

TERMS OF USE

CRESCO TECHNOLOGIES LTD

Effective Date: 02.06.2026 | Version 1.0

NOTICE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM. BY REGISTERING AN ACCOUNT OR USING ANY FEATURE OF THE PLATFORM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE PLATFORM.

REGULATORY NOTICE

[PLATFORM NAME] IS A TECHNOLOGY PROVIDER AND IS NOT A REGISTERED INVESTMENT ADVISOR, BROKER-DEALER, OR FINANCIAL SERVICES ENTITY. THE PLATFORM DOES NOT PROVIDE FINANCIAL ADVICE, EXECUTE TRADES, OR ROUTE ORDERS TO EXCHANGES. ALL INVESTMENT ADVICE IS PROVIDED INDEPENDENTLY BY THIRD-PARTY PARTNER ADVISORS, AND ALL TRADE EXECUTION IS HANDLED EXCLUSIVELY BY INTERACTIVE BROKERS. THE TRANSMISSION OF DATA VIA API IS A TECHNICAL SERVICE AND DOES NOT CONSTITUTE THE REGULATED ACTIVITY OF ARRANGING DEALS IN INVESTMENTS.

1. Definitions

In these Terms of Use, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

"Platform" means the digital platform operated by CRESCO TECHNOLOGIES LTD, accessible via the Company's website and any associated mobile or desktop applications, through which Users may access investment profiling tools, view information about Partner Advisors, enter into agreements with Partner Advisors, and receive portfolio analytics and AI-generated summaries and investment advices from user selected Partner Advisors

"Company" means CRESCO TECHNOLOGIES LTD, a company incorporated in the UAE, registration number 37097, whose registered address is 4391ResCo-Work05, Floor. 43, Addax Port Office Tower, Al Rayfa Street, Abu Dhabi, Al Reem Island, United Arab Emirates.

"User" means any individual who registers an account on the Platform and accesses or uses any of its features, whether as a prospective or active investor.

"Partner Advisor" means a licensed investment adviser, asset manager, or other regulated financial services entity that has entered into a separate agreement with the Company and offers its services to Users through the Platform.

"Advisory Agreement" means the agreement entered into directly between a User and a Partner Advisor through the Platform, governing the provision of investment advisory or portfolio management services by such Partner Advisor to such User.

"Interactive Brokers Account" means a brokerage account held by a User with Interactive Brokers LLC or any of its affiliates ("IB"), which a User may connect to the Platform to enable display of portfolio and transaction data.

"Investment Profile" means the set of information and preferences collected from a User during the onboarding process, including investment objectives, risk tolerance, investment horizon, experience, source of funds, and related data, used to facilitate matching with appropriate Partner Advisors.

"AI Summary" means the automated, AI-generated analytics summary provided to a User in connection with their connected portfolio, produced using anonymised data processed through a third-party AI provider.

"Content" means all text, graphics, data, investment ideas, reports, tools, and other materials made available on the Platform, excluding User Data.

"User Data" means all personal information, investment profile data, and other data submitted or generated by a User in connection with the use of the Platform.

"Restricted Jurisdiction" has the meaning given in Clause 3.2.

"ADGM" means the Abu Dhabi Global Market, a financial free zone established pursuant to UAE Federal Law.

"FSRA" means the Financial Services Regulatory Authority of the ADGM.

2. Acceptance of Terms

2.1 These Terms of Use ("Terms") govern your access to and use of the Platform. By creating an account or otherwise accessing the Platform, you enter into a binding legal agreement with the Company on the basis of these Terms.

2.2 These Terms should be read together with the Company's Privacy Policy and Disclaimer, each of which is incorporated herein by reference and forms part of the overall agreement between you and the Company.

2.3 The Company reserves the right to amend these Terms at any time in accordance with Clause 17. Your continued use of the Platform following notification of any amendment constitutes acceptance of the revised Terms.

3. Eligibility and Restricted Jurisdictions

3.1 Eligibility Requirements

To register and maintain an account on the Platform, you must:

- be at least 18 years of age;
- have the full legal capacity to enter into binding contracts under the laws applicable to you;
- not be a resident, citizen, or national of a Restricted Jurisdiction (as defined in Clause 3.2); and
- not be accessing the Platform in breach of any applicable law or regulation in your jurisdiction of residence.

