Terms and Conditions of Use (TCU) – Dirham World Halal

Preamble and Definitions

These Terms and Conditions of Use (hereinafter "TCU") govern access to and use of the website, application and services associated with the Dirham World Halal cryptocurrency (hereinafter "DWH"). By using these services, the user unreservedly accepts these terms and conditions. The operating company, registered under IFZA FZCO status in Dubai, holds or will apply for the necessary licences from the Virtual Assets Regulatory Authority (VARA) and, where applicable, the Central Bank of the United Arab Emirates (CBUAE).

These Terms and Conditions may be amended at any time to comply with regulatory changes or market best practices. Users will be notified in advance of any such changes.

Key definitions:

- "Company": the entity operating DWH.

- "User": any person who has opened an account and uses the services.

- "Account": personal space providing access to the services.

- "Wallet": solution for storing and managing DWH tokens.

- "White Paper": document presenting the project, available on the official website (informative, non-contractual).

- "Shariah Supervisory Board": committee of religious experts responsible for validating the halal compliance of the project.

- "Regulated Services": activities subject to licensing by the VARA and/or the CBUAE.

1. Purpose

These Terms and Conditions define the rights and obligations relating to the use of DWH-related services, including account opening, token holding and transfer, and participation in current or future related projects. In the event of any contradiction between the White Paper and these Terms and Conditions, the latter shall prevail.

2. User access and registration

Access to the services is reserved for natural persons of legal age (≥ 18 years old) or legal entities with legal capacity. Opening an account requires the completion of KYC/AML procedures, including: provision of official documents (passport, proof of address, identity photo) and electronic verification. The Company may refuse to open or suspend an account if the information provided is inaccurate, or if the user resides in a prohibited jurisdiction (countries under international sanctions, OFAC, unauthorised US persons, etc.).

3. Services offered

The Company provides Users with:
- The acquisition and holding of DWH tokens;
- Custody and wallet services;
- Token transfers and settlements;
- Participation in related projects (tokenised real estate, fintech, humanitarian initiatives).

Certain services are subject to specific licences issued by the VARA or the CBUAE and may not be available in all jurisdictions.

4. Regulatory compliance

The services are subject to compliance with the regulatory framework of the United Arab Emirates and, where applicable, the European Union:
- Virtual Assets Regulatory Authority (VARA): mandatory licences for issuance, custody, transfer, brokerage and marketing;
- Central Bank of the United Arab Emirates (CBUAE): application of the Payment Token Services Regulation 2024 if the token is used as a means of payment or stablecoin;
- AML/CFT: compliance with anti-money laundering and counter-terrorist financing obligations, including the Travel Rule (≥ AED 3,500) and goAML registration;
- Personal data protection: compliance with Federal Decree-Law No. 45/2021 (PDPL).

The User undertakes to provide accurate and up-to-date information and acknowledges that their funds may be temporarily frozen in the event of regulatory investigations.

5. Ethical and halal compliance

The DWH project is designed in accordance with the principles of Islamic finance. It complies with AAOIFI standards and prohibits, in particular:
- riba (interest),
- gharar (excessive uncertainty),
- maysir (gambling),
- and any activity contrary to Shariah law.

The independent Shariah Supervisory Board validates and supervises the ethical compliance of the project and may suspend any operation deemed non-compliant.

6. Fees and commissions

Applicable fees (transactions, custody, transfers) are displayed on the official website. They may be modified by the Company with 15 days' notice. Fees are indicated excluding applicable taxes. The financial objectives presented in the White Paper (e.g. token valuation) are purely indicative and do not constitute a contractual guarantee.

7. Risks and liability

The User acknowledges that crypto-assets involve risks: volatility, total or partial losses, cyber attacks, blockchain forks, regulatory changes. The Company cannot be held liable for these risks, except in cases of gross negligence or wilful misconduct. No guarantee of return or valuation is given. The Company declines all responsibility in the event of negligence on the part of the User (loss of private keys, input errors, phishing). A force majeure clause covers, in particular, global cyberattacks, massive technical interruptions, or exceptional government decisions.

8. Suspension and termination

The Company may immediately suspend or terminate the User's access in the event of:
- Violation of these Terms of Use;
- Non-compliance with KYC/AML rules;
- Use contrary to Sharia law;
- Request from a competent authority (VARA, CBUAE, FIU, etc.).

The User's funds may be frozen pending a regulatory investigation. The User may terminate their account at any time by submitting a written or electronic request.

9. Marketing and communication

All public communications (campaigns, influencers, events) are subject to prior approval by VARA. The Company undertakes not to publish any misleading content or promises of returns. The use of the term "halal" is justified by a formal opinion from the Shariah Supervisory Board. The User shall refrain from any unauthorised use of the DWH brand (mirror site, social group, etc.).

10. Intellectual property

All content, codes, logos, trademarks, documents and designs relating to the DWH project are protected by applicable intellectual property laws. Any unauthorised reproduction is prohibited. The Company grants the User a personal, non-exclusive and non-transferable licence to use the website and the application. Reverse engineering and any attempt to reproduce the code are strictly prohibited.

