

## Standard Terms and Conditions

These Terms and Conditions, together with the applicable Schedule of Charges (the “Terms and Conditions”), govern your relationship with Sav Technologies Limited (“Sav”, “we”, “us”, “our”) and its Associates.

They apply to the provision of certain financial and non-financial services offered through our platform. These Terms and Conditions contain important information regarding the services that we will provide to you for your own protection. You should read them carefully before accepting them

**Who We Are:** Sav is a company incorporated and registered in the Dubai International Financial Centre (“DIFC”) with company number 5474, whose registered office is Unit IH-00-01-02-OF-01 Level 2, IH-00-01-CP-05, DIFC, Dubai, United Arab Emirates. Sav is authorized and regulated by the Dubai Financial Services Authority (“DFSA”).

Sav Technologies Limited is a wholly-owned subsidiary of Sav Technologies Inc., incorporated in Delaware, USA, with its registered address at 1007 North Orange St., 4th Floor, Wilmington, New Castle, Delaware, USA.

### Services We Provide

Sav provides you with financial services, including advising on financial products, arranging deals in investments, advising on or arranging money services; arranging credit and advising on credit.

Sav also provides access to lifestyle and technology products such as Sav MyMoney, Sav Gift Cards etc, through its Platform that do not require complete KYC verification and may not be classified as financial services.

We may use approved third-party providers to deliver both regulated and non-regulated services to you. Where this occurs, your rights and obligations under these Terms and Conditions remain with Sav.

### Your Agreement With Us

These Terms and Conditions, together with any schedules, annexes, supplemental agreements, or amendments (from time to time), form the agreement between you and Sav (the “Agreement”). This Agreement constitutes a client agreement for the purposes of the DFSA Rulebook, Conduct of Business Module. By entering into this Agreement, you acknowledge that you have read and understood your rights and obligations.

Please let us know as soon as possible if there is anything which you do not understand, or please visit our Website at <https://sav.money> and ask for further information.

### Jurisdiction and Limitations

Our services are intended solely for clients in jurisdictions where Sav is authorized to operate. This document does not constitute an offer, solicitation, or advice to purchase financial products or open an account in any jurisdiction where Sav is not registered or authorized.

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES PROVIDED BY US, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING SAV'S PRIVACY POLICY. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THE TERMS AND CONDITIONS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES.

## GENERAL INFORMATION

1.1 Our Particulars: Sav Technologies Limited is authorised and regulated by the DFSA with a firm reference number F009281. Sav's principal place of business is Unit IH-00-01-02-OF-01 Level 2, IH-00-01-CP-05, DIFC, Dubai, UAE. We are required to conduct our business and dealings with you in accordance with the "DFSA Rules". You acknowledge and agree that this agreement is executed within the DIFC.

1.2 Communication between us: We may communicate in writing, including email or other electronic means, or orally (including by telephone). The language of communication will be the English language, and you will receive documents and other information from us in the English language. If a document is translated into another language, this will be for information purposes only and the English version will prevail at all times.

1.3 Our Website: Our Website at <https://sav.money> contains further details about us and our services and other information relevant to this Agreement and our Website. In the event of conflict between this Agreement and the Website, this Agreement will prevail.

1.4 Capacity: For the purpose of the DFSA Rules, **we will treat you as a Retail Client** when conducting business with you, and you will benefit from the regulatory protection afforded to that category of client protection under Applicable Regulations in relation to such business. For certain services, you may be treated as a Professional Client where permissible under applicable DFSA classification rules and will be notified of this status in writing.

You, nevertheless, have the right to elect to be treated as a Retail Client, which must be communicated to Sav in writing within 5 Business Days of receipt of notification from us of the intention to treat you as a Professional Client in relation to the relevant service. Where you are treated as a Professional Client, you will not benefit from the regulatory protections afforded to Retail Clients under the DFSA Rules.

1.5 Applicable Regulations: This Agreement and all Transactions are subject to Applicable Regulations so that:

- (i) if there is a conflict between this Agreement and any Applicable Regulations, the latter will prevail;
- (ii) nothing in this Agreement will exclude or restrict any obligation which we have to you under Applicable Regulations;
- (iii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
- (iv) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
- (v) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations will not render us or any of our directors, officers, employees, or contractors liable.

1.6 Conflicts of Interest: We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients.

We operate in accordance with a conflicts of interest policy which we have put in place for this purpose, under which we have identified those situations in which there may be a conflict of interest, and in each case the steps we have taken to manage that conflict ("Conflict of Interest Document") a

copy of which is found in Schedule 2. Any changes and/ or moderations to the Conflict of Interest Document will be available at all times at [www.sav.money](http://www.sav.money).

1.7 Market Abuse: By entering into any Transactions you represent and warrant that:

- (i) you will act in accordance with any Applicable Regulations and terms of our Partners;
- (ii) you are not acting in any way which is intended to or may be considered to be "Market Abuse"(as such term is defined in the Applicable Regulations); and
- (iii) you are not acting with the intention of contravening any other provision of the Applicable Regulations.

## SCOPE AND APPOINTMENT

2.1 Commencement: You acknowledge and agree that:

- (i) you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement;
- (ii) Sav shall not be responsible for providing the services set out in Schedule 1;
- (iii) you read and understood the terms and conditions including but not limited to the relevant customer account agreement of the relevant Regulated Third Party Provider and any related risk disclosures before opening an account with the Regulated Third Party Provider; and
- (iv) you understand that the management of your funds held with the Regulated Third Party Provider will be governed by the terms and conditions of the Regulated Third Party Provider.

2.2 Scope of this Agreement: This Agreement sets out the basis on which we provide services to you. Sav is licensed by the DFSA for financial services which includes advising on financial products, arranging deals in investments, advising or arranging on money services, and arranging credit and advising on credit. Sav may also provide access to lifestyle and technology services that may not be classified as financial services.

