# **Terms and Conditions:**

Welcome to the cWallet Services terms and conditions for use ("Terms"). These Terms sets forth the terms and conditions governing the use of this Website and the service provided thereof. Some services may not be available in all countries and will be marked accordingly for your easy reference. Please read through these Terms, our refund policy, our cookies policy, our privacy policy and our terms and conditions (collectively, "Other Terms") prior to using this Website. By accessing this Website and/or initiating a transaction services you agree to be bound by these Terms and the Other Terms. If you do not agree to be bound by the Terms and Other Terms, please do not use our Website. The Website is owned and managed by [cWallet Services entity].

You will also be subject to such other guidelines, notices and terms at the time that you initiate a transaction using the Website ("Service Terms"). If these Terms and the Other Terms are inconsistent with the Service Terms, those Service Terms will take precedence.

### 1. DEFINITIONS

- •"Personal Information" means the details provided by you (e.g. name, address, email, identification number, etc.) on registration;
- •"Services" means the following services provided by cWallet Services and where cWallet Services acts solely as an intermediary by providing an online platform and application to enable subscribers and registered users of the App to (a) obtain, from cWallet Services, closed loop vouchers or e-vouchers using approved credit or debit cards (NAPS, Visa or Mastercard) which can be redeemed for services on the cWallet Services App or Website; and (b) transfer digital assets in and out of the subscribers and registered users multi-signature wallet registered by the subscribers and registered users.
- "QATAR" means the State of Qatar;
- "We/us/ cWallet Services / CW" means [cWallet Services operating entity];

- "Website" means the website located at [website] or any subsequent URL which may replace it and includes benefits, features, How it works, Vision, downloads, advertisements and any other contents published on it; and
- "You/your" means any person who uses the Website, the Services in any manner whatsoever including persons browsing the Website, posting comments or any content or responding to any advertisements or content on the Website

### 2. USE OF THE WEBSITE

2.1 Access You are provided with access to this Website in accordance with these Terms and any orders placed by you must be placed strictly in accordance with these Terms. Our Website is intended for use by people resident in countries worldwide. We accept transactions from addresses within and outside the QATAR.

# 2.2 Registration

- 2.2.1 By registering as a user of our App/Website, you warrant that:
- (a) the Personal Information which you provide when you register as a user is true, accurate, current and complete in all respects; and
- (b) you will review and update your Personal Information by logging into your account or by contacting our customer service team; and
- (c) you are at least 18 years old. Minors under the age of 18 are prohibited to register as a user of our Website and are not allowed to transact or use our Website.

### 2.2.2

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

- 2.3 Our rights We reserve the right to:
- (a) modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

- (b) change these Terms and Other Terms from time to time in accordance with clause 15 Our Right to Vary these Terms. If you do not agree to such amended terms, you must stop using the Website. If you continue to use the Website you will be deemed to have accepted the amended terms.
- (c) We reserve the right to withdraw any Services from time to time in accordance with clause 3.2.3.

### 3. INITIATING A TRANSACTION

3.1 Initiation. By initiating a transaction through our Website, you warrant that you are: (a)

legally capable of entering into binding contracts; and (b) at least 18 years old.

- 3.2 How the contract is formed between you and us
- 3.2.1 After initiating a transaction, you will receive a notification from us acknowledging that we have received your request. Please note that this does not mean that your request has been accepted. Your request constitutes an offer to us on the Transaction. All transactions are subject to acceptance by us, and we will confirm such acceptance to you by sending you a notification ("Transaction Confirmation"). The contract between us ("Contract") will only be formed when we send you the Transaction Confirmation.
- 3.2.2 The Contract will relate only to those Services we have confirmed in the Transaction Confirmation. We will not be obliged to supply any other services which may have been part of your request until confirmed in a separate Transaction Confirmation by us. All payments are processed immediately after your Transaction Confirmation.
- 3.2.3 Non-acceptance of an order may be a result of one of the following:
- Our inability to obtain authorisation for your payment.
- The identification of a pricing or service description error.
- You not meeting the eligibility criteria set out in these Terms.

3.2.5 If you require any information regarding your transactions, please see the "transaction history" in your account or contact our customer service team.

