reasonably available to Company on the next business day. If the market is suspended for any reason, the positions will be closed under the terms contained herein.

3.4. The Client hereby agrees and acknowledges that by Submitting the application form, the clients is giving the company a permission to conduct background checks on Client to ensure that the information provided is accurate. These checks may include, but are not limited to, checking Clients voter registration information and credit history.

3.5. It is the Clients sole responsibility to inform the Company whether information about Clients account transactions should be reported to Clients employer, including its compliance officer, and whether contract notes and statements of account should be sent to that compliance officer or to any other person authorized by Clients employer to receive such information.

3.6. The Company is not to be required to accept the Client as its customer until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks have been satisfied.

## **2. Prices and Payment**

1. The prices of the Goods displayed on the Website and the App in the relevant sections shall be deemed as invitations to treat. The 'live' pricing is provided by a third party feed and the Company does not accept any responsibility for unavailability or accuracy of the prices. Should there be an error, that includes but is not limited to obvious misquote, We will inform You as soon as possible and give You the option to either cancel the Order or amend it to reflect the correct prices. Please note that the Precious Metals market involves special risks which may affect the value of an Order placed, by virtue of fluctuations in financial markets. Please note that such changes are outside of the control of iGold.ae and the Website Owner and, in extreme situations and without prior warning, may affect the provision of this Service. In such cases, We shall have the right to cancel your Order.
2. The Payment may be made by Bank Transfer to Our bank account but must be made within four working hours of placement of the order. All Bank Transfer payments must include the Order ID generated by Our system at Checkout to enable Our system to match received payments with orders. Our Bank Details are supplied during the checkout process and also in the Order Confirmation email that Our system will send to You. You may be requested to forward a scanned copy of Your bank transfer payment record to Us to confirm your bank transfer. We reserve the right, at our absolute discretion, to cancel an order for which we have not received cleared payment by the specified payment deadline.

## **2. INTELLECTUAL PROPERTY RIGHTS**

We assert our exclusive ownership or licensing rights over all intellectual property associated with our Services, encompassing source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively referred to as "Content"). The trademarks, service marks, and logos contained within the Services (referred to as "Marks") are also part of our intellectual property.

Protection under Laws and Treaties: Our Content and Marks enjoy protection under copyright, trademark laws, and various other intellectual property rights and unfair competition laws in the United States and globally.

Limited License for Personal Use: The Content and Marks within the Services are provided on an "AS IS" basis for your personal, non-commercial use. Subject to your compliance with these Legal Terms, specifically the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, and revocable license to access the Services and download or print a copy of relevant Content solely for personal, non-commercial use.

**Restrictions on Use:** Except as explicitly permitted in this section or elsewhere in our Legal Terms, you may not copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, license, or exploit any part of the Services, Content, or Marks for any commercial purpose without our explicit prior written permission.

**Permission Requests:** If you seek to use the Services, Content, or Marks in a manner not outlined in this section or elsewhere in our Legal Terms, please send your request to: [info@saveingold.ae](mailto:info@saveingold.ae). Any granted permission to post, reproduce, or publicly display any part of our Services or Content must include proper identification of us as the owners or licensors, and any copyright or proprietary notice must be visible.

**Reservation of Rights:** We retain all rights not expressly granted to you in relation to the Services, Content, and Marks. Any violation of these Intellectual Property Rights constitutes a material breach of our Legal Terms, resulting in the immediate termination of your right to use our Services.

### **Your submissions**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions").

### **You are responsible for what you post or upload:**

By submitting content ("Submissions") through any part of the Services, you affirmatively agree to the following terms:

#### **Compliance with Prohibited Activities:**

- You acknowledge having read and agreed to our "PROHIBITED ACTIVITIES," committing not to post, send, publish, upload, or transmit any Submission through the Services that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

#### **Warranties and Representations:**

- You warrant that your Submissions are original to you or that you possess the necessary rights and licenses to submit such content. Furthermore, you affirm that you have full authority to grant us the rights specified in relation to your Submissions.