Sav Wealth allows you to invest in US stocks, ETFs, and curated portfolios offered by licensed third party providers through the Sav App. Sav works with a Licensed Third Party Provider, Alpaca Securities LLC which is a US-based broker-dealer registered with the SEC and a member of FINRA, to execute and clear transactions and offer customer accounts. Sav also provides added insights on stocks which may utilize AI- these insights are factual in nature and shall not be relied upon as a recommendation to buy, sell, or hold any security.

Sav Card is a digital or physical prepaid card which is arranged and provided for by Nymcard Payment Services LLC ("Nymcard") who is licensed by the Central Bank of the UAE under the Retail Payment Services and Card Schemes Regulation (license number 08.01.02.001.2022.02).

Sav MyMoney is a feature on the Sav App where you see a consolidated view of your connected accounts and personalised insights and recommendations on such connected accounts on the Sav App. To enable this service and enable account connectivity, we work with financial institutions, licensed account aggregator(s), and other entities.

Sav Gift Cards Store allows you to purchase Gift Cards from multiple brands through Sav's platform, where Sav acts as a technology facilitator between you and the Brand and/or Brand Partners

facilitating such transactions on Brand's behalf.

Sav may also provide investment advisory services (within a range as may be specified by us). When providing investment advice, we will make personal recommendations to you to invest in a portfolio of investments according to what we determine to be suitable for you based on the information you provide us.

During the course of your relationship with us, you represent and warrant to us that you:

- (i) are duly authorised to enter into this Agreement;
- (ii) are over the age of eighteen (18);
- (iii) have not previously been suspended or removed from the services provided by Sav or any of our Regulated Third Party Providers;
- (iv) your registration and your use of the services provided by Sav is in compliance with any and all Applicable Regulations;
- (v) may not authorise another user to use the services provided by Sav on your behalf; and
- (vi) are the sole owner of the funds (a) transacted on the platform for services; and (b) invested into the Regulated Third Party Provider Account and are the only person entitled to the funds and assets held in the Regulated Third Party Provider Account; and
- (vii) are not a United States Resident for the purpose of deals in investments that Sav arranges.

The products and services available to you may vary depending on your jurisdiction. Sav reserves the right to amend or restrict access to specific services in different geographies, in line with applicable laws and regulations.

### 2.3 Subscription

The Sav app is free to use. However, you may wish to make use of Sav's subscription service where you may be provided with additional features, such as lifestyle benefits, accelerated cashback, access to research and material to enhance your market knowledge, tools to help you plan your investments, or access to offers from third parties. Sav may provide individual subscriptions for its services or may offer a bundled plan depending on your country of residence. We will use reasonable endeavours to process your subscription promptly. We do not guarantee that your subscription will be activated by any specific time. You will not be provided with access to Sav subscription service until we have successfully verified your payment and contact details. You will receive email confirmation when your subscription has been accepted.

Unless specifically stated in any subscription offer, if you chose an auto-renew option for your subscription, you agree that at the end of the initial subscription period (and of each renewal period thereafter), your subscription will automatically renew for the same subscription period at the then prevailing Subscription Fee, which may be amended from time to time. If you do not choose an auto-renewal payment option, we will contact you at the end of the subscription period with an offer to renew your subscription.

**2.4 Account Opening:** To avail our services you must open accounts with Sav and the Regulated Third Party Provider. To apply for such accounts, you will need to complete an online application form and provide us with information that we or our Partners request, so that we or our Partners can identify you, verify your identity, conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Regulations, or as required

by our internal procedures. This means we will require you to provide us with personally identifiable information, the countries where you are a tax resident and any other information which is required under Applicable Regulations. For investment advisory services we will also require information regarding your financial situation and investment objectives in order to make suitable recommendations to you and decisions regarding your portfolio.

2.5 Regulated Third Party Provider: You acknowledge and agree that Sav has entered into an agreement, or agreements, with a Regulated Third Party Provider(s).

2.6 All money and securities are held by a Regulated Third Party Provider and all trades are executed by a Regulated Third Party Provider.

2.7 You acknowledge and agree that you will enter into a separate customer agreement with the applicable Regulated Third Party Providers which will govern your relationship with the Regulated Third Party Provider.

2.8 You acknowledge and agree that Sav does not supervise the Regulated Third Party Provider and other Parties and will not be responsible, and will not be liable, for any of the Regulated Third Party Provider's actions. In the event of any disputes between you and the Regulated Third Party Provider, you will resolve such disputes directly with the Regulated Third Party Provider.

## **FEES, PAYMENT, REVENUE**

3.1 Sav will have the right to levy such fees and charges ("Fees") (in the manner determined by Sav) in relation to any service offered by Sav pursuant to this Agreement as prescribed by Sav from time to time. All Fees will be detailed within the Schedule of Charges for the respective products. The Schedule of Charges can be found on the Sav App and Website.

3.2 Subscription Fees: Different fees apply across different levels of service. These will be disclosed in the Schedule of Charges. We reserve the right to introduce new subscription tiers or vary existing services and fees with at least 30 days' prior notice. Any amendments will be published in the Schedule of Charges.

3.3 You note that Sav may incur the costs, fees, charges and/or expenses of third parties in the delivery of the services to you. Such costs, fees, charges and/or expenses will be governed by the terms and conditions of such third parties and will be borne directly by you. For instance: Please note that Sav does not charge transfer fees, but your bank fees will apply. You may check your bank's fees policy before transferring. For example: if you wanted to transfer \$500 to your Sav account, and your local bank account charges \$25 as international transfer fees, you will be receiving \$475 in your Sav account.

3.4 There may be charges associated with withdrawal. You must refer to the Schedule of Charges for the respective product for more information.

3.5 You agree to pay, repay and/or reimburse such costs, fees, charges and/or expenses of Sav in connection with services provided by Sav to you under this Agreement. You shall also reimburse Sav for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, save to the extent that Sav notifies you that it is satisfied that it will be entitled to credit or repayment in respect of such VAT from the relevant tax authority.