3.2 Restricted Jurisdictions

Access to and use of the Platform is not permitted for persons who are:

- residents or nationals of the United States of America or any of its territories or possessions, or persons otherwise subject to the jurisdiction of the U.S. Securities and Exchange Commission or the U.S. Commodity Futures Trading Commission;
- physically located or resident in the Russian Federation, Ukraine, the Republic of Belarus, at the Company's discretion;
- residents, nationals, or persons physically located in any country subject to comprehensive international sanctions, including but not limited to the Democratic People's Republic of Korea, the Islamic Republic of Iran, the Syrian Arab Republic, and the Islamic Emirate of Afghanistan; or
- located in any other jurisdiction where the use of the Platform or any of its features would be prohibited or restricted by applicable law.

The foregoing list of Restricted Jurisdictions may be updated by the Company from time to time, and the most current version shall be available on the Platform.

3.3 Geographic Verification

By creating an account, you represent and warrant that you are not located in, or a resident or national of, any Restricted Jurisdiction. The Company relies on self-declarations made by Users during the registration and onboarding process to verify geographic eligibility. The Company reserves the right, at its sole discretion, to restrict or terminate access to the Platform for any User who, in the Company's reasonable assessment, accesses the Platform from or is otherwise connected to a Restricted Jurisdiction.

4. Nature of the Platform — No Financial Services

4.1 Technology Platform Operator

The Company operates the Platform solely as a technology infrastructure provider and digital platform operator. The Company does not hold any licence issued by any financial regulatory authority, and does not provide, and is not authorised to provide, any of the following services:

- investment advice or personalised investment recommendations;
- portfolio management or discretionary asset management;
- execution, clearing, or settlement of financial transactions of Users, nor acting as a broker-dealer or order-execution facility;
- custody or safeguarding of client assets; or
- any other regulated financial service.

4.2 Role as Technical Intermediary

The Platform serves as a neutral technology infrastructure that enables Users to: (i) complete an investment profiling process; (ii) view and compare information about Partner Advisors; (iii) execute Advisory Agreements directly with Partner Advisors; (iv) connect their Interactive Brokers Account to display portfolio and transaction data; and (v) receive AI-generated portfolio summaries for informational purposes; (vi) receive investment advice from Partner Advisors, approve such advice, and technically transmit corresponding trade order instructions to their connected Interactive Brokers Account via API. In performing these functions, the Company acts solely as a technical intermediary.

4.3 No Advisory Relationship

The Company does not act as your investment adviser, broker, fiduciary, or agent. Nothing on the Platform, including but not limited to Investment Profile outputs, AI Summaries, or the display of Partner Advisor information, constitutes investment advice, a recommendation to buy or sell any financial instrument, or a solicitation to enter into any investment transaction. All financial and investment decisions are made solely by you and/or your chosen Partner Advisor.

4.4 Partner Advisor Responsibility

All investment advisory, portfolio management, and related regulated services accessible through the Platform are provided exclusively by Partner Advisors, each of whom is an independent, separately licensed entity. Partner Advisors are solely and exclusively responsible for the suitability, appropriateness, legality, and quality of all investment advice, recommendations, and services they provide to Users, including all applicable regulatory disclosures and client suitability assessments required under the laws of their respective licensing jurisdictions.

5. User Registration and Account

5.1 Account Creation

To access the full functionality of the Platform, you must register an account by providing a valid email address and completing the verification and onboarding process as described in Clause 6. By registering, you represent that all information you provide is accurate, current, and complete.

5.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify the Company immediately at info@joincresco.com if you become aware of any unauthorised use of your account or any other security breach. The Company shall not be liable for any loss or damage arising from your failure to maintain adequate account security.

5.3 Single Account

Each User is permitted to maintain one account on the Platform. The creation of multiple accounts by a single individual is prohibited.

5.4 Account Accuracy

You are obliged to keep your account information accurate and up to date at all times. If you become aware that any information you have provided is or has become inaccurate, you must update it without delay through your account settings or by contacting the Company.

6. Onboarding and Investment Profiling

6.1 Onboarding Process

Prior to accessing Partner Advisor services, all Users are required to complete a multi-phase onboarding process comprising: (i) collection of investment preferences and management preferences; and (ii) completion of a regulatory suitability and investment profile questionnaire. Identity verification and KYC/AML checks are conducted independently by the relevant Partner Advisor and, where applicable, by Interactive Brokers, and do not form part of the Company's registration process.

