

# Terms of Service

These website terms of use set out the terms between you and us under which you may access our website <https://scorpion.casino> (“our site”). These website terms of use apply to all users of, and visitors to, our site. By using our site, you are accepting and agreeing to be bound by these website terms of use, our Cookie Notice and our Privacy Policy. If you do not agree to the terms of these documents, please refrain from using our site immediately. Our site is operated by Scorpion. (“we or us”). We reserve the right to modify or amend these website terms of use, our site or any content on our site from time to time, including for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of our site. You are advised to check our site and these website terms of use periodically to ensure that you are aware of and are complying with the current version. Changes are binding on users of our site and will take effect immediately from posting of the revised documentation on our site. You agree to be bound by such variation and your continued use of our site shall constitute your acceptance of such variation. If you elect to become a seller or investor with us, you must comply with our Seller Terms or Investor Terms, as applicable. These website terms of use should be read alongside and shall apply in addition to our Seller Terms or our Investor Terms (all made available during our registration process).

## Prohibited Uses

You may use our site only for lawful purposes. You may not: use our site in any way that breaches any applicable local, national or international law or regulation; use our site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

use our site for the purpose of harming or attempting to harm minors in any way; use our site to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below; use our site to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or use our site to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

use our site in any manner that could, or could reasonably be expected to, damage or overburden any of our servers, or any network connected to any of our servers; use our site in any manner that would, or could reasonably be expected to, interfere with any other party’s use of the Website or which is, or which is likely to be, in contravention of any applicable laws or any party’s rights or legal entitlements under any applicable laws;

use any robot, spider, screen scraper, data aggregation tool or other automatic device, routine or process (Automated Process) to process, monitor, copy or extract any web pages on our site, or any of the information, content or data contained within or accessible through our site, without our prior written permission; use any Automated Process to aggregate or combine information, content or data contained within or accessible through our site with information, content or data accessible via or sourced from any third party;

use any Automated Process to interfere or attempt to interfere with the proper working of the Website or any transaction or process being conducted on or through our site; post upload to, transmit, distribute, store, create or otherwise publish or make available through our site any content that is false, misleading, erroneous, fraudulent or is otherwise likely to cause confusion to users of our site or content which is unlawful, libellous, defamatory, offensive to any religious or moral groups, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to our site; attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site; attempt to attack our site via a denial-of-service attack or a distributed denial-of-service attack;

reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetic formula or processes in respect of the software underlying the infrastructure and processes associated with our site; or copy, reproduce, alter, modify, create derivative works from, or publicly display, any part of any content from our site without our prior written permission.

Your use of our site in violation of these website terms of use may result in, among other things, termination or suspension of your rights to use our site and we may, in our sole discretion, report a breach of any such obligation which is also a breach of the applicable law to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Content Standards**

These content standards apply to all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole. Contributions must: be accurate (where they state facts); be genuinely held (where they state opinions); and comply with applicable law in any country from which they are posted Contributions must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be

likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from us, if this is not the case; or

advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse. Disclaimer and Risk Warning Our site is a marketplace that allows you to invest directly in a property provided by third parties. As a marketplace, we do not own or sell the properties or investment opportunities which are displayed on our site. You acknowledge and agree that no content published on our site constitutes a recommendation that any particular investment, portfolio of investments, transaction, or investment strategy is suitable or advisable for you or any other specific person. You further understand that neither we nor any of the information providers, their affiliates nor any third parties will advise you personally concerning the nature, potential, advisability, value or suitability of any particular investment, portfolio of investments, transaction, investment strategy, or other matter. The content and material available on our site are for informational purposes only and are not intended to address your particular requirements. In particular, the content and material available on our site does not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services, other than what is permitted under our DFSA license to operate a Property Investment Crowdfunding Platform, and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other decisions. We recommend that you seek independent advice from a financial advisor before making any such decision. The value of investments and the income derived from them can fluctuate, and you may not necessarily recover the amount you invested. Past performance of an investment is not necessarily a guide to its future performance. It may be difficult for you to sell or value certain investments or to obtain reliable information about their value or the extent of the risks to which they are exposed.