3.6 Any payments due to us under this Agreement will be payable in same day funds in such currency as we may from time to time specify and to the bank account designated by us for such purposes.

3.7 Any payments due to us under this Agreement are:

- (i) exclusive of VAT or any other similar taxes, and you will in addition pay an amount equal to any VAT chargeable on those sums; and
- (ii) will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by law). If you are required by law to deduct or withhold Tax you will pay to us additional amounts as may be necessary to ensure that we receive a net amount equal to the full amount we would have received had such payment not been subject to a deduction or withholding of Tax.

3.8 Third Party Payments: In respect of arrangements which we enter with you, unless expressly affirmatively agreed between us in writing:

- (i) We reserve the right not to comply with any request by you to make a payment or a delivery to a third party; and
- (ii) Where we become aware that funds have been paid to us and/or the Regulated Third Party Provider or a delivery made to us other than by you, we reserve the right to refuse such payment or delivery.

## **USE OF THE SAV PLATFORM**

4.1 Your access to and use of the Sav Platform is subject to:

- (i) your compliance with the terms of this Agreement; and
- (ii) compliance with any guidelines for using the Sav Platform which are posted on or provided through the Sav Platform (as may be amended from time to time); and
- (iii) our privacy policy (as may be amended from time to time); and
- (iv) your compliance with any other policies or terms and conditions as may be applicable for the services and products from Sav or its Partners that you use on the Platform.

4.2 In the event of any inconsistency between the terms of this Agreement and the terms of the guidelines and/or privacy policy, the provisions in the guidelines and/or privacy policy will prevail.

4.3 Any amendments to the guidelines, individual policies, and/or privacy policy will take immediate effect.

4.4 You acknowledge that we will have sole discretion and control over, and the right to modify at any time, the Sav Platform and its functionality, configuration, appearance and content, including without limitation:

- (i) the parameters and methods by which transactions are placed, routed, marketed or otherwise processed by the Sav Platform;
- (ii) the availability of the Sav Platform to any user or with respect to particular products, services, or geographies; and
- (iii) the third parties that Sav partners with to offer financial or technology-based services.

4.5 You agree to be bound by the various legends, disclaimers, terms and conditions displayed on or linked to the Sav Platform and/ or the Website. Such legends and disclaimers may be updated and/or modified from time to time without prior written notice thereof to you.

## **USER CONTENT**

5.1 Third Party Content: You acknowledge and agree that certain content is provided by third-parties and made available to Sav by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the "Forums"). This content does not constitute advice from Sav and should not be relied on as a recommendation. Reliance on any third party content available on or through the Forums is used at your own risk and Sav will not be responsible or liable to you for the performance by the third party or their services and whether they have exercised reasonable care and diligence in the selection of the same.

5.2 Uploading Content: Whenever you make use of a feature that allows you to upload content to our Website and/or Sav Platform or to make contact with other users of our Website and/or Sav Platform, any content you upload must not:

- (i) be defamatory of any person;
- (ii) contain material which is obscene, discriminatory, offensive, hateful, threatening or inflammatory;
- (iii) infringe any copyright, database right or trademark of any other person;
- (iv) be likely to deceive any person;
- (v) promote any illegal activity;
- (vi) be likely to harass, upset, embarrass, alarm or annoy any other person; or
- (vii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

5.3 Any content you upload to our Website and/or Sav Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Website and/or Sav Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website and/or Sav Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

5.4 You are solely responsible for securing and backing up your content.

5.5 The Website and/or Sav Platform may include information and materials uploaded by other users, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users do not represent our views or values. If you wish to complain about information and materials uploaded by other users please contact us.

## **YOUR INFORMATION**

6.1 Confidentiality: The obligations relating to client confidentiality as set out in this clause 7 and the



Privacy Policy shall not apply to any information:

(i) we provide to our employees, contractors, officers, representatives, group companies, affiliates, advisers or credit reference agencies who need to know such information for the purposes of carrying out obligations under or in connection with this Agreement or providing us with services relating to the subject matter of this Agreement; and

(ii) as may be required – by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.2 Data Protection: Before providing us with any information in connection with this Agreement, **please read our privacy policy (the "Privacy Policy")**.

6.3 Sav may collect, use and store the personal information which you provide from time to time including Personal Data and Sensitive Personal Data within the meaning given to the terms in the DIFC Data Protection Law No. 5 of 2020 ("Personal Data"). Personal Data may include information provided for the purpose of compliance with anti-money laundering regulations, information deriving from transactions that Sav facilitates on your instructions, and information deriving from transactions on your connected Payment Account (e.g. bank account).

6.4 You consent to us using and holding your Personal Data in accordance with our Privacy Policy.

6.5 In particular, Sav may use the Personal Data that it collects:

- for arranging Sav Cards from our licensed third party provider;
- for Gift Card administration and services;
- for providing money intelligence, actionable insights and product recommendations through the MyMoney suite;
- for fetching details on your credit scores or credit reports from the Etihad Credit Bureau;
- to open your Sav Account and enable related Transaction and trading arrangements;
- to supply the services;
- to meet Sav's obligations under DFSA Rules and other applicable law;
- for client service, analysis and market research purposes;
- to undertake credit and reference checks and/or to recover a debt;
- for the purposes of legal proceedings; and/or
- for general account administration purposes.

6.6 You acknowledge and agree that Sav may share your Personal Data in the following circumstances:

(i) where Sav uses your Personal Data to assess your eligibility for the services and to verify your identity;

(ii) Sav may share Personal Data with its affiliates and with third parties who may administer and operate the Sav Account from time to time. Sav will always take appropriate measures and meet its legal obligations to ensure that any Personal Data transferred to such third parties is kept securely;

(iii) on an assignment of the obligation and rights under this Agreement, or if Sav restructures its business or the whole or any part of its business is sold then Sav may transfer your information to the relevant third party provided this is in line with statutory data protection requirements; and

(iv) Sav may share your Personal Data with UAE and overseas law enforcement agencies or regulatory



authorities and other relevant bodies for crime prevention purposes.

