ARVO LIMITED

PRIVACY POLICY

Version: 1.0

Effective Date: 20th June, 2026

Entity: Arvo Limited, a private company limited by shares incorporated in the Dubai International Financial Centre ("DIFC").

Regulatory Status: Arvo Limited is authorised and regulated by the Dubai Financial Services Authority ("DFSA") under DFSA reference number **F012373** to carry on the Financial Service of Operating a Crowdfunding Platform, specifically Property Investment Crowdfunding, subject to the scope, conditions and restrictions of its DFSA Financial Services Permission.

1. Introduction

Arvo Limited ("Arvo", "we", "us" or "our") respects the privacy of individuals who access or use our website, mobile applications, investor dashboard, property crowdfunding platform, communications, onboarding tools, investor documentation, payment flows and related services (together, the "Platform" or the "Services").

This Privacy Policy explains how we collect, use, store, disclose, transfer and otherwise process personal data in connection with the Services. It is intended to be read together with our General Terms and Conditions, Investor Terms and Conditions, Key Risks, Regulatory Disclosure and Risk Warnings document, Cookie Policy, Client Money disclosures, complaints handling disclosures and any other notices provided to you during onboarding or while using the Platform.

Arvo's business model involves the operation of a DFSA-authorised digital property crowdfunding platform through which eligible investors may review and participate in fractional real estate investment opportunities, subject to registration, client classification, eligibility, appropriateness, anti-money laundering, counter-terrorist financing, sanctions, source of funds, source of wealth and other onboarding checks.

Because of the nature of our business, the personal data we process may include identification information, contact details, investor onboarding information, client classification and investor eligibility information, anti-money laundering and sanctions screening information, source of funds and source of wealth information, payment information, investment history, communications data, technical data and other information required to operate a regulated financial services platform.

2. Applicable Data Protection Framework

Arvo is established in the DIFC and will process personal data in accordance with applicable data protection and privacy laws, including, where applicable, the DIFC Data Protection Law, DIFC Law No. 5 of 2020, the DIFC Data Protection Regulations, and other applicable laws, rules, regulatory requirements and guidance relating to privacy, cyber security, record keeping, financial services, anti-money laundering, counter-terrorist financing, sanctions compliance and investor protection.

Where other data protection laws apply because of your location, residence or the nature of the processing, we will take appropriate steps to comply with such laws to the extent applicable to us.

For the purposes of applicable data protection laws, Arvo will generally act as a "Controller" in respect of the personal data it collects and uses to operate the Platform and provide the Services. In some circumstances, third-party service providers may process personal data on our behalf as "Processors", and other third parties may act as independent controllers where they determine the purposes and means of their own processing.

3. Scope of this Privacy Policy

This Privacy Policy applies to personal data that we process when you:

(a) visit, browse or interact with our website or mobile applications;

(b) create an account, register interest in an investment opportunity or access general Platform features;

(c) complete KYC, AML, sanctions, investor eligibility, appropriateness, client classification, investment limits and risk acknowledgements, source of funds or source of wealth checks;

(d) apply to become, or become, an investor on the Platform;

(e) review, reserve, commit to, purchase, hold, transfer or exit any property-related investment made available through the Platform;

(f) fund or withdraw money from a client money account, make payments, receive distributions or otherwise use payment-related functionality;

(g) interact with investor dashboards, portfolio tools, property pages, investment memoranda, performance reports, communication channels, governance forums, educational content, referrals, promotions, rewards or other engagement features;

(h) submit, introduce or provide information in relation to a property, seller, broker, property owner, representative or other supply-side participant;

(i) communicate with us, including through email, telephone, messaging tools, customer support channels, complaints processes, meetings, surveys, forms or events; or

(j) otherwise provide personal data to us or permit third parties to provide personal data to us.

This Privacy Policy does not apply to third-party websites, applications, platforms, payment services, identity verification tools, analytics providers or other third-party services that are not controlled by Arvo, even where those services are linked to, integrated with or accessible through the Platform. Those third parties are responsible for their own privacy practices and you should review their privacy notices before using their services.