You acknowledge and agree that prices, descriptions and other financial data made available on our site is compiled from third party sources believed to be reliable, and where possible such data is verified by us as far as is commercially possible. Notwithstanding this, you acknowledge and agree that the calculations, profiles and data available on our site are made using such third-party data, and that neither such data nor such calculations are guaranteed by these sources, by us, nor by the information providers or any other person or entity and may not be complete or accurate. You acknowledge and agree that returns advertised by us on our site are indicative only and are subject to economic, business factors and other factors outside of our control and we do not guarantee that the returns advertised will be available to you at any point in time.

Nothing included on our site constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction. From time to time, reference may be made on our site to prior investments or data we have published. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

## **Disclaimers of Warranties**

Our site is provided “as is,” without any express or implied warranties of any kind. We and our affiliates, agents, and licensors cannot and do not warrant the accuracy, reliability, quality or completeness of the information provided on our site nor that the services provided via our site will be timely, non-infringing, of merchantable quality or fit for a particular purpose, and we hereby disclaim any and all such express or implied warranties, except those that cannot be lawfully excluded. Although we make every effort to ensure that the services offered on our site are available consistently, the nature of the Internet means that we cannot guarantee our site’s availability. We do not warrant that the provision of our site or any part of it will be available, uninterrupted or error free, that defects in our site will be corrected, or that our site will be free of viruses or other harmful components. We will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including without limitation any financial losses) which you may incur as a result of using our site, or as a result of the site or any part of it being unavailable at any time for whatever reason. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

You are solely responsible for obtaining telecommunications access to our site and for any fees (such as internet service provider or airtime charges) relating to such access. Similarly, you are solely responsible for all equipment necessary for you to access our site and for implementing and maintaining antivirus software on your computer.

Information transmitted via our site will pass over public telecommunications networks. We accept no liability if communications sent via our site are intercepted by third parties, delayed or incorrectly delivered or not delivered.

## **Means of Access**

Our site is generally intended to be viewed by a conventional web browser with a screen resolution of 1024 by 768 pixels or greater. Although you may use other means to access our site, be aware that our site may not appear accurately through other access methods. You must not access our site through devices or services that are designed to provide high-speed, automated, repeated access. Certain parts of our site are protected by passwords or require a login. You must not obtain or attempt to obtain unauthorized access to such parts of our site, or to any other protected materials or information, through any means not intentionally made available by us for your specific use.

## **Eligibility and Registration**

In order to access our site, you must be a minimum of eighteen (18) years old (measured according to the Gregorian calendar) and have full legal capacity. You warrant, represent and undertake that you possess the legal right and experience, knowledge and ability to access and use our site in accordance with these website terms of use. In order to access our services and certain restricted parts of our site you are required to register as either an investor or seller. Please note that an application to register as both an investor and a

business may be rejected. To become an investor or seller you will be required to follow a registration process. Firstly, you will be required to submit some basic details about yourself (including your name and email address) and shall be prompted to choose a unique username and password and may be asked to provide answers to certain security questions. These are the methods used by us to identify you and so you must always keep them secure. You will then be required at this point to submit detailed information about either yourself or the property you wish to sell, as applicable. We will also require you to provide proof of identity and proof of your current address, (or that of the relevant business' directors, partners, or representatives as appropriate) to comply with our anti-money laundering obligations. Applications to become sellers and investors on our site will be subject to an approval process and may be accepted or rejected by us in our sole discretion. You warrant, represent, and undertake that the information you provide about yourself during the registration process is accurate, current and complete. Please see our Privacy Policy for further information on our processing of your personal data.

## Your Login Details

Each time you log in to our site you will need to enter your email address and password and you may be required to answer one or more security questions. Your username and password are unique to you and are not transferable.