6.7 Sav will retain copy records for a period of six (6) years or as otherwise stipulated by us in accordance with DFSA Rules and other applicable laws from the date of termination of your Agreement. Sav may scan and retain all hard copy documentation including Personal Data within our data storage system indefinitely. Retained data may be archived off-site and can usually be retrieved within seven (7) working days. Any access request generally comes at no cost to you but, in limited circumstances, we may either charge a fee where the request is considered manifestly unfounded or excessive to meet any extraordinary administrative costs or refuse to act on your request with written confirmation on the reasons why.

6.8 For the avoidance of doubt, Sav will at all times collect, use and store Personal Data in accordance with the relevant DIFC Data Protection Law No. 5 of 2020 and DIFC data protection framework.

6.9 Your personal data may be transferred off-shore where there is an adequate level of protection for personal data ensured by Applicable Law including for onward transfers. Should this not be ensured by Applicable Law, Sav will ensure there are appropriate safeguards and enforceable rights and remedies for you.

6.10 Any information that you may provide during the KYC process for a financial service or product will be retained by Sav and may be later used as part of the KYC process for any other financial service or product that you express interest in having. This means that your information may be shared with Third Party Providers. Completing the KYC for a service or product does not guarantee that you will receive the service or product.

## **YOUR OBLIGATIONS**

7.1 You acknowledge that Sav will be relying on the information or documents provided by you to Sav. It is your responsibility to ensure that information or documentation provided by you to Sav is complete, accurate and not misleading in any material respect and that you have notified Sav of any information which could be relevant to the performance of Sav's duties under this Agreement.

7.2 Further, we may, from time to time, require additional information and/or documents (including as required by anti-money laundering regulations and any other similar regulations applicable to us ("AML"), as well as for anti-fraud measures or any other related internal procedures), or clarifications to information and/or documents which you have provided to us. The information you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information, we will not be able to open a Sav Account for you, or, if you already have a Sav Account, we may freeze, block, or close your Sav Account and associated services from our Third Party Providers to you.

7.3 You will be responsible for all tax returns, filings and reports on any transactions undertaken pursuant to this Agreement and for the payment of all unpaid capital calls, taxes or other liability arising out of, or in connection with, any investments held in your Account.

## **KEEPING YOUR ACCOUNT(S) SAFE**

8.1 If we accept your application, we will open a Sav Account for you. You will need to choose a username and a password to access your Sav Account and we may also require other security details. It is your responsibility to take all reasonable steps to keep your Sav Account safe. You should select a password that is not easy to guess (such as using a combination of uppercase and lowercase letters,

numbers and symbols) and is a unique password for your Sav Account. We recommend that you do not reuse a password previously used by you for other platforms/services.

8.2 You will need to change your security details immediately and contact us as soon as possible if you think someone else knows them. We may block access to your Sav Account or block access to our services if we believe that it is necessary for security or legal reasons. For example, if we think someone may have access to or is using your Sav Account without your permission. We may contact you to provide you with new security details, or contact you to require you to change your security details.

8.3 You must not give any third party (including minors) any access to and/or control of your Sav Account. If you elect to give another person access to and/or control of your Sav Account, you do so at your own risk and we will not be responsible for any actions of that third party.

## INSTRUCTIONS AND COMMUNICATION

9.1 Instructions are primarily accepted via the Sav Platform. However, for specific circumstances and at our discretion, we may also accept instructions via email, WhatsApp or phone. Sav reserves the right to charge a fee for accepting instructions outside the Sav Platform. It is important to note that the Sav Platform remains the preferred and standard method for you to provide your instructions. All written communications should be directed to Sav's registered office at the address set out in clause 19.3 of this Agreement and on our Website. Complaints should be notified to Sav in accordance with clause 15.

9.2 Sav will be entitled to act on any instructions reasonably believed to be from you or an authorized representative of you. It is your responsibility to keep the security details applicable to your Sav Account safe and not share them with any other person. Where you have any reason to suspect that your security details have or might be compromised, you must contact us immediately.

9.3 You acknowledge that: a) Sav may not accept instructions until it is able to satisfy itself that the instructions originated from you or an authorized representative of you; b) Sav will not be responsible for any losses or loss of opportunity due to any delays arising from Sav confirming the validity of instructions or the accuracy of instructions where they are, in Sav's reasonable opinion, unclear.

9.4 Sav will not be responsible for the advisability or suitability of transactions made at your instruction.

9.5 Sav, in its sole discretion, may refuse to act on an instruction given by you or an authorized representative of you, where:

(i) it has reason to doubt the validity of the instruction; and/or

(ii) the instruction is not capable of being carried out on the Sav platform.

9.6 Sav will not be obliged to deal with any person to whom you may have disposed of or otherwise assigned or transferred to or encumbered any funds, assets or other entitlements held in or under your Sav Account.

9.7 Transaction statements, third party valuation reports and other third party summary and research reports on the Sav Account and third party reports or investment commentary as Sav may choose to provide as part of your subscription, may be provided electronically to you by email to the address provided by you or via the dashboard on the Website and/or the Sav Platform.

9.8 All communications between you and Sav must be in English. By entering into this Agreement, you confirm that you can read and understand the English language. If you are in doubt as to the meaning of any clause in any document that we provide to you, please seek independent advice.

## **CLIENT FUNDS AND ACCOUNT FUNDING**

10.1 We are not permitted under the DFSA Rules to receive and hold funds on your behalf for any regulated financial services you may subscribe to through our Regulated Third Party Providers. You acknowledge that Sav does not directly hold or receive your funds for providing any regulated financial services products. You acknowledge and agree that any funds relating to your Transactions may be held with a Regulated Third Party Provider, or held directly by Sav's Licensed Third Party Provider in a segregated client money account at a licensed bank.

10.2 Where you transfer your funds to a Regulated Third Party Provider, you acknowledge and agree that your funds may be held with a bank of their choice that is not approved under the Client Money rules of the DFSA and that your funds may therefore not be protected effectively.

