

Atium Limited – Terms of Use

01 March 2021

1. General Terms of Use

Before engaging in any transaction with, or using any website or service provided by Atium Limited, please read this Terms of Use (this “Agreement”) carefully and in its entirety.

Atium Limited is a Private Company Limited by Shares and is classified as a Tech Start-up by Abu Dhabi Global Markets (“ADGM”). Our Registration number is 000003711 and our registered office is located at DD-14-124-009, 14, WeWork Hub71, Al Khatem Tower, ADGM Square, Abu Dhabi, United Arab Emirates.

Throughout this Agreement references to (i) “we”, “our” and “us” is to Atium Limited and any of our subsidiaries or affiliates; and (ii) “you” and “your” is to the institution you represent, registered with Atium Limited and you as a natural person, as applicable.

This Agreement sets forth the terms and conditions that apply to and govern

- (i) your relationship with Atium Limited
- (ii) your access and use of the website located at www.LoansDiscovery.com (the “Atium Limited Website”), which is the trade name of Atium Limited; and
- (iii) any service provided by Atium Limited (an “Atium Limited Service”).

In addition to your execution and delivery of Atium Limited Registration Agreement upon which your access to and use of non-public areas of Atium Limited Websites or Atium Limited Service is conditioned, your use of any Atium Limited Service also constitutes your continuing agreement to be bound by the terms and conditions contained in this Agreement, any fee schedule and any additional terms and conditions to which you have agreed with Atium Limited.

Your use of any Atium Limited Website or Atium Limited Service is governed by the current version of this Agreement in effect on the date of such use. Atium Limited may in its sole discretion modify this Agreement at any time and from time to time and Atium Limited will advise of you of such modifications by providing you a notice by electronic means in advance and by posting the revised agreement on the Atium Limited Website. You agree that the posting by us of the revised terms of use agreement on any Atium Limited Website shall constitute actual notice to you of the revised Agreement then in effect.

Furthermore, by using and accessing any Atium Limited Website or Atium Limited Service, you acknowledge and agree to review the current version of this Agreement prior to or at the initiation of each such use. Your continued use of and access to any Atium Limited Website or Atium Limited Service constitutes your acknowledgement of, and agreement to, the then current version of this Agreement.

Please also note that the terms and conditions of this Agreement are in addition to any other agreements between you and Atium Limited, including the Atium Limited Registration Agreement, and any other agreements that govern your use of products, services, content, tools, and information available on Atium Limited Websites or Atium Limited Service.

Atium Limited may, in its sole discretion, discontinue or change any product or service described in or offered on any Atium Limited Website or Atium Limited Service at any time. If you do not agree with any of the terms and conditions of this Agreement, do not use or access any Atium Limited Website or Atium Limited Service.

2. ATIUM LIMITED IS NOT A REGULATED FINANCIAL SERVICES PROVIDER

For the avoidance of doubt it is made clear that Atium Limited, as on date of this Terms of Use, DOES NOT OFFER any form of regulated financial activities and/or services.

3. Fees

Your use of any Atium Limited Website or Atium Limited Service may be subject to paying certain fees and commissions to Atium Limited. From time to time, Atium Limited may in its sole discretion deliver to you fee schedules setting forth the fees, discount and commissions associated with your use of certain Atium Limited Websites or Atium Limited Services.

4. Website Access and Control

a) *General*

Atium Limited reserves the right, in its sole discretion, without any notice requirement, to change, improve or correct the information, materials and descriptions on any Atium Limited Website or Atium Limited Service and to suspend and/or deny access to any Atium Limited Website or Atium Limited Service for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

b) *Registration and Access*

Certain Atium Limited Services, and certain pages of Atium Limited Website, are available only to registered users who have been authorized by Atium Limited to access those services and web pages. Such authorization requires the execution of an Atium Limited registration agreement.

Only registered users of any Atium Limited Website with valid user identification and password are authorized to access such services and web pages. Atium Limited reserves the right to change the requirements to access any portion of any Atium Limited Website or to use any Atium Limited Service in its sole discretion, including changes that may result in you no longer having access to certain portions of an Atium Limited Website or the use of certain Atium Limited Services.