You are responsible for all information and activity on our site by anyone using your username and password. Accordingly, you must take steps to protect the confidentiality of your username and password and you must notify us immediately if you become aware of any disclosure, loss, theft, or unauthorized use of the same. Notwithstanding the above, you: may not transfer or resell your username or password to any third party; and agree to notify us at [info@scorpion.casino](mailto:info@scorpion.casino) if you become aware of any possible unauthorized use(s) of your username or password or any possible breach of security, including loss, theft, or unauthorized disclosure of your username or password.

If you authorize an employee, sub-contractor or agent to use your login details you will be responsible for their activity on our site. We reserve the right not to act on your instructions where we suspect that the person logged into your account is not you or we suspect illegal or fraudulent activity or unauthorized use.

## Links to and from other sites

You may, through hypertext or other computer links, gain access from our site to websites operated by persons other than us. Such hyperlinks are provided for your reference and convenience only and are the exclusive responsibility of such website's owners or operators. You acknowledge and agree that we do not endorse and are not responsible for the content or operation of such websites, and that we do not make any representations or warranties in relation to such websites, including without limitation that the content of such websites does not infringe the rights of any third parties or any applicable law. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result

of such external website material causing any damage, costs, injury or financial loss of any kind.

Our site must not be framed on any other site, nor may you create a link to any part of our site. We reserve the right to withdraw linking permission without notice. We assume no responsibility for the use of, or inability to use, any third party software or other materials on the site and shall have no liability whatsoever to any person or entity for their use of, or inability to use, any such third party software or materials. Limitation of liability and Indemnity You use our site entirely at your own risk. Neither we nor any of our affiliates, agents, officers, employees, suppliers or licensors will be liable to you or anyone else for any: inaccuracy, delay, interruption in service, error or omission, regardless of cause or for any damages as a result; decision made or action taken or not taken by you in reliance on our site or its content; damages, including, without limitation, any direct, indirect, incidental, consequential, special, punitive, exemplary or similar damages, regardless of the theory of liability and even if advised of the possibility of such damages in advance;

loss or injury resulting from use of the content of our site, in whole or part, whether caused by negligence or contingencies beyond our control in procuring, compiling, interpreting, reporting or delivering our site and its content or otherwise; losses, damages, liabilities, claims or expenses (including without limitation to legal costs and defense or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to your use of our site or its content, howsoever caused, whether in contract, tort (including negligence), statute or otherwise; or loss resulting from a cause over which we do not have control.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Our total liability to you in connection with these website terms of use, and any other terms you may subscribe to in connection with your use of our site, shall not exceed AED 10,000.

All exclusions and limitations of liability set out in these website terms of use shall apply to the fullest extent permissible under the applicable law. You shall indemnify us in full in respect of any liability incurred by us for any loss, cost, damage, or expense howsoever caused, or suffered by us as a result of your breach of these website terms of use. Where you use our site inappropriately or maliciously, you agree that you will indemnify us against any losses suffered by us or any third parties as a result of or in connection with such use.

## **Availability of the site**

As electronic services are subject to interruption or breakdown, access to our site is offered on an “as is” and “as available” basis only.

We reserve the right to limit the availability of our site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of our site, at any time and in our sole discretion. We may, at our sole discretion, impose limits or restrictions on the use you may make of our site. Further, for commercial, security, technical, maintenance, legal or regulatory reasons, or due to any breach of these website terms of use, we may

withdraw our site or your access to our site, or suspend such access, at any time and without notice to you. Intellectual property rights All remarks, suggestions, ideas, materials or other information (excluding data) provided by you through our site will forever be our property. You acknowledge that you are responsible for any submissions provided through your username or password, and you, not us, have full responsibility for such submissions, including their accuracy, legality, reliability, appropriateness, originality and copyright. Notwithstanding the foregoing, we have the right to refuse to post, remove, edit or abridge any submission for any reason and to disclose any submission as we deem necessary, including without limitation to achieve compliance with any applicable law, regulation, legal process or governmental request, all in our sole discretion.

We own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to our site.

If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents, now or in the future, as we may reasonably request in order to assign such intellectual property rights back to us.