4. Personal Data We Collect

The types of personal data we collect will depend on the way in which you use the Platform and the nature of your relationship with us.

4.1 Identity and Contact Information

We may collect your full name, email address, telephone number, date of birth, nationality, country of residence, residential address, mailing address, identification number, passport or national identity card details, photograph, selfie, signature, proof of address, and any other information required to identify or contact you.

4.2 Account and Authentication Information

We may collect username, password, authentication credentials, multi-factor authentication information, security questions, login history, user ID, session information, device identifiers, access rights, account preferences and records of changes made to your account.

Where we enable login through third-party identity providers such as Apple, Google, UAE Pass or similar services, we may receive information from those providers in accordance with your settings and the permissions you grant through the relevant third-party service.

4.3 KYC, AML, Sanctions and Financial Crime Compliance Information

We may collect and process information required to comply with KYC, AML, counter-terrorist financing, sanctions, anti-bribery, fraud prevention, tax, regulatory reporting and financial crime obligations. This may include copies of identification documents, proof of address, biometric verification outputs, liveness checks, face-matching results, screening results, politically exposed person ("PEP") information, sanctions screening information, adverse media results, watchlist information, source of funds information, source of wealth information, occupation, employer, income range, expected investment activity, funding sources, banking information, transaction patterns and other risk assessment information.

4.4 Client Classification and Investor Profile Information

We may collect information relating to your investor status, client classification, knowledge and experience, investment objectives, financial circumstances, risk tolerance, investment horizon, investment limits, previous investment experience, acknowledgements, declarations, confirmations, investor eligibility checks, appropriateness checks, risk acknowledgements and records of the outcome of any client classification, eligibility or appropriateness assessment.

4.5 Investment, Transaction and Portfolio Information

We may collect information relating to your property investment interests, investment commitments, subscriptions, allocations, holdings, SPV share interests, distributions, exit requests, transfer activity, secondary transfer requests, portfolio performance, dashboard activity, investment memoranda accessed, property pages viewed, documents signed, agreements accepted, fee records, transaction history, payment instructions, client money account activity, withdrawal requests, chargebacks, failed payments, bank account details, IBAN details, bank account verification results, debit card payment information, wire transfer information, convenience fee records, payment service provider references and related reconciliation records.

4.6 Property Owner, Seller, Broker and Supply-Side Participant Information

Where you submit, introduce or provide information in relation to a property, seller, broker, property owner, representative or other supply-side participant, we may collect personal data relating to property owners, sellers, brokers, agents, representatives, authorised signatories, ultimate beneficial owners, directors, officers and other connected persons. This may include identity and contact details, licence or registration details, property ownership information, brokerage information, track record, historical submissions, performance data, due diligence materials, communications, documents, bank account information and other information relevant to property sourcing, due diligence, listing and transaction execution.

4.7 Communications and Support Information

We may collect records of your communications with us, including emails, telephone calls, meeting notes, chat messages, platform messages, customer support tickets, complaints, enquiries, survey responses, feedback, marketing preferences and records of notices sent to you.

To the extent permitted by applicable law, we may record, monitor or retain communications with you for compliance, quality assurance, dispute resolution, training, audit, legal and regulatory purposes.

4.8 Technical, Device and Usage Information

When you access or use the Platform, we may automatically collect information such as IP address, browser type, browser version, device type, operating system, mobile device identifiers, app version, time zone, language settings, location derived from IP address, pages viewed, links clicked, time spent on pages, referring URLs, login timestamps, session data, crash logs, diagnostic data, security logs, audit logs and other usage information.

4.9 Cookies and Similar Technologies

We may use cookies, pixels, SDKs, tags, local storage, device identifiers and similar technologies to operate the Platform, authenticate users, maintain security, remember preferences, analyse usage, improve performance, support marketing and measure the effectiveness of communications. Further information is set out in section 16 of this Privacy Policy and, where applicable, in our Cookie Policy.