6.2 Information Collected

During onboarding, the Platform collects the following categories of information from you:

- investment management preference (discretionary or advisory);
- primary investment objective and time horizon;
- risk tolerance and behavioural risk preference;
- level of investment experience and product familiarity;
- relative financial significance of the invested capital;
- source of investment funds; and

6.3 Purpose of Investment Profile

Your Investment Profile is used by the Platform to facilitate the presentation of appropriate Partner Advisors and investment services, and is shared with your selected Partner Advisor as part of the client onboarding process with that Partner Advisor. The regulatory assessment of suitability on the basis of your Investment Profile is the responsibility of the relevant licensed Partner Advisor.

6.4 Accuracy of Responses

You are solely responsible for the accuracy and completeness of all information provided during the onboarding process. You are obliged to notify the Platform if your circumstances change in any material respect. The Company accepts no liability for any adverse outcome arising from inaccurate, incomplete, or outdated information provided by you.

6.5 Identity Verification

Identity verification in connection with the advisory relationship is conducted exclusively by the relevant Partner Advisor using its own KYC procedures and tooling. Interactive Brokers independently applies its own KYC/AML requirements when a brokerage account is opened or linked. The Company does not collect, process, or store identity documents or biometric data.

7. Partner Advisors

7.1 Selection of Partner Advisors

The Company applies an internal due diligence procedure when onboarding Partner Advisors onto the Platform, which may include verification of regulatory status, review of applicable licences, and assessment of business conduct. However, the Company does not guarantee, warrant, or represent the continued licensing, regulatory compliance, financial soundness, honesty, competence, or fitness of any Partner Advisor.

7.2 Regulatory Information

The regulatory status and licensing information of each Partner Advisor, as provided to the Company at the time of onboarding, is displayed in the relevant Partner Advisor's profile on the Platform. Users are encouraged to independently verify the regulatory standing of any Partner Advisor prior to entering into an Advisory Agreement. Partner Advisors may be licensed across multiple jurisdictions.

7.3 Advisory Agreement

Any agreement for the provision of investment advisory or portfolio management services is entered into directly between you and your chosen Partner Advisor. The Company is not a party to any Advisory Agreement and assumes no obligations, liabilities, or responsibilities under or in connection with any such agreement. The terms, conditions, fees, and obligations of the Advisory Agreement are governed exclusively by the agreement between you and the relevant Partner Advisor.

7.4 Investment Ideas

Partner Advisors may publish investment ideas on the Platform for their clients. The publication, selection, and filtering of investment ideas is controlled exclusively by the relevant Partner Advisor using the technical functionality of the Platform. The Company does not review, curate, endorse, approve, or take any editorial responsibility for any investment idea published by a Partner Advisor. All investment ideas are the sole responsibility of the Partner Advisor that publishes them.

7.5 Acceptance of Investment Ideas

Where your Advisory Agreement provides for a discretionary management approach, investment ideas may be implemented on your behalf by your Partner Advisor within your agreed strategy and risk profile. Where you have chosen an advisory approach, you retain the right to review and approve or reject each investment idea within the time window specified by your Partner Advisor.

7.6 Investment Advice and API Order Transmission

Where a Partner Advisor provides investment advice or an investment idea to a User through the Platform based on the User's Investment Profile, the User retains the sole discretion to review, approve, or reject such advice. If the User explicitly approves the investment advice, the Platform's software will automatically convert the approved advice into a technical trade order instruction and transmit it directly to the User's connected Interactive Brokers Account via API.

In facilitating this technical transmission, the Company acts strictly as a software communications conduit processing the User's explicit instruction. The Company does not execute trades, route orders to execution venues, or act as an agent. The execution, clearing, and settlement of any transmitted order are the sole and exclusive responsibility of Interactive Brokers. The User acknowledges that the Platform:

- Does not exercise any discretion over the timing, price, or routing of the order;
- Does not "receive and transmit" orders in a regulated financial capacity, but provides a technical tool for the User to communicate with their own broker;
- Does not hold, handle, or manage User funds or securities.

8. Interactive Brokers Integration

8.1 Connection Method

The Platform integrates with Interactive Brokers through the official IBKR Advisory Account API. The connection is established by linking your Interactive Brokers Account to the advisory account of your selected Partner Advisor on the IB platform, in accordance with the terms of your Advisory Agreement. The Company does not request, store, or have access to your IB account login credentials, passwords, or personal access tokens.