You shall retain ownership of all copyright in data you upload or submit to our site. Without prejudice to our rights and obligations in relation to your personal data as set out in detail in our Privacy Policy , you grant us a world-wide, perpetual, exclusive, royalty-free, non-terminable license to use, copy, distribute, publish and transmit such data in any manner.

We do not warrant or represent that the content of our site does not infringe the rights of any third party. We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or their right to privacy. We have the right to remove any material or posting you make on our site at any time.

## **Copyrights and trademarks**

Our site and its content are our property or the property of our licensors and are protected by copyright, trademark, patent and other applicable laws.

Except where necessary for and incidental to personally viewing our site through your web browser, or as permitted by these website terms of use, no part of our site may be reproduced, stored (for any period of time) in an electronic or any other retrieval system, modified, adapted, uploaded to a third party location, framed, performed in public, or transmitted, in any form by any process whatsoever, without our specific prior written consent.

## **Confidentiality**

You undertake that you shall not at any time after you have been provided a unique user name by us, divulge or communicate to any person (except to professional representatives or advisers or as may be required by law or any legal or regulatory authority) any Confidential Information, and will use best endeavours to prevent the unauthorised publication or disclosure of any Confidential Information, and will only use such Confidential Information for the purposes of proposing, considering or making transactions through our site. Confidential Information for these purposes of this clause shall include all information in whatever form (including in visual, oral or electronic form) relating to us or any investor or seller (including all investor or business profiles) or an individual or a company that was previously an investor or a seller, which is provided or disclosed through our site (or to any employees or agents) in connection with the use of our site.

## **Suspension and termination**

We will determine, in our sole discretion, whether there has been a breach of these website terms of use through your use of our site. Where a breach of these website terms of use has occurred, we may take such action as we deem appropriate. We may terminate either or both of your log-in details and your access to our site for any or no reason, at any time, with or without notice to you and without incurring any liability to you, however that liability may arise. We exclude liability for actions taken in response to breaches of these website terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate. All restrictions and all disclaimers and exclusions and limitations of our liability will continue to apply during suspension and will survive any termination. Upon suspension or termination, you must not directly or indirectly access or use our site.

## **General terms**

If we fail to insist on your strict performance of these website terms of use or if we fail to exercise any of our rights or remedies to which we are entitled under these website terms of use, or any other document referred to herein, this will not amount to a waiver of such rights or remedies, nor will it relieve you of your obligations under these terms and conditions. No full or partial waiver of any such right or remedy shall restrict us from exercising that right or remedy, or any other right or remedy, in the future.

If any of these website terms of use or any provisions of any other document featured as part of your relationship with us are determined by a competent authority to be invalid, unlawful or unenforceable, to any extent, then such term or condition will be severed from the remaining terms and conditions which will continue to be valid, as far as permitted by Cayman Islands law.

Nothing in these website terms of use is intended to or will be used to establish any partnership or joint venture between the parties, nor authorize any party to make any commitments for or on behalf of any other party.



You should take your own tax advice. No warranty or representation is made in relation to your tax position, which will apply to you following the making of any investment. Any notice or other communication given by either party to the other in connection with these website terms of use shall be in writing and delivered by hand or sent by pre-paid first class post (or an equivalent next day delivery service) to that party's registered address (if a company) or its principal place of business or residential address (if an individual), or sent by e-mail to the e-mail address notified to the other party. Our e-mail address for the service of notices is info@scorpion.casino Any notice or other communication will be deemed to have been received if delivered by hand, on signature of delivery receipt or at the time the notice is left at the proper address, or if sent by email, at 9.00 am on the next working day after it is sent or if sent by post (or other delivery service) on the second working day after posting. All correspondence and communication between you and us will be in the English language.

Any dispute or claim arising out of or in connection with our site, these website terms of use or their subject matter or formation will be governed by Cayman Islands law and such disputes or claims will be subject to the non-exclusive jurisdiction of the Cayman Island Courts.

These website terms of use and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations or agreement relating to this subject matter.

## **Changes to these website terms of use**

We may revise these website terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these website terms of use may also be superseded by provisions or notices published elsewhere on our site.