

## **TERMS OF SERVICE**

Please read the following terms and conditions carefully, as your use of the Service is subject to your acceptance and compliance with these terms and conditions ("Terms").

### **1. General:**

- 1.1. By subscribing to or using the Equityown website and app (hereinafter referred to as the "Service"), you agree that you have read, understood, and are bound by the Terms, regardless of how you subscribe to or use the Service. If you do not agree to the Terms, you must not subscribe to or use our Services.
- 1.2. You must be capable of entering into a binding contract in your jurisdiction to register as a member or use Equityown's Services. If you do not qualify, you are prohibited from using the Service. By using Equityown's Services, you represent and warrant that you have the right, authority, competency, and capacity to enter into these Terms of Service and to abide by all terms and conditions herein.
- 1.3. In these Terms, references to:
  - 1.3.1. "we," "us," and "our" shall mean EQUITYOWN TECH, its sub-franchisees, affiliates, or partners.
  - 1.3.2. "Third-party Service Providers" shall mean persons offering specialized advice or services to End Users or Clients.
  - 1.3.3. "Listing" shall mean any Independent third-party Service Provider or Client who, in their individual capacity, lists Information/Services.
  - 1.3.4. "User" shall mean and include End Users, Investors, and/or Independent third-party Service Providers.

### **2. Services Offered:**

- 2.1. Equityown provides a technology platform (hereinafter referred to as the "Platform") that enables Users to discover and access information about investment opportunities and

services related to projects listed by Equityown's clients (hereinafter referred to as "Clients").

The Platform facilitates the advertisement of project details and the collection of information from Users, which is subsequently transferred to the respective Clients for their consideration and action.

- 2.2. Equityown collectively serves as a venue for Users to explore project details and provide required information. Equityown acts solely as an intermediary to facilitate communication and information exchange and does not engage in the management, ownership, or control of the projects listed on the Platform.
- 2.3. Equityown does not assume any responsibility for the accuracy, completeness, or reliability of the information provided by its Clients or for any outcomes arising from the transfer of User information to Clients. The Platform serves as a conduit for communication and information exchange. Equityown is not obligated to mediate, arbitrate, or resolve any disputes or disagreements between Users and Clients.

### **3. No Guarantee of Returns or Fitness for a Purpose:**

- 3.1. Equityown does not guarantee returns on any investment opportunities listed on the Platform. The performance of investments is subject to market risks, and past performance is not indicative of future results.
- 3.2. Equityown disclaims all implied warranties and similar obligations, including but not limited to those of fitness for a particular purpose or merchantability, whether arising by law, custom, usage, trade practice, course of dealing, or course of performance. There are no warranties beyond those expressly stated in this Agreement.
- 3.3. Users are responsible for conducting their own due diligence before engaging in any investment. Any advice provided by third-party Service Providers is offered in their individual capacity and does not reflect the views or endorsements of Equityown.

- 3.4. Users affirm that they have not relied upon Equityown's skill or judgment to select or furnish investment opportunities for any particular purpose beyond the specific express warranties in this Agreement.
- 3.5. Equityown does not warrant that the investment opportunities or associated services will meet the User's specific requirements or expectations. All investment decisions are made at the User's sole discretion and risk.
- 3.6. Any investment advice or recommendations provided by Equityown are based on public information and do not constitute personalized financial advice. Clients are encouraged to seek independent advice where necessary.

#### **4. Equityown's Rights and Obligations:**

- 4.1. Equityown reserves the right, at its sole discretion, to reject, modify, or remove a Listing or part of a Listing at any time without being obligated to provide any reasons.
- 4.2. Equityown reserves the right to monitor any Listing to ensure compliance with these Terms and any applicable laws, regulations, or policies. Monitoring may include periodic reviews or audits to verify the accuracy and validity of the information provided.
- 4.3. Equityown retains the authority to suspend or terminate Listings that do not adhere to the required standards, contain inaccurate or misleading information, or violate applicable laws or regulations.
- 4.4. Equityown may update the Platform's features, policies, or terms to improve User experience or ensure compliance with legal obligations. Users will be notified of significant changes.
- 4.5. Equityown disclaims any liability for actions taken in exercising its rights under this section, including but not limited to removing or rejecting Listings or updating Platform policies.