10.3 You acknowledge and agree that you are solely responsible for reading and accepting the terms and conditions of the Regulated Third Party Provider before sending your funds to the Regulated Third Party Provider.

10.4 Your funds may be held in an omnibus client money account along with the funds of other clients. You understand the inherent risk of such commingling, specifically in the event of insolvency of the Regulated Third Party Provider holding the omnibus account, where full recovery of your funds may not be possible. Further, such an omnibus account holding your funds may be in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.

10.5 You may initiate a payment on the Sav platform using a debit card, Apple Pay, Google Pay, Wire Transfer, or by a transfer from your Payment Account Provider (e.g. your bank) via the Payment Initiation Service (as defined in the DFSA Rules) provided by Lean Technologies Limited. Lean Technologies is authorised and regulated in the ADGM by the Financial Services Regulatory Authority under FSP no. 200033. Your payment will be initiated through our platform after which the funds will be deposited into your account with the Regulated Third Party Provider. You acknowledge that Sav may incur processing fees and charges and other administrative costs in providing you with the convenience of making a deposit using your chosen payment method and agree that we shall be entitled to apply an additional fee on top of the amount funded using your chosen payment method, which shall be added to the total value of the transaction to be authorised. Prior to making a payment, you will be presented with the total amount of such fee that will be added to the value of the transaction and be required to consent to this fee.

10.6 For features that require recurring or ongoing payments from you, you acknowledge and accept that our payment processor will require you to securely authenticate your card information for the initial payment only. Subsequent payments may not require further authentication, subject to the terms of your card issuer and the applicable payment processor.

## **STATEMENTS AND REPORTING**

11.1 Statements showing the composition and value of your Sav Account and Regulated Third Party Provider Account and ongoing transactions will be provided in your secure Sav Account area on the

Sav App for a period of 12 months.

11.2 Valuation levels used in statements for the Sav Account to reflect the assets held in your Regulated Third Party Provider Accounts will reflect Sav's good faith effort to ascertain fair market values for the assets based on pricing and valuation information that Sav believes to be reliable and which may comprise and be based on valuation information provided by Regulated Third Party Provider. Variations in market conditions will mean that the prices shown in periodic statements and any other reports do not necessarily reflect realizable values.

## **REPRESENTATIONS, WARRANTIES AND COVENANTS**

12.1 Representations and Warranties: You represent and warrant to us as of the date of this Agreement and the date of each transaction that:

- (i) you possess the authority to execute, deliver and perform your obligations under this Agreement and all necessary action has been taken to authorize that execution, delivery and performance;
- (ii) as at the date of each transaction, you possess all the necessary authority, powers, consents, licenses and authorization and have taken all the necessary action to enable you lawfully to enter into such transaction;
- (iii) you have obtained from all relevant authorities all licenses, permissions and consents required in order for you to enter into a transaction and to perform your obligations under this Agreement;
- (iv) this Agreement, each transaction and the obligations created under them are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- (v) no event of default ("Event of Default") or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an event of default (a "Potential Event of Default") has occurred and is continuing with respect to you;
- (vi) you act as principal and sole beneficial owner in entering into this Agreement and each transaction;
- (vii) any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- (viii) except as otherwise agreed in writing by us, you are the sole beneficial owner of all funds you transfer to us or the Regulated Third Party Provider under this Agreement;

12.2 Covenants: You will:

- (i) at all times obtain and comply, and so all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in this clause 14;
- (ii) promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself.
- (iii) use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us, and in any event you will at all times act with due skill and care.

## COMPLAINTS

13.1 Complaints: If you have any complaints about our performance under this Agreement, please contact customer support through the app or by emailing [support@sav.money](mailto:support@sav.money). We will acknowledge your complaint in writing within 7 working days, investigate your complaint in accordance with our complaints handling procedure and attempt to resolve it within 15 working days. A copy of our complaints handling procedure is available upon request free of charge upon request in accordance with DFSA GEN Rule 9.2.11. Our procedures ensure that your complaints are handled fairly, promptly, and in accordance with DFSA Rules.

13.2: If we believe or determine that the Regulated Third Party Provider is fully or partially responsible for the issue you have complained about, we may refer your complaint to that institution. In this case, we will inform you that the Regulated Third Party Provider is fully or partially responsible and obtain your written consent to refer the complaint to the relevant institution.

13.3: We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If we are unable to satisfactorily address your complaint, you may refer your complaint to the DFSA for independent assessment. You can contact them in writing at: Dubai Financial Services Authority, Level 13, The Gate, PO Box 75850, Dubai, UAE.

## TERMINATION

14.1 Termination: Unless otherwise required by Applicable Regulations, you may terminate this Agreement and the relationship between us by requesting so by using the Sav Platform. Upon receipt of your confirmation for termination, we will process your request within 30 business days and notify the Regulated Third Party Providers to close your Regulated Third Party Provider Accounts. The redemption of your funds will be governed by the Regulated Third Parties' Terms and Conditions.

Once your Regulated Third Party Provider Accounts have been closed, then you will be excluded from all future Sav user marketing campaigns. Certain data will be retained in compliance with our data retention policies and applicable legal obligations.

14.2 Upon terminating this Agreement, subject to clause 16.1, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- (i) All outstanding fees, charges and commission; and
- (ii) Any investment expenses incurred by terminating this Agreement.

All outstanding transactions at the time of closure of a financial product account offered through the platform will be settled and the investments in your Regulated Third Party Provider Account sold, with the funds and proceeds in your Regulated Third Party Provider Account remitted to your designated account in accordance with the terms and conditions of the Regulated Third Party's Customer Account Agreement.

The Regulated Third Party Provider may ask for additional information or verification documents to transfer any funds to your designated account.