11. Electronic acceptance

Acceptance of these Terms of Use is done by online validation (ticking the "I accept" box) and confirmation by OTP code (email or SMS). This acceptance has the same value as a handwritten signature. The Company implements a reinforced system for collecting, storing and proving acceptance, in accordance with the regulatory requirements of the VARA, the CBUAE and the PDPL legislation on the protection of personal data.

1. Versioning and re-consent: Any major update to the Terms of Use (MAJOR version) requires new consent from the User. Minor updates (MINOR) are notified and may require

re-consent if they concern essential clauses. PATCH-type changes are simply communicated for information purposes.

2. Retention of evidence: The Company retains acceptance logs including at least: user ID, document version, document hash, UTC date and time of acceptance, IP address, user agent, device fingerprint, OTP method and OTP validation timestamp. This data is sealed by a cryptographic hash and retained for a legal period of 6 to 10 years (or any period required by law).

3. Sealed PDF receipt: The User is invited to keep a copy of the Terms of Use. They may also obtain, upon request or via their personal space, a PDF copy of the accepted version, sealed with a hash and timestamped, serving as contractual proof. This proof may be anchored on a public blockchain for prior art purposes.

4. Security and anti-fraud: The Company applies protection mechanisms such as limiting the number of OTP attempts, temporary locking in the event of repeated failure, connection analysis (IP, geolocation, VPN) and linking the account to a device fingerprint. If an anomaly is detected, the Company may require re-KYC before reactivating access.

12. Applicable law and jurisdiction

These Terms of Use are governed by the laws of the United Arab Emirates. Any dispute shall be subject to the exclusive jurisdiction of the courts of Dubai (excluding the DIFC), unless otherwise stipulated in an arbitration agreement. In the event of arbitration, it shall be conducted by the DIAC (Dubai International Arbitration Centre). In the event of any discrepancy between the French and English versions of the Terms of Use, the English version shall prevail.

13. Contact and complaints

For any questions or complaints, the User may contact the Company via the official form on the website or by email. Complaints will be handled in accordance with the deadlines and procedures imposed by the VARA Market Conduct Rulebook.

14. Prohibited activities

The following are strictly prohibited when using DWH services:
- Leveraged trading, derivatives and any form of interest (riba),
- Gambling, lotteries, betting (maysir),
- Activities involving gharar (excessive uncertainty),
- Privacy coins or Anonymity-Enhancing Coins (prohibited by VARA),
- Yield farming, staking or products offering a fixed return similar to interest.

The Company reserves the right to block or terminate any account in the event of a violation of these prohibitions.

15. Forks, Airdrops and Delistings

In the event of a fork or airdrop, the Company, after consulting with the Shariah Supervisory Board, will decide at its discretion whether to support, distribute or refuse the new assets. Any asset or project deemed non-compliant with Shariah principles or VARA rules may be delisted with prior notification to the User.

16. Stablecoins and Payment Tokens

If the DWH token or any associated asset is used as a means of payment or stablecoin, these services are subject to the Payment Token Services Regulation 2024 (CBUAE). Access may be restricted or suspended until the necessary licences are obtained from the Central Bank of the United Arab Emirates.

17. Zakat and Waqf

A portion of the revenues and allocations provided for in the tokenomics is earmarked for zakat and waqf. These funds are managed in segregated accounts, with semi-annual public reports detailing the percentage allocated, the amounts distributed and the beneficiaries (NGOs or projects approved by the Shariah Supervisory Board).

18. Geographical and user restrictions

Access to services is prohibited for persons residing in jurisdictions under international sanctions, US Persons unless expressly authorised under US law, and residents of the European Union until the requirements of the MiCA (Markets in Crypto-Assets) regulation are met.

19. DAO governance

The DWH project provides for DAO (Decentralised Autonomous Organisation) type community governance. Token holders can participate in votes according to a mechanism proportional to the tokens held, subject to quorum. The Shariah Supervisory Board has the right to veto any decision that contravenes Shariah principles.

20. Wallets (Custodial and Non-custodial)

Wallet services may be custodial (custody provided by the Company) or non-custodial (the User is solely responsible for their private keys). In the case of a non-custodial wallet, the Company has no access to or responsibility for the loss of keys or assets.

21. Security and disclosure of vulnerabilities

The Company implements advanced cybersecurity measures and encourages the responsible disclosure of any vulnerabilities. An emergency stop protocol may be activated in the event of an exploit on a smart contract. The Company may implement a bug bounty programme to enhance security.

22. Tax obligations

Each User is solely responsible for complying with their tax obligations in their jurisdiction of residence. The Company does not provide tax advice and cannot be held liable for any failure by the User to comply with their local obligations.

23. Complaints and processing times

Complaints are handled in accordance with the VARA Market Conduct Rulebook. The Company acknowledges receipt of all complaints within 2 working days and endeavours to respond within 15 working days.