4.10 Marketing, Referral and Engagement Information

Where permitted by applicable law, we may collect information relating to marketing preferences, campaign engagement, referral activity, promotion participation, rewards, cashback, fee reduction benefits, surveys, educational engagement, gamification features, property unlocks, investor milestones and other user engagement tools.

4.11 Aggregated and Anonymised Information

We may create aggregated, anonymised or de-identified information from personal data. Where information is properly anonymised and cannot reasonably be used to identify you, it will not be treated as personal data under this Privacy Policy.

5. How We Collect Personal Data

We may collect personal data directly from you, automatically through your use of the Platform, and from third parties.

5.1 Information You Provide To Us

You may provide personal data when you register, complete forms, upload documents, complete onboarding, complete KYC, AML, sanctions, investor eligibility, appropriateness, client classification, investment limit and risk acknowledgement checks, make investment commitments, submit property opportunities, contact us, participate in surveys or promotions, use Platform features, sign documents or otherwise communicate with us.

5.2 Information Collected Automatically

We may collect technical, device, usage, security and analytics information automatically when you access or use the Platform.

5.3 Information from Third Parties

We may receive personal data from third parties, including identity verification providers, KYC and AML screening providers, sanctions and adverse media databases, PEP databases, fraud prevention providers, payment service providers, banks, card acquirers, open banking providers, credit reference or risk assessment agencies, property brokers, property sellers, property owners, valuers, property managers, government or public registries, Dubai Land Department data sources, DIFC or UAE authorities, social login providers, marketing platforms, CRM providers, document-signing providers, affiliates, professional advisers and publicly available sources.

6. Purposes for Which We Use Personal Data

We may process personal data for the following purposes:

(a) to operate, maintain, administer and improve the Platform and the Services;

(b) to register users, create accounts, authenticate access and maintain account security;

(c) to conduct KYC, AML, sanctions, PEP, adverse media, fraud prevention, source of funds and source of wealth checks;

(d) to classify clients, assess investor eligibility, apply investment limits and determine whether a user may access certain property investment information or functionality;

(e) to process applications, subscriptions, commitments, purchases, transfers, exits, distributions, withdrawals and other investment-related actions;

(f) to administer client money arrangements, payment flows, reconciliations, refunds, chargebacks and related financial records;

(g) to verify bank accounts, IBANs, cards, payment instruments, payment instructions and transaction counterparties, including through third-party bank account, IBAN, card, payment verification or fraud-prevention providers;

(h) to prepare, display, provide and maintain investment memoranda, performance reports, periodic statements, property information, portfolio information, valuations and transaction documentation;

(i) to establish, administer, manage and maintain SPVs, share allocations, investor registers, property-related documents and records of investor rights and interests;

(j) to assess property submissions and supply-side arrangements, conduct due diligence on property owners, sellers and brokers, manage property pipelines and maintain relevant seller, broker or property-related records;

(k) to provide customer support, respond to enquiries, handle complaints and resolve disputes;

(l) to send service messages, legal notices, regulatory disclosures, transactional communications, security alerts and account updates;

(m) to send marketing communications, newsletters, offers, educational content or promotional messages, where permitted by applicable law and subject to your marketing preferences;

(n) to administer referral programmes, promotions, rewards, gamified features, investor engagement tools and surveys;

(o) to monitor and improve Platform performance, functionality, security, user experience, product design and customer engagement;

(p) to detect, investigate, prevent and respond to fraud, cyber security incidents, unauthorised access, misuse of the Platform, market abuse, money laundering, terrorist financing, sanctions breaches, scams and other unlawful or prohibited activity;

(q) to maintain audit trails, business records, compliance files, management information, risk registers, financial records and regulatory evidence;

(r) to comply with applicable laws, DFSA Rules, DIFC laws and regulatory requirements, court orders, regulatory requests, tax obligations, AML obligations, sanctions obligations, data protection obligations and other legal or regulatory requirements;

(s) to cooperate with regulators, law enforcement agencies, public authorities, courts, auditors, professional advisers and other competent bodies;

(t) to enforce our terms, policies, agreements, legal rights and contractual remedies;

(u) to protect the rights, property, safety and security of Arvo, users, investors, property owners, brokers, service providers, regulators and the public;

(v) to support business planning, corporate transactions, restructuring, financing, investment, acquisition, sale, merger or transfer of all or part of our business or assets; and

(w) for any other purpose that is compatible with the purposes described in this Privacy Policy or that is notified to you at the time of collection.