14.3 Termination with immediate effect: Each of the following, including but not limited to, will constitute an event for termination of this Agreement with immediate effect and without further

notice to you:

(i) You fail to make any payment when due under this Agreement, or to observe or perform any other provision of this Agreement and such failure continues for one (1) Business Day after notice of non-performance has been given by us;

(ii) We have reason to suspect fraud or that the security of the Sav Account or Regulated Third Party Provider Account has otherwise been breached;

(iii) We have reason to suspect that the Regulated Third Party Provider Account, Sav Account, any other product or service is being used in a way that is contrary to financial services and markets regulations, for market abuse, or for the furtherance of a financial crime including money laundering;

(iv) You fail to provide us with information that in our reasonable opinion we need to satisfy our obligations under any applicable laws, rules and regulations, whether relating to the prevention of financial crime or otherwise;

(v) We have reason to suspect that your Accounts are being used in a way that is contrary to sanctions related laws, rules or regulations.

(vi) You commence a voluntary case or other procedure seeking or proposing liquidation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law; or

(vii) An involuntary case or other procedure is commenced against you seeking or proposing liquidation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law.

14.4 To the extent we are permitted to do so by Applicable Regulations, we will contact you on the suspension of your Accounts promptly and seek to satisfactorily resolve the issue and will remove the suspension when we do so resolve the issue. We may be prohibited by law from contacting you or discussing details with you.

14.5 Existing Rights: Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14.6 The following clauses will continue in full force

(i) clause 17 (Exclusions, Limitations and Indemnity);

(ii) clause 20 (Governing Law and Jurisdiction); and

(iii) any other clauses agreed between us in relation to such Transactions.

## **EXCLUSIONS, LIMITATIONS AND INDEMNITY**

15.1 Sav gives no assurance or guarantee that the value of investments in your Regulated Third Party Provider Account, whether managed by Sav or yourself on a self-directed basis, will not go down or that the investment held in your Regulated Third Party Provider Account will generate profits or income, or that any investment or savings goals you may have (even where you have notified us of

them) will be achieved.

15.2 Sav will not be liable for any error of judgement or any loss suffered by you in connection with the services it provides to you under this Agreement (and in particular, but without limitation, Sav will not be liable for any loss which may be sustained in the purchase, holding or sale of any investments; in the application or receipt of any credit or financial products; or in the use of the Sav Card which was arranged for you in accordance with those services) unless such loss arises from negligence, wilful default, dishonesty or fraud by it or any of its employees. Sav will not be liable for any other losses suffered by you (which will include loss of profits, income or capital, costs, expenses, claims or damages) including losses arising from:

- (i) negligence, wilful default, fraud or insolvency of any other person;
- (ii) Sav carrying out or relying on instructions or on any information provided or made available to Sav by you, Regulated Third Party Provider, any appointed representative or agent of yours or any person duly appointed by Sav;
- (iii) market conditions or changes in market conditions; or
- (iv) any delayed receipt, non-receipt, loss or corruption of any information contained in email or for any breach of confidentiality resulting from email communication or any consequential loss arising from either of the foregoing.

15.3 Sav will not be liable for any consequential, special, indirect or speculative loss or damage, or loss of profits, loss of opportunity, goodwill or reputation suffered by you or any other person.

15.4 In particular, but without limitation, Sav will not be liable for any default of any counterparty, bank, sub-custodian, or any other entity which holds money, investments or other documents of title on behalf of you or with or through whom transactions are conducted for you. Sav will not be liable to you for any losses incurred by you as a result of the acts or omissions of the Regulated Third Party Provider, save to the extent that such losses are caused by Sav's negligence, wilful default or dishonesty in complying with clause 17.5.

15.5 The Sav Platform is provided "AS IS" on an "IS AVAILABLE" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). We and our licensors disclaim to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing, we do not warrant that our services, functions contained in or access to the Website and/or your Sav Platform and/or the dashboard or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Sav Platform or its contents are free of infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any systems or content of the Sav Platform in or with any computer will not affect the functionality or performance of the computer. We are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the Sav Platform.

15.6 The Sav Platform may contain links to other websites which are not maintained by us. Similarly, other websites may contain links to the Website. We have no control over such sites and resources, and you acknowledge and agree that we are not responsible for the availability or contents of those websites and will not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Sav Platform and does not imply our endorsement of the linked website or association with their



operators. We disclaim all responsibility and liability, direct or indirect, for any damage or losses (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at your own risks.

15.7 The content of the Sav Platform is only intended to provide you with general information and is neither an offer to sell nor a solicitation of an offer to purchase any security and may not be relied upon for investment purposes.

15.8 Any commentaries, articles, daily news items, public and/or private chat publications/communications, stock analysis, stock reports and/or other information contained in the Sav Platform should not be considered, or construed as, professional or investment advice, nor should be relied upon as such. The information contained within any commentaries, articles, daily news items, public and/or private chat publications/communications, stock analysis, stock reports and/or other information contained in the Sav Platform is not specific to your personal circumstances and should not be taken as advice or recommendation and, before taking any particular action, specific and personal advice must be obtained from an independent advisor of your choice.

15.9 Limitation of Liability: We will not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra-national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, market, clearing house, or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty of liability we may have to you under the regulatory system (as defined in the DFSA Rules), which may not be excluded or restricted thereunder.

15.10 Indemnity: You will pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your Accounts or any Transaction or any matching Transaction on a market or with an intermediate broker or as a result of any misrepresentation by you on any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

## **FORCE MAJEURE**

16.1 In the event of any failure, hindrance or delay in performance of Sav's obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances outside Sav's control, including, but not limited to acts or regulations of any governmental bodies or authorities or securities exchanges, any delay or changes in the market conditions, settlement system, a custodian refusing to act on Sav's instructions or the breakdown, failure, disruptions or malfunction of any telecommunications or computer service, except for Sav's own systems, Sav will have no liability for any loss or change in the value of the assets in the Regulated Third Party Provider Account or any opportunity loss incurred as a result of above failure or delay.