8.2 Data Displayed

Once your Interactive Brokers Account is connected, the Platform displays the following data in real time:

- portfolio holdings and current valuations;
- executed and pending transactions;
- account number and account holder name; and
- portfolio performance metrics, as made available through the IB API.

No data from your Interactive Brokers Account is stored by the Company. All data is displayed on a read-only, real-time basis.

8.3 Visibility of Portfolio Data

By connecting your Interactive Brokers Account to the Platform, you acknowledge and consent to your selected Partner Advisor having visibility of your portfolio information, performance data, transaction history, and investment idea results, as displayed within the Cresco CRM system. This access is regulated by and subject to the terms of your Advisory Agreement with the relevant Partner Advisor.

8.4 No Responsibility for IB Services

The Company is not affiliated with, nor acts as an agent of, Interactive Brokers LLC or any of its affiliates. The Company accepts no responsibility for the availability, accuracy, completeness, or continuity of data received from Interactive Brokers, or for any acts or omissions of Interactive Brokers in connection with your account.

8.5 API Order Transmission

Subject to the User's explicit approval of an investment advice (as set out in Clause 7.6), the Platform utilises the IB API to transmit the corresponding trade order instruction of the User to the User's Interactive Brokers Account. By approving an investment advice on the Platform, the User explicitly authorises the Platform's software to format and transmit the order data to IB on their behalf. The Company accepts no responsibility for any delay, failure to execute, or execution errors by Interactive Brokers once the order instruction has been technically transmitted by the Platform via the API.

9. AI-Generated Portfolio Summaries

9.1 Nature of AI Summaries

The Platform provides Users with AI-generated summaries and analytics in connection with their connected portfolio. These summaries are produced using anonymised portfolio data processed through the OpenAI API, a third-party artificial intelligence service. AI Summaries are provided solely for informational and descriptive purposes.

9.2 Not Investment Advice

AI Summaries do not constitute, and must not be construed as, investment advice, investment recommendations, or any form of regulated financial guidance. AI Summaries describe portfolio composition and performance in a neutral, factual manner and do not contain suggestions to buy, hold, or sell any financial instrument or to adopt any particular investment strategy.

9.3 Data Anonymisation

Prior to processing by the AI provider, all portfolio data is anonymised. No personally identifiable information is transmitted to OpenAI or any other third-party AI provider. The data transmitted is formatted as a description of a hypothetical portfolio, containing asset class composition and allocation data without reference to any individual User's identity.

9.4 Accuracy Disclaimer

AI-generated content is produced by automated systems and may contain errors, omissions, or inaccuracies. You should not rely on AI Summaries as the sole basis for any investment or financial decision. The Company accepts no liability for any decision made in reliance upon an AI Summary.

10. Fees and Remuneration

10.1 No Direct User Fees

The Company does not charge Users directly for access to the Platform or for the use of its standard features.

10.2 Company Remuneration

The Company receives remuneration from Partner Advisors in connection with their participation on the Platform. Such remuneration takes the form of a share of the fees or commissions received by Partner Advisors from their clients or a agreed flat payment from a Partner Advisors.. The existence of this commercial arrangement is disclosed to Users; however, the specific percentage or amount of such remuneration is variable and is not separately disclosed, as it varies by Partner Advisor and arrangement.

10.3 Partner Advisor Fees

All fees payable to a Partner Advisor in connection with advisory or portfolio management services are governed exclusively by the relevant Advisory Agreement. Users are encouraged to review the fee terms of any Advisory Agreement carefully before execution. Such payments are made in consideration for the technical infrastructure and administrative services provided by the Company to the Partner Advisor and do not constitute a fee for investment advice or brokerage services. The Company does not withhold any fees on behalf of any Partner Advisor.

11. Intellectual Property

11.1 Platform Content

All Content on the Platform, including but not limited to software, design elements, structure, algorithms, text, graphics, and platform infrastructure, is the exclusive property of the Company or its licensors and is protected by applicable intellectual property laws. No licence to any Platform Content is granted to Users beyond the limited right to access and use the Platform in accordance with these Terms.

11.2 Partner Advisor Content

Investment ideas, research materials, logos, brand elements, and any other content uploaded or published on the Platform by a Partner Advisor remain the exclusive intellectual property of that Partner Advisor. By publishing content on the Platform, each Partner Advisor grants the Company a non-exclusive, royalty-free licence to display such content to the relevant Partner Advisor's clients through the Platform.