#### **Confidentiality Disclaimer:**

- You warrant and represent that your Submissions do not constitute confidential information.

#### **Responsibility for Submissions:**

- You bear sole responsibility for your Submissions and expressly agree to indemnify us for any and all losses incurred due to your breach of:

- This section.
- Any third party's intellectual property rights.
- Applicable law.

In the event of a breach of these terms, you acknowledge and agree to reimburse us for any losses suffered, including but not limited to legal costs, damages, and other associated expenses. This clause is an integral part of our agreement, and your continued use of the Services implies your ongoing acceptance of these terms

### **3. USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **4. USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **5. PRODUCTS**

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

### **6. PURCHASES AND PAYMENT**

We accept the following forms of payment:

- Visa
- Mastercard

## -Bank Transfer

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in United Arab Emirates dirham.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## 7. Trades Execution

Our goal is to always maintain Best Execution, Best Execution comprises a set of procedures that are designed to obtain best possible execution result. The below factors are called Best Execution Factors:

1. **Price** – this is the price a Financial Instrument is executed at.
2. **Costs** – this includes implicit costs such as the possible market impact; explicit external costs e.g. Spread or Commissions.
3. **Speed** – this is the time it takes to execute your transaction including settlement.
4. **Likelihood of execution and settlement** – the likelihood that Save in Gold will be able to complete your transaction.
5. **Size** – this is the size of the transaction executed for a client, accounting for how this affects the price of execution.
6. **Nature** of the transaction or any other consideration relevant to the execution of the transaction – this is how the particular characteristics of a client transaction can affect how Best Execution is received.

Market price will be the overriding factor in attaining best execution. With other factors, such as costs remaining equal, our execution arrangements will drive Save in Gold to find the most advantageous (best) price available. This will be the case for the majority of orders for clients where the size of the order does not limit Save in Gold's choice of venue.

We consider the costs payable by you to execute an order of high importance in obtaining the best possible results for you because such costs are a component of the total consideration payable by you. Accordingly, costs such as execution fees, fees for the submission of orders and fees related to market data access will be considered. The price and costs together are also known as Total Consideration.



Speed of execution is important in fast moving markets such as Gold. Also, while the internet is generally reliable, technical problems or other conditions may from time-to-time delay or prevent the client from accessing the trading platform and executing trades. Liquidity can affect order execution. When customers place a high volume of orders, order imbalances and backlogs can occur, requiring more time to execute orders. Execution delays can be caused by the number and size of orders and ultimately this will affect the processing speed at which current quotations or last-sale information is provided based on system capacity constraints.

To deliver a better overall result for the client and achieve Best Execution, we will consider the likelihood of execution and settlement as taking precedence over total consideration. This will become the most important factor.

1.1 When you place a market Order, the trading platform will obtain the best market price which is available at the time of execution. You acknowledge that there may be latency between the time you place an Order and the time that Order is executed. Therefore, it is likely that the market price at the time the Order is placed may be different from the market price at the time of execution. On our trading platforms, market Orders shall be executed at the market price which is available at the time of execution.

1.2 Limit orders shall be executed subject to liquidity, and partial fills on limit orders may occur. Prices appearing on charts are for indication purposes only and a price may be shown on the charts without the sufficient liquidity at that price level to fulfil an entire client order.

## **8. RETURN POLICY**

Please review our Return Policy posted on the Legal Section prior to making any purchases.

## **9. PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

-Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission

from us.

-defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

- Use any information obtained from the Services in order to harass, abuse, or harm another person.

- Make improper use of our support services or submit false reports of abuse or misconduct.

- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. • Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

## **10. GUIDELINES FOR REVIEWS**

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

## **11. MOBILE APPLICATION LICENSE**

### **Use License**

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

### **Apple and Android Devices**

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application

license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App: (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App: (4) you represent and warrant that (1) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting country and (2) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (8) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

## **12. SOCIAL MEDIA**

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either:

- (1) providing your Third-Party Account login information through the Services; or
- (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

## **13. THIRD-PARTY WEBSITES AND CONTENT**

The Services may feature links to other websites ("Third-Party Websites") or provide access to articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items originating from third parties ("Third-Party Content"). We want to emphasize that we do not investigate, monitor, or verify the accuracy, appropriateness, or completeness of these Third-Party Websites and Third-Party Content. Consequently, we cannot be held responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services. This includes considerations related to content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies found within the Third-Party Websites or the Third-Party Content.

The inclusion of, linking to, or permission for the use or installation of any Third-Party Websites or Third-Party Content does not imply our approval or endorsement. If you choose to leave the Services and access Third-Party Websites or use/install Third-Party Content, you do so at your own risk, and these Legal Terms no longer apply. It is advisable to review the respective terms and policies, including privacy and data gathering practices, of any website you visit from the Services or any applications you use or install from the Services.

Any purchases made through Third-Party Websites are transactions between you and the third party, and we bear no responsibility for such purchases. You acknowledge that we do not endorse the products or services offered on Third-Party Websites, and you absolve us from any harm resulting from your acquisition of such products or services. Furthermore, you hold us harmless from any losses or harm incurred by you in connection with or arising from any Third-Party Content or any interaction with Third-Party Websites.

#### **14. ADVERTISERS**

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

#### **15. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

#### **16. PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy. <https://saveingold.ae/privacy-policy/>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United Arab Emirates. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Arab Emirates, then through your continued use of the Services, you are transferring your data to the United Arab Emirates, and you expressly consent to have your data transferred to and processed in the United Arab Emirates.

#### **17. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party,

even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **18. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **19. GOVERNING LAW**

These Legal Terms shall be governed by and defined following the laws of the United Arab Emirates. Save In Gold-FZCO and yourself irrevocably consent that the courts of the United Arab Emirates shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

## **20. DISPUTE RESOLUTION**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

These Terms and Conditions are governed by and construed in accordance with the laws of United Arab Emirates without giving effect, if applicable, to the principles of conflict of laws thereof or thereunder. In the event of any dispute, controversy or difference between the Parties arising out of or relating to this Agreement, it shall be referred to arbitration by a sole arbitrator appointed mutually by the Parties. The arbitration shall be conducted in accordance with the provisions of the and will be administered by the Dubai International Arbitration Centre in accordance with the Arbitration Rules of the Dubai International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration proceedings shall be in the English language and shall be held in Dubai. The arbitration award of the arbitrator(s) shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator(s) shall state reasons for

their findings in writing. The Parties agree to be bound thereby and to act accordingly. The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator(s)

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party, (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **21. CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **22. DISCLAIMER AND CLIENT ACKNOWLEDGEMENT**

It is not the practice of the company to make market recommendations, however, if any recommendations are made, it is understood and agreed the market recommendations of the company are based solely on the judgment of company personnel and are not to be considered advice to the Client. These market recommendations may or may not be consistent with the market position or intentions of company, its affiliates and employees. Any such market recommendations are based upon information believed to be reliable, but the company cannot and does not guarantee the accuracy, timeliness or completeness thereof nor does company represent that acting on such recommendations will eliminate the risk inherent in the trading of a Commodity.

11.2 The Client acknowledges that:

(a) any market recommendations and information provided to the Client by the company does not constitute an offer to trade, or the solicitation of an offer to Trade.

(b) such recommendation and information, although based upon information obtained from sources believed by company to be reliable, may be based solely on opinion and such information may be incomplete and may be unverified: and

(c) Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

11.3 The Client acknowledges that Company and/or its employees, managers, officers, directors, affiliates, associates, shareholders or representatives ("Associated Persons") may have a position in or

may intend to buy or sell a Commodity, which is the subject of market recommendations furnished to the Client, and that the market position of company or any such Associated Person may be inconsistent with the recommendation furnished to the Client by company.

11.4 The Client further acknowledges that company makes no representations concerning any Tax implications in relation to any Trades conducted by the Client.