## **MISCELLANEOUS**

17.1 Amendments: We have the right to amend the terms of this Agreement. If we make any material

change to this Agreement, we will provide you with at least thirty (30) Business Days written notice to you. Such amendment will become effective on the date specified in the notice. For the avoidance of doubt, any amendment to the Subscription Fees will be deemed material. If you do not close your Accounts prior to the date on which you are notified that the changes will come into effect, you will be deemed to have agreed to the changes and they will apply to your Accounts. Any other amendment must be agreed in writing between us. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction or any legal rights or obligations which may already have arisen.

17.2 Assignment: Sav may on thirty (30) days' prior written notice (which may be via email to the email address provided to Sav by you), assign its rights and/or obligations under this Agreement to a third party selected by Sav, including by way of merger, consolidation or the acquisition of all or substantially all of Sav's business and assets relating to this Agreement, provided that; (i) doing so will not adversely affect your rights or obligations under this Agreement; and (ii) the assignee is to Sav's reasonable satisfaction able to provide an equivalent level of service and regulatory and commercial assurance.

17.3 Notices: Unless otherwise agreed, all notices, instructions and other communications to be provided by us under this Agreement will be given to the address or email provided by you. You will notify us of any changes to your address. All notices, instructions and other communications to be given by you to us under this Agreement will be given in writing using the details below or such other details as may be notified to you from time to time. Any and all notices shall be deemed given and effective on the date of transmission.

Address: Unit IH-00-01-02-OF-01, Level 2, Innovation One, DIFC, Dubai, United Arab Emirates, DIFC, Dubai, United Arab Emirates ("UAE")

Email: [support@sav.money](mailto:support@sav.money)

For the attention of: Legal & Compliance Department

17.4 Electronic Communication: Subject to Applicable Regulations, any communication between us using electronic signatures will be binding as if it were in writing. Orders or instructions provided to us via email or other electronic means will constitute evidence of the orders or instructions provided to us

17.5 Recording of Calls: In order to comply with our regulatory requirements, we are required to record telephone conversations relating to transactions. You consent to the recording of such telephone conversations and the use of such recordings and/or transcripts from such recordings for any purpose. The recordings and/or transcripts will be our sole property and you acknowledge and agree that they may be used as evidence of the orders or instructions that you provided.

17.6 Our Records: Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

17.7 Your Records: You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted.

17.8 Third Party Rights: This Agreement will be for the benefit of and binding upon us both and our

respective successors and assigns. You will not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause will be void.

**17.9 Time of Essence:** Time will be of the essence in respect of all your obligations under this Agreement (including any transaction).

**17.10 Rights and Remedies:** The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. We will be under no obligation to exercise any right or remedy either at all or in a manner or at any time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any transaction) or otherwise will operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

**17.11 Set-off:** Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set-off any amount (whether actual or contingent, present or future) owed by you to us against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

**17.12 Partial Invalidity:** If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**17.13 Language:** These Standard Terms are made in bilingual form with both English and Arabic text. If there is any discrepancy, conflict or contradiction between the English and Arabic texts, the English text will prevail.

## **GOVERNING LAW AND JURISDICTION**

**18.1 Governing Law:** A transaction which is subject to the rules of a market will be governed by the law applicable to it under those rules.

**18.2** This Agreement will be governed by and construed in accordance with the laws of the DIFC.

**18.3 Dispute Resolution:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be subject to the exclusive jurisdiction of the Courts of the DIFC. For disputes under AED 1,000,000 in value, the parties agree to exclusively hear the matter in the Small Claims Tribunal at the DIFC Courts.

## **INTERPRETATION**

**19.1 Defined Terms-** In this Agreement, the following terms have the meanings shown next to them:

- "Sav Platform" means the Sav mobile application, Sav's website or any other communication channels
- "Business Day" means a day which is not a Saturday or a Sunday and upon which banks are open for business in the United Arab Emirates.

- "DFSA" means Dubai Financial Services Authority.
- "DFSA Rules" means the subsidiary legislation made under the DIFC Regulatory Law 2004 by the Board of Directors of the DFSA or any other law applicable in the DIFC which is administered by the DFSA.
- "Professional Client" means as defined in the DFSA Rules.
- "Regulated Third Party Provider Account" means an account opened by you with a Regulated Third Party Provider.
- "Retail Client" means as defined in the DFSA Rules.
- "Subscription Fee" means the fees that are required to be paid by you to us on a monthly and/or annual basis for the duration of the subscription period.
- "Website" means Sav's website, as amended from time to time, which may be found at <https://sav.money>.

## Schedule 1

### Services Sav is Not Providing

I acknowledge and understand that:

- A. For Execution-Only services, I am responsible for determining the suitability of any particular investment strategy, transaction, or security. Sav has no responsibility for any such determination.
- B. Third-party content is not pre-screened by Sav, is not advice created or provided by Sav, and does not constitute a recommendation by Sav to buy, sell or hold any security or securities, and that Sav does not monitor or supervise any of the third-parties that post content to the public service, and no such third parties are Sav's supervised persons. Sav has no responsibility and will have no liability for content or any other third-party content whatsoever.
- C. Sav is not a bank. Sav Card is provided by Regulated Third Party Providers and Sav does not provide any interest on any unspent balances on the Sav Card.
- D. Plan to Buy is a feature of the Sav Card that helps users plan and buy from partner brands and merchants.
- E. Sav does not provide tax or legal advice.

## Schedule 2

### Conflict of Interests Document

This document sets out Sav Technologies Limited's ("Sav") obligation to effectively manage the conflicts of interest that may arise where it provides services to you in the course of carrying on regulated activities. This document is not intended to create third party rights or duties or form part of any contractual agreement between Sav and you.

A conflict of interest arises when the interests of Sav (including its Directors, employees, certain persons directly or indirectly connected to Sav) or another client conflict with the interests of its clients to whom Sav provides financial services.