#### **5. User Account:**

- 5.1. The User may be required to create a unique User ID and Password to register and/or use the Services on the Platform. By accepting these Terms, the User agrees that their User ID and

Password are essential and shall remain their sole responsibility to keep secure and confidential. In furtherance thereof, the User agrees to:

5.1.1. Choose a new password whenever required for security reasons.

5.1.2. Keep their User ID and Password strictly confidential.

5.1.3. Be responsible for any transactions made under their User ID and Password.

5.2. Equityown may verify details at the time of account creation, including but not limited to phone number, email address, bank account, or credit card information.

6. **User's Obligations:** The User represents and warrants that the information/data provided does not violate or infringe upon any law or regulation. All information provided must be accurate, valid, and complete at all times. The User shall solely be responsible and liable for the information provided (including but not limited to intellectual property content/details).

7. **Prohibited Information/Data:** Users shall not host, display, upload, modify, publish, transmit, or share any information that:

7.1. Belongs to another person and to which they do not have rights.

7.2. Is grossly harmful, harassing, defamatory, obscene, pornographic, libelous, or unlawful in any manner.

7.3. Harms minors in any way.

7.4. Infringes any intellectual property rights, trade secrets, or third-party rights.

7.5. Violates any applicable law or regulation.

8. **Complaints and Grievance Redressal Mechanism:**

8.1. Equityown has appointed a Grievance Officer to handle complaints. Contract disputes should be resolved between the concerned Client and End Users/Investors. Complaints regarding fraudulent or incorrect data must be filed with the Grievance Officer within 14 Days.

8.2. Complaints will be acknowledged within 7 working days investigated promptly, and resolved within one month. Fraudulent transactions may lead to service cancellations, listing removals, or account termination.

**8.3. Grievance Officer Contact Details:**

8.3.1.Name: Pradeep Pant

8.3.2.Email: pant@equityown.com

8.3.3.Phone: 00971529361971

8.3.4.Office Address: Meydan Grandstand, 6<sup>th</sup> Floor, Meydan Road, Nad Al Sheba, Dubai,  
United Arab Emirates

9. **Liability:** Equityown provides services for convenience and assumes no responsibility for the commercial or contractual terms between Clients and Users. Users are responsible for ensuring compliance with applicable privacy laws. Equityown disclaims liability for inaccuracies, delays, or interruptions in data transmission and is not responsible for any damages arising from the Service.
10. **Indemnity:** The User agrees to defend, indemnify, and hold harmless Equityown, its employees, directors, officers, agents, and representatives from any claims, liabilities, damages, or expenses arising from the User's access to or use of the Service, including any breach of the Terms or applicable laws.
11. **Disclaimer and Limitation of Liability:** THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. EQUITYOWN'S LIABILITY FOR ANY CLAIM ARISING UNDER THESE TERMS SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE FEE PAID FOR THE RELEVANT SERVICE.
12. **Term & Termination:** Equityown may suspend or terminate your use of the Platform or any Service if it believes you have breached any of the Terms. Any content or materials relating to your use of the Service may be deleted without liability to Equityown.
13. **Governing Law:** These Terms are governed by the laws of the United Arab Emirates. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of UAE courts.
14. **Miscellaneous:**
- 14.1. Any waiver of rights under these Terms shall not be considered a waiver of any subsequent rights.

14.2. Users acknowledge that personal data transmitted over the internet may be susceptible to misuse or hacking, and Equityown is not liable for such occurrences.

14.3. While Equityown takes reasonable care to guard against unauthorized use of data, it does not guarantee that its Services will be free from data theft or misuse.

14.4. Equityown is not liable for any failure of performance, interruptions, or unauthorized access to information on the Platform.

15. **Customer Services:** For queries, please contact us at [customercare@equityown.com](mailto:customercare@equityown.com).

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