11.5 The Client also acknowledges that should the Client grant trading authority or control over the Client's Account to another person (i.e. Trading Agent), and provides notice to company in accordance with these Terms and Conditions, whether on a discretionary or nondiscretionary basis, company shall in no way be responsible for reviewing the Client's choice of such Trading Agent or make any recommendations with respect thereto.

11.6 The Client understands that company makes no warranties or representations concerning the Trading Agent that company shall not be responsible for any loss to the Client occasioned by the actions of the Trading Agent and company does not, by implication or otherwise endorse or approve the operating methods of the Trading Agent.

11.7 If the Client gives a Trading Agent authority over its Client Accounts the Client understands that the Client does so at the Client's own risk.

11.8 If the Client's Account is, for any reason, being traded without the Client's authorization, the Client must notify the company compliance officer immediately.

#### **Data Protection**

The Customer's personal information and payment details will be protected in accordance with the **Federal Decree-Law No. 45/2021 On the Protection of Personal Data**

#### **23. Limitations of Liability**

In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client or the persons the Client has notified to the Company in writing to be authorized person(s) (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

Any error or failure in the operation of the online trading system;

Any delay caused by the client terminal;

Transactions made via the client terminal or by telephone;

Any failure by the company to perform any of its obligations under the Agreement as a result of force majeure event or any other cause beyond its control;

The acts, omissions or negligence of any third party;



Any person obtaining the client's access codes that the company has issued to the client prior to the client's reporting to the company of the misuse of his access codes;

All orders given through and under the client's access data;

Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and access data when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

A delay transmitting any order for execution;

The solvency, acts or omissions of any third party referred to in this clause ;

Currency risk;

Any changes in the rates of tax.

If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements, attorneys' fees and expenses and any fines or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other self-regulatory body), costs or expenses the Client may suffer in relation to the Agreement.

Without limiting the generality of the foregoing, the Client agrees to reimburse the Company on demand for any costs of collection incurred by the Company in collecting any sums owing by the Client under this Agreement and any cost incurred by the Company, including legal action/proceedings, in defending.

## **24. Indemnification**

The Client hereby irrevocably and unconditionally undertakes to indemnify and hold the Company harmless and at all times fully and effectively indemnified on demand against all losses, claims, expenses, liabilities or demands whatsoever (including third party claims), that the company may suffer arising directly or indirectly from any act or breach or omission by the Client.

## **Severability**

In the event any sentence, provision, or portions thereof of this Terms and Conditions is declared by a court of competent jurisdiction to be void, such sentence, provision, or portions thereof shall be deemed severed from the remainder of this Terms and Conditions and the balance of the Terms and Conditions shall be interpreted to give effect to the provisions hereof in a manner which reflects the intent of the parties to the maximum extent permitted by law.

## **25. USER DATA**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **26. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

By accessing the Services, sending emails, and filling out online forms, you engage in electronic communications. Your consent is given for the receipt of electronic communications, and you acknowledge that all agreements, notices, disclosures, and other communications provided to you electronically, whether via email or on the Services, fulfill any legal obligation requiring written communication. You expressly agree to the utilization of electronic signatures, contracts, orders, and other records, as well as the electronic delivery of notices, policies, and records pertaining to transactions initiated or completed by us or through the Services. Any rights or requirements under statutes, regulations, rules, ordinances, or other laws in any jurisdiction mandating an original signature, or the delivery or retention of non-electronic records, or the execution of payments or granting of credits by means other than electronic methods, are hereby waived by you.

## **27. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **28. BINDING EFFECT**

These Terms and Conditions shall be continuous and shall cover, individually and collectively, all Accounts of the Client at any time opened or reopened with COMPANY irrespective of any change or changes at any time in the personnel of COMPANY or Associated Persons or its successors, assigns, or affiliates.

These Terms and Conditions including all authorizations, shall inure to the benefit of COMPANY and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client and/or the estate, executor, trustees, administrators, legal representative, successors and assigns of the Client.