The DFSA Rules require Sav to manage conflicts of interest fairly, both between itself and its clients and between a client and any other client. These requirements include:

- 1.1. Identification of conflicts: Sav is required to take all reasonable steps to identify conflicts of interest between itself and its clients, and between a client and another client, whose existence may entail a material risk of damage to the interest of that client;
- 1.2. Managing conflicts: Sav is required to maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps to prevent a conflict of interest from constituting or giving rise to a material risk of damage to the interest of its clients;
- 1.3. Record of conflicts: Sav is required to keep and maintain a record of the kinds of service or activity carried out by Sav in which a conflict of interest that entails a material risk of damage to the interest of its clients has arisen or may arise;
- 1.4. Disclosure of conflicts: Before providing services to a client, Sav is required to disclose to clients on a durable medium the nature and source of any conflict of interest that risks damage to the interest of the client and which are not avoided by Sav's organizational and administrative arrangements; and
- 1.5. Conflicts Policy: Sav is required to establish, implement and maintain a conflict of interest policy.

There are no "material conflicts of interest" between Sav and clients that may arise in connection with Sav's performance of services for clients.

**Schedule 3 : Sav Prepaid Card** *(available only for UAE residents)*

The **Sav Card Schedule ("Schedule 3")** forms an integral part of, and shall be read in conjunction with, the **Standard Terms and Conditions**. This Schedule governs your use of the Sav Card and applies to you if you have requested or consented to receiving a Sav Card through the Sav Platform.

In addition to this Schedule, the following documents are binding on you as a Sav Cardholder:

- the [Card Member Terms and Conditions](#) (also referred to as *Cardholder Terms and Conditions*), issued by NymCard Payment Services LLC ("NymCard");
- the applicable [Schedule of Charges \(SOC\)](#) / Card Pricing;
- the [Key Facts Statement \(KFS\)](#); and
- **all other disclosures**, notices and policies referenced in the Standard Terms and Conditions
- other terms and conditions made available by Sav through Sav's website or App. in regards to continued usage of Sav Card

Sav disclaims any liability for services provided by NymCard through the Sav App, and for any obligations or liabilities arising under NymCard's Card Member Terms and Conditions..

**Issuance and Licensing**

The Sav Card is issued by NymCard pursuant to a license by Visa. Visa is a registered trademark of Visa Inc. NymCard arranges and provides the Sav Card and is a regulated entity by the Central Bank of the UAE, holding a Category II License reference 08.01.02.001.2022.02 under the Retail Payment Services and Card Schemes Regulation ("RPSCS Regulation").

**Cardholder Acknowledgment**

By requesting or using the Sav Card, you acknowledge and confirm that:

- you have read, understood, and agreed to the Sav Card Key Facts Statement and the Card Member Terms and Conditions, which form a direct agreement between you and NymCard
- you acknowledge your additional contractual relationship with NymCard
- your identity verification (KYC) has been completed in accordance with NymCard's policies
- the Sav Card issued to you is personal, non-transferable, and may be canceled, repossessed, or revoked at any time for legal or compliance reasons, or upon breach of the Card Member Terms and Conditions.

**Statements:** Transaction statements are available on the Sav App and downloadable as PDFs for a minimum of six (6) months. Rewards earned on your Sav Card or through Sav partner campaigns will be displayed on the Sav Platform for a reasonable period.

**Campaigns**

Sav may introduce various promotional campaigns, including strategic initiatives and time-bound tactical offers, as value-added services for cardholders. These campaigns may be run with Sav's partners and will be governed by their respective Terms and Conditions, which will be communicated at the time of launch and be available on the Sav Platform.

**Schedule of Charges**

Sav may apply fees for certain interactions with the card product on its platform and generate income from card transactions. Sav may also charge a subscription fee associated with the usage of the platform. The applicable Schedule of Charges (SOC) for such fees and charges paid to Sav and its



partners are available at [here](#)

For any queries or to request a copy of your Card Member Terms and Conditions, please refer to the Sav App or website.

## Schedule 4

### Sav Wealth

**Sav Wealth** allows you to access and invest in U.S. stocks, exchange-traded funds (“ETFs”), and curated investment portfolios offered by licensed third-party providers through the Sav App. Sav works with Alpaca Securities LLC (“Alpaca”), a U.S.-based broker-dealer registered with the U.S. Securities and Exchange Commission (SEC) and a member of FINRA, to execute and clear transactions and to provide customer accounts.

### Associated Terms and Disclosures

This Sav Wealth Schedule (“Schedule 4”) forms an integral part of, and shall be read in conjunction with, the Standard Terms and Conditions of Sav Technologies Limited (“Sav”). This Schedule governs your use of the investment services available through the Sav Platform and applies to you if you have requested or consented to receiving such services.

In addition to this Schedule, the following documents are binding on you as a Sav Wealth consumer:

- [Sav’s Investment Terms and Conditions](#);
- the applicable terms and conditions of Alpaca and its affiliates and partners;
- the [Schedule of Charges](#) relating to the use of the Sav App for investment services; and
- all other disclosures, notices, and policies referenced in the Standard Terms and Conditions.

Before initiating the Know Your Customer (KYC) process, you must agree to the terms outlined by Alpaca which governs your use of Sav Wealth; and acknowledge that you have reviewed their product- and service-related disclosures.

### Key Disclosures:

- [Terms and Conditions](#)
- [Privacy Notice](#)
- [Use and Risk Disclosures](#)
- [Payment for Order Flow \(PFOF\)](#)
- [Margin Disclosure Statement](#)
- [Extended Hours Trading Risk](#)
- [Business Continuity Plan Summary](#)
- [Form CRS](#)

Full Disclosures Index: A complete and updated list of Alpaca’s disclosures and terms can be found at <https://alpaca.markets/disclosures>

Investing in securities involves risks including the risk of loss of principal. Past performance is not indicative of future results. You should carefully consider your investment objectives and review all disclosures before engaging in any investment activity through Sav Wealth.

Sav disclaims any liability for services provided by Alpaca and its Affiliates and Partners through the Sav App and for any obligations arising under Alpaca terms and conditions and disclosures.