11.3 Prohibited Use

Users are strictly prohibited from copying, reproducing, modifying, distributing, transmitting, displaying, publishing, creating derivative works from, or otherwise exploiting any Content on the Platform, whether proprietary to the Company or to any Partner Advisor, without the prior written consent of the relevant rights holder. Any unauthorised use of Platform Content may result in immediate account termination and may give rise to civil and/or criminal liability.

12. User Obligations and Prohibited Conduct

12.1 General Obligations

By using the Platform, you agree to:

- provide accurate, current, and complete information at all times;
- comply with all applicable laws and regulations in your jurisdiction of residence;
- use the Platform solely for lawful purposes and in accordance with these Terms;
- promptly notify the Company of any material change to your personal circumstances or Investment Profile; and
- refrain from sharing your account credentials with any third party.

12.2 Prohibited Conduct

You must not:

- use the Platform if you are resident in or a national of a Restricted Jurisdiction;
- access the Platform for any unlawful purpose or in furtherance of any fraudulent scheme;
- attempt to circumvent any technical restriction, security feature, or access control of the Platform;
- reverse engineer, decompile, or disassemble any part of the Platform's software or systems;
- upload or transmit any malicious code, virus, or harmful content;
- misrepresent your identity or impersonate any other person or entity; or
- use automated tools, bots, or scrapers to access or extract data from the Platform.

13. Sanctions Compliance and Platform Integrity

13.1 The Company does not conduct identity verification of Users and does not collect or process identity documents or biometric data. The Company operates solely as a technology platform operator and does not carry out KYC or AML checks on its own behalf. The Company relies on: (i) self-declaration by Users of their eligibility to use the Platform; (ii) KYC/AML procedures conducted by Partner Advisors in respect of users with whom they enter into Advisory Agreements; and (iii) KYC/AML procedures conducted independently by Interactive Brokers in connection with the opening and maintenance of brokerage accounts.

13.2 Partner Advisors are independently responsible for conducting their own KYC and AML procedures in respect of Users with whom they enter into Advisory Agreements, in accordance with the regulatory requirements applicable to them.

13.3 Each User's brokerage account at Interactive Brokers is subject to IB's own independent KYC and AML procedures. The Company has no control over, and bears no responsibility in connection with, IB's client verification processes.

13.4 The Company reserves the right to suspend or terminate any User's account at any time if, in its sole discretion, it has reason to believe that the User is in breach of applicable sanctions requirements or AML laws, or if required to do so by any governmental or regulatory authority.

14. Limitation of Liability

14.1 Exclusion of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND NON-INFRINGEMENT.

14.2 Exclusion of Consequential Losses

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITY, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

14.3 Investment Losses

The Company accepts no liability whatsoever for any investment loss, loss of capital, or adverse financial outcome suffered by any User in connection with any investment decision, Advisory Agreement, or recommendation provided by a Partner Advisor. All investment activities involve risk, including the risk of total loss of capital, and such risk is assumed entirely by the User.

14.4 Partner Advisor Liability

The Company is not liable for any act, omission, negligence, breach of duty, or misconduct of any Partner Advisor, including but not limited to the provision of unsuitable investment advice, breach of fiduciary duty, or failure to comply with applicable regulatory requirements. All claims arising from Partner Advisor services must be directed to the relevant Partner Advisor.

14.5 Third-Party Services

The Company is not liable for any interruption, error, data inaccuracy, or unavailability arising from the services of Interactive Brokers, OpenAI, or any other third-party provider integrated with the Platform.

14.6 Cap on Liability

To the extent that any liability of the Company is not capable of being excluded under applicable law, the following tiered framework shall apply. (a) For claims arising from ordinary negligence or breach of contract not involving fraud, wilful misconduct, or gross negligence, the Company's aggregate liability to any User in respect of all such claims arising under or in connection with these Terms shall not exceed USD 500 (five hundred United States dollars). (b) Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury

caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited under the laws of the Abu Dhabi Global Market. (c) For the avoidance of doubt, the monetary cap set out in sub-clause (a) above does not apply to claims arising from the Company's gross negligence or wilful misconduct, which shall be assessed by the competent tribunal on their merits without reference to any pre-determined monetary limit, subject always to the User's obligation to mitigate their loss.

15. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its directors, officers, employees, agents, and licensors from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (i) your use of the Platform in breach of these Terms; (ii) your violation of any applicable law or regulation; (iii) your provision of inaccurate or misleading information during registration or onboarding; or (iv) any claim brought by a third party as a result of your conduct on the Platform.

16. Term and Termination

16.1 Duration

These Terms remain in effect for as long as you maintain an active account on the Platform or otherwise use the Platform.

16.2 Termination by User

You may close your account at any time by submitting a written request to info@joincresco.com. Account closure will be processed within a reasonable time. Closure of your Platform account does not automatically terminate any Advisory Agreement you have entered into with a Partner Advisor, which remains governed by its own terms.

16.3 Termination by the Company

The Company reserves the right to suspend or permanently terminate your account and access to the Platform, with or without notice, if: (i) you breach any provision of these Terms; (ii) you are found to be located in or a national of a Restricted Jurisdiction; (iii) required by applicable law, regulation, or order of a competent authority; or (iv) the Company determines, in its sole discretion, that continued access poses a legal, regulatory, or reputational risk.

16.4 Effect of Termination

Upon termination, your right to access and use the Platform ceases immediately. The Company will retain your data for such period as required by applicable requirements and in accordance with the Privacy Policy. Clauses 11, 14, 15, 18, and 19 shall survive termination.

17. Amendments to These Terms

17.1 The Company may revise these Terms from time to time. Any material amendment will be communicated to Users via email or through a prominent notice on the Platform at least fourteen (14) days prior to the effective date of the amendment, except where a shorter period is required by applicable law or is necessitated by urgent regulatory or legal requirements.

17.2 If you do not agree to any amended Terms, you must cease using the Platform and close your account before the effective date of the amendment. Your continued use of the Platform after the effective date constitutes your acceptance of the revised Terms.

18. Dispute Resolution and Governing Law

18.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market (ADGM) as applied by the ADGM Courts.

18.2 Complaints Procedure

If you have a complaint or dispute in connection with the Platform or these Terms, you should first contact the Company's support team via live chat on the Platform or by email at info@joincresco.com. The Company will endeavour to acknowledge your complaint within five (5) business days.

18.3 Pre-Arbitration Notice

Prior to initiating any formal arbitration proceedings, the disputing party must send a written notice of claim to the other party at their designated contact address or email. If the receiving party does not respond substantively within thirty (30) calendar days of receipt of such notice, the disputing party may proceed to arbitration in accordance with Clause 18.4.

18.4 Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, that is not resolved pursuant to the complaints procedure above shall be finally settled by binding arbitration administered by the ADGM Arbitration Centre in accordance with its applicable arbitration rules. The seat of arbitration shall be Abu Dhabi, ADGM. The language of the arbitral proceedings shall be English. The tribunal shall consist of one (1) arbitrator.

18.5 Disputes with Partner Advisors

Disputes arising between a User and a Partner Advisor in connection with an Advisory Agreement are governed exclusively by the dispute resolution provisions of that Advisory Agreement and are not subject to these Terms or the Company's complaints procedure. The Company is not a party to any such dispute and assumes no obligation to mediate or arbitrate in connection with it.

19. General Provisions

19.1 Entire Agreement

These Terms, together with the Privacy Policy and Disclaimer, constitute the entire agreement between you and the Company with respect to your use of the Platform and supersede all prior understandings, agreements, representations, and warranties relating to the same subject matter.

19.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitral tribunal of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

19.3 No Waiver

The Company's failure to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver must be made in writing and signed by an authorised representative of the Company.

19.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of the Company. The Company may assign its rights and obligations under these Terms to any affiliate, successor entity, or acquirer without your prior consent, provided that such assignment does not materially affect your rights under these Terms.

19.5 Force Majeure

The Company shall not be liable for any failure or delay in performance of its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, governmental actions, natural disasters, pandemics, cyberattacks, or failures of third-party infrastructure providers.

19.6 Language

These Terms are executed in the English language. In the event of any conflict between an English version and a translation of these Terms into any other language, the English version shall prevail.

19.7 Contact Information

For general enquiries relating to these Terms, please contact:

Cresco Technologies LTD

Registered No.: 37097

Registered Address: 4391ResCo-Work05, Floor. 43, Addax Port Office Tower, Al Rayfa Street, Abu Dhabi, Al Reem Island, United Arab Emirates

Email: info@joincresco.com