The Client hereby ratifies all transactions with COMPANY affected prior to the date of execution of the Client Agreement and these Terms and Conditions, and agrees that the rights and obligations of the Client in respect thereto shall be governed by these Terms and Conditions.

### **30. RECORDINGS**

The Client agrees and acknowledges that all conversations regarding the Client's Account(s) between the Client and COMPANY personnel may be electronically recorded with or without further notice to the Client.

The Client further agrees to the use of such recording and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Client or COMPANY the Client understands and consents GOLD ERA's established business procedures.

COMPANY may, and the Trading Agent hereby expressly authorizes COMPANY to, record on a recording system operated by COMPANY all oral Instructions given by telephone. The Client expressly agrees that should a dispute arise at any time in relation to the content of such oral instructions, then that recording or a transcript of the same certified as being a true transcript by GOLD ERA, shall be conclusive evidence as between COMPANY and the Client as to the contents and nature of such oral Instructions unless and until the contrary is established before a local tribunal.

### **31 ANTI-MONEY LAUNDERING**

Due to Anti-Money Laundering requirements, COMPANY will only accept deposit(s) from an Account in the Clients name. COMPANY will also not honour withdrawal requests if the Instructions direct the funds to an account in the name of a person other than the Client. All funds received from third party bank accounts and accounts where the name cannot be verified will be rejected.

### **FORCE MAJEURE**

Force Majeure Event

For the purposes of this clause, Force Majeure Event means any event that is reasonably beyond the control of COMPANY and which prevents or substantially delays COMPANY from carrying out any of its obligations under these Terms and Conditions.

Consequences of Force Majeure Event

a upon the occurrence of any Force Majeure Event the Parties shall consult with the aim of safeguarding the Commodities; and

b if COMPANY is delayed or prevented from carrying out any of its obligations under these Terms and Conditions, Trade or any Contract due to the Force Majeure Event:

COMPANY shall be excused from such obligation or obligations to the extent it is so delayed or prevented; and

if the event is such that COMPANY will not be able to perform its obligations or prevents the performance of its obligations for more than one month, COMPANY shall be entitled to terminate its obligations hereunder and under any outstanding Trade and/or Contract.

## **28. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at

Save In Gold-FZCO

The New Gold Souk Building Center, Al Raffa, Ground Floor

Dubai, United Arab Emirates

Phone: +971 56 168 1738

[info@saveingold.ae](mailto:info@saveingold.ae)

## Schedule 1: Use of our website(s) and Trading Platforms

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### 1. Licence

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- 1.1 We grant you a non-exclusive, non-transferable and limited personal non-sub licensable license to access view and use our website(s) and trading Platforms (the "License").
- 1.2 The License is conditioned on your continued compliance with the Terms of this Agreement. Upon any use of the trading Platforms, you acknowledge acceptance of these license Terms and the Terms of this Agreement and are entitled to apply for Access details to gain online access to our trading Platforms or Website, thereby being able to place orders for transactions on any Financial Instrument available from us.
- 1.3 You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and website(s) in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.
- 1.4 You agree to use the information received from our information systems for the sole purpose of executing transactions inside and within the website.
- 1.5 You further agree not to use any electronic communication feature of a service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- 1.6 You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on our website(s) and Trading Platforms are our property or our licensors property, and are protected by copyright laws, international treaties and provisions.
- 1.7 You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website you will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.
- 1.8 You also agree not to copy, record, edit, alter or remove any of the materials on our website(s) and Trading Platforms. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our website(s) and Platforms.
- 1.9 Images and videos displayed on our website(s) and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.
- 1.10 Unless expressly stated otherwise, any surrendered materials and / or messages, including ideas, know-how, techniques, Marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.
- 1.11 Your agreement to the Terms of this Agreement shall be regarded as authorising us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes. Such use does not require additional approvals or review by you and will form part of our intellectual property.

1.12 In the event that you receive any data, information or software via an Electronic Trading Service or Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or Software you use to access our trading Platform.