# 4. CONTRACT CANCELLATION AND NO REFUND.

You may not cancel a Contract and no refund is possible once a Contract is made

### 5. OUR LIABILITY

- 5.1 We are only an intermediary to facilitate the Transaction. We do not and are not involved in the actual [money transfer and remittance]. This remittance and money transfer contract is between you and the merchant.
- 5.2 To the maximum extent permitted under law, all representations, warranties, terms, conditions whether expressed or implied including merchantable quality, fitness for purpose, usage, sample, quality whether arising by law or custom are fully disclaimed and excluded. We are not liable for any damages, losses, compensation howsoever arising whether directly or indirectly and whether special, indirect, consequential arising out of your use of the App and Website. Despite this, in case a court of competent jurisdiction finds us liable, our liability (whether in contract, tort, statute, law or otherwise) shall not exceed USD\$10.
- 5.4 Our liability under these Terms is strictly limited upto the maximum amount equal to the we receive from the merchant in relation to the transaction that you have questioned or USD\$10 whichever is the lower provided that you have claimed all you can first from the merchant.
- 5.5 This does not include or limit in any way our liability:
- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation.
- 5.6 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

loss of income or revenue;

loss of business;
loss of profits or contracts;
loss of anticipated savings;
loss of data; or

(f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

# 6. INDEMNIFICATION

6.1 You agree to indemnify, defend and hold us harmless and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees ("Affiliates") from any claim or demand, including any attorneys' fees and costs, made by any third-party due to, arising out of, or relating to your use of these Website, your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

6.2

You agree to indemnify, defend and hold us and our Affiliates harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by us and/or our Affiliates arising out of or in connection with the performance of its duties as described in these Terms including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

# 7. INTELLECTUAL PROPERTY AND RIGHT TO USE

7.1 Unless otherwise stated, the copyright and other intellectual property rights in the content on the Website (including "cWallet Services App") are owned by us only unless mentioned it belongs to our licensors. Any access or use of the Website for any reason other than your personal, non-commercial use is prohibited.

- 7.2 No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or Website without our prior written permission.
- 7.3 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited without our permission and without reference to us.
- 7.4 You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content. You will notify us immediately if you come across any third party who do or attempt to do any of the above.
- 7.5 This Agreement does not transfer from cWallet Services to you any cWallet Services or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with [cWallet Services ] logo, and all other trademarks, service marks, graphics and logos used in connection with [website], or the Website are trademarks or registered trademarks of cWallet Services or our licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any cWallet Services or third-party trademarks.

### 8. COPYRIGHT INFRINGEMENT

As we ask others to respect our intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by [website] violates your copyright, you are encouraged to notify us and we will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of cWallet Services or others. In the case of such termination, we will

have no obligation to provide a refund of any amounts previously paid to us.

### 9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").
- 9.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government; and
- countries or jurisdictions in which we are not permitted by law to do business

### 10. PRIVACY

You agree that we may obtain your Personal Information from a variety of sources when you access or use our Website. You further agree to comply with the terms of our privacy policy, which is incorporated by reference into these Terms.

### 11. THIRD PARTY LINKS

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed any of these third-party websites and do not control and we are not responsible for these

websites or their content (including their terms and conditions) or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

### 12. SUGGESTIONS

You agree that any suggestions, ideas, product uses and potential uses, product ideas, feedback or other information about the Websites or our Services ("Suggestions"), provided by you to us are non-confidential to you and shall become our sole property. We will own all of the rights, exclusively, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

# 13. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms and the Other Terms from time to time. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website and/or initiating a transaction following the posting of any changes to these Terms and the Other Terms constitutes acceptance of those changes.

### 14. GENERAL

- (a) State of Qatar is our country of domicile. These Terms are binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the Laws of Qatar without reference to conflict of law principles thereof and the parties irrevocably submit to the non-exclusive jurisdiction of the Qatar Courts. For the avoidance of any doubt, any dispute or claim arising out of or in connection with our Website shall be governed and construed in accordance with the Laws of the State of Oatar.
- (b) These Terms and all of your rights and obligations under it, is not assignable or transferable by you without our prior written consent.

- (c) No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms.
- (d) The invalidity or unenforceability of any provision of these Terms will not invalidate any other provision of these Terms, all of which will remain in full force and effect.
- (e) If you reside in or are subject to the laws of a jurisdiction anywhere in the world whose common, statutory, regulatory, or codified law would void these Terms in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and the warranty disclaimers), or which make accessing the Websites illegal, you do so entirely at your own risk.