Your access to any Atium Limited Website may be as an institution with a single registered user or in connection with an institution which contains multiple registered users. The terms and conditions of this Agreement apply to each user and the actions taken by or with respect to each user are the actions or failures to act of the entire account taken as a whole.

c) *Right to revoke Access*

Atium Limited reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of any Atium Limited Website or Atium Limited Service at any time if there is failure to honour fees due and payable to Atium Limited. You agree that Atium Limited shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

We further reserve the right to suspend or cancel your registered username and/or password, if we suspect, in our sole discretion, that it is being used:

- (i) in an unauthorized or fraudulent manner or
- (ii) by an unauthorized person.

d) *No Transferability of Access*

Your right to access and use any Atium Limited Website or Atium Limited Service, including your user identification and password, is personal to you and is not transferable by you to any other person.

e) *Additional Users*

Upon your request to Atium Limited, Atium Limited shall

- (i) provide you, after a reasonable opportunity to review, a new user identification or password, as applicable, to access Atium Limited Websites or Atium Limited Services; and
- (ii) remove, after reasonable opportunity to review and to act, users associated with your account at any Atium Limited Website or Atium Limited Service.

f) *User Identification & Password Maintenance*

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your user identification, allows you to access certain Atium Limited Websites.

Your user identification and password, together with other contact information, including business address and email address you provide comprise your "Registration Information". By providing Atium Limited with your Registration Information, and, in particular, your email address, you agree to receive all notices electronically to the e-mail address provided. It is your responsibility to update or change that address from time to time to ensure its correctness.

If you become aware of any unauthorized use of your Registration Information, you agree to notify Atium Limited immediately. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your user identification and password. Any transaction, action or omission to act occurring on any Atium Limited Website or Atium Limited Service through the use of your user identification and password shall be considered to have been made by you and any communication that Atium Limited receives under your user identification and password shall be considered to have been made by you.

5. Your obligations for proper use of Atium Limited Services

a) *No unauthorized use*

Unauthorized use of any Atium Limited Website or any Atium Limited Service or our computer systems or networks, including unauthorized entry into our computer systems or networks or any Atium Limited Website, misuse or sharing of user identifications or passwords or misuse of any other information, is strictly prohibited.

You may not attempt to use any Atium Limited Website or Atium Limited Service in any manner that could damage, disable, overburden, or impair any Atium Limited Website or Atium Limited Service or interfere with any other party's use and enjoyment of any Atium Limited Website or Atium Limited Service.

You agree that you will not:

- i. Use or attempt to use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any Atium Limited Website or Atium Limited Service or any portion of any Atium Limited Website, without Atium Limited express written consent, which may be withheld in Atium Limited sole discretion;
- ii. Post or transmit or attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of any Atium Limited Website or Atium Limited Service; or
- iii. Decipher, decompile, disassemble, reverse-engineer or attempt to do any of the foregoing to any of the software comprising or in any way making up a part of any Atium Limited Website or Atium Limited Service.

b) *No Unlawful or Fraudulent Use*

As a condition of your use of any Atium Limited Website or Atium Limited Service, you represent and warrant to, and agree with, Atium Limited that you will not use any Atium Limited Website or Atium Limited Service for any purpose that is unlawful, fraudulent, in contravention of any other agreement or prohibited by this Agreement, or that could give rise to any civil or criminal liability.

c) Conform to All Federal and Local Laws & Regulations

You agree that you will not engage in any activities related to any Atium Limited Website or Atium Limited Service that are contrary to applicable laws or regulations, including any Federal or local law or regulations.

6. Communication Services available on Atium Limited Websites

Atium Limited Websites and Atium Limited Services may contain chat areas or other message or communication facilities (collectively, "Communication Services") designed to enable you to communicate with others users of Atium Limited Services.

You agree to use the Communication Services only to post, send and receive information, messages and material that are proper to the authorized uses of any Atium Limited Websites or Atium Limited Service, including. Furthermore, you will not:

- i. Advertise or offer to sell or buy any goods or services for any business purpose (other than the sale of loans);
- ii. Forward chain messages, images, video messages or voice messages.
- iii. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- iv. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- v. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- vi. Restrict or inhibit any other user from using and enjoying the Information Services, any Atium Limited Website and Atium Limited Service;

Atium Limited has no obligation to monitor the Communication Services. However, Atium Limited reserves the right to review and remove any information or communication in its sole discretion. Atium Limited does not control or endorse the content, messages or information found in any Communication Service and, therefore, Atium Limited specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in or use of any Communication Service.

7. Information Generated or Provided by You

You are solely responsible for all content you submit to any Atium Limited Website or Atium Limited Service

By submitting any information or material on any Atium Limited Website, you represent that you have all necessary rights and hereby grant Atium Limited a perpetual, worldwide, non-exclusive, royalty-free, sub licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with any Atium Limited Website or Atium Limited Service and its business, including for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels.

You also hereby grant each user of any Atium Limited Website a non-exclusive, royalty free, non-transferable license, to access your posted content through any Atium Limited Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of any Atium Limited Website or Atium Limited Service and under and subject to this Agreement.

Subject to our Privacy Policy, you agree that any information or material submitted by you or any action you take may be aggregated and compiled by Atium Limited and used and sold by Atium Limited,

including the use and sale of analytics based on the aggregated and compiled information submitted to Atium Limited through any Atium Limited Website or Atium Limited Service. You further agree that you are not entitled to share in any fee, commission or revenue generated by Atium Limited due to these activities.

8. Accuracy

You represent and agree to submit accurate information regarding your Registration Information and, to the best of your knowledge, any other information or material you provide to any Atium Limited Website or Atium Limited Service, including, to the extent you seek to enter into any transaction regarding a loan, information regarding that loan, including information regarding the borrower. You represent and agree to update your Registration Information and any other information or material you provide to any Atium Limited Website Site or Atium Limited Service, including regarding any loan or borrower, as soon as you become aware of any error, mistake, misrepresentation or change so to ensure that it is accurate to the best of your knowledge.

9. Information Available on Atium Limited Websites or through Atium Limited Services

Atium Limited is not responsible for, does not perform any due diligence on, and shall not be liable for any information or material provided on any Atium Limited Site or through any Atium Limited Service by any user, including any information regarding any user, any borrower or loan on any Atium Limited Site or available through any Atium Limited Service.

Atium Limited has no obligation to correct, complete or ensure the timeliness of any information or material provided by any user on any Atium Limited Site; provided, however, Atium Limited will make commercially reasonable efforts to correct errors caused by Atium Limited. The information and materials on any Atium Limited Site may contain typographical errors or inaccuracies. Any information is published as of its date only, and Atium Limited does not undertake any obligation or responsibility to update or amend any such information.

10. Disclaimers and Warranties

The content of any Atium Website and all services and products associated with any Atium Limited Service or otherwise provided by Atium Limited are provided to you on an “as-is” and “as available” basis. Except as explicitly set forth herein, Atium Limited makes no representations, warranties or guarantees of any kind, express or implied,

- i. as to the operation of any Atium Website or Atium Limited Service, fitness for any particular purpose or noninfringement of those operations; or
- ii. as to the content provided on any Atium Website or received through any Atium Limited Service including with respect to the accuracy, reliability or completeness of the content on any Atium Website or any Atium Limited Service, whether such content is provided by Atium Limited or by a user of any Atium Website or Atium Limited Service, and Atium Limited expressly disclaims any representations, warranties or guarantees of any kind, express or implied, of noninfringement or fitness for a particular purpose of that content.

You expressly agree that your use of any Atium Website or Atium Limited Service is at your sole risk

11. Severability

Any provision of this Agreement that is prohibited or unenforceable shall, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof

12. Governing Law

This Agreement and your obligations hereunder, shall be governed by, and construed and interpreted in accordance with the laws of Abu Dhabi Global Markets. You hereby agree submit to the exclusive jurisdiction of the courts of Abu Dhabi Global Markets in any action suit or proceeding based on or arising under this Agreement.