7. Lawful Bases for Processing

We will process personal data only where we have a lawful basis to do so under applicable data protection laws. Depending on the circumstances, we may rely on one or more of the following lawful bases:

(a) performance of a contract, where processing is necessary to enter into or perform a contract with you, including to provide access to the Platform, process investments, administer accounts, process payments and provide investor documentation;

(b) compliance with legal and regulatory obligations, where processing is necessary for us to comply with applicable laws, DFSA Rules, DIFC laws and regulatory requirements, AML, counter-terrorist financing, sanctions, tax, accounting, audit, record keeping, complaints handling, regulatory reporting and other legal obligations;

(c) legitimate interests, where processing is necessary for our legitimate business, compliance, security, operational, risk management, fraud prevention, customer service, product development or corporate interests, provided that such interests are not overridden by your rights and freedoms;

(d) consent, where we ask for your consent for specific processing activities, such as certain marketing communications, optional cookies, certain device permissions or certain categories of sensitive processing where consent is required;

(e) public interest or regulatory interest, where processing is necessary in connection with regulatory, supervisory, law enforcement or public authority requests; and

(f) legal claims, where processing is necessary to establish, exercise or defend legal rights, claims or proceedings.

Where we rely on consent, you may withdraw your consent at any time. Withdrawal of consent will not affect processing carried out before withdrawal and may not affect processing that we are required or permitted to continue on another lawful basis.

8. Special Category Personal Data and Sensitive Information

In certain circumstances, we may process information that is treated as special category, sensitive or higher-risk personal data under applicable data protection laws. This may include biometric information used for identity verification, information relating to criminal allegations or sanctions screening, politically exposed person information, source of funds or source of wealth information, or information revealed in identity documents or due diligence materials.

We will process such information only where permitted by applicable law, including where processing is necessary for substantial public interest, regulatory compliance, prevention of financial crime, legal claims, explicit consent, or another lawful basis recognised under applicable data protection laws.

9. Automated and Semi-Automated Processing

The Platform may use automated or semi-automated tools to support onboarding, identity verification, document verification, fraud detection, AML screening, sanctions screening, risk assessment, client classification, investor eligibility checks, appropriateness checks, transaction monitoring, property opportunity assessment, investment pipeline management, security monitoring and customer engagement.

Automated tools may assist Arvo in identifying risk indicators, inconsistencies, eligibility issues, suspicious activity, duplicate accounts, sanctions exposure, high-risk jurisdictions, suspicious payment activity, property-related metrics or other matters relevant to the operation of the Platform and Arvo's compliance obligations. However, Arvo will maintain appropriate human oversight where required by applicable law or regulation, particularly where a decision may materially affect your access to the Platform, your ability to invest, your ability to complete onboarding, or your relationship with Arvo.

You may contact us using the details in section 23 if you wish to request further information about significant automated processing affecting you or to request human review where required by applicable law.

10. Consequences of Not Providing Personal Data

Certain personal data is necessary for us to provide the Services, comply with regulatory obligations and operate the Platform safely. If you do not provide information requested by us, or if we are unable to verify information provided by you, we may be unable to:

(a) create or maintain your account;

(b) complete KYC, AML, sanctions, investor eligibility, appropriateness, client classification, investment limits and risk acknowledgements, source of funds or source of wealth checks;

(c) classify you as a client or assess your eligibility to invest;

(d) provide access to investment memoranda, property information or Platform functionality;

(e) process payments, withdrawals, investments, transfers or exits;

(f) assess or process property submissions or supply-side arrangements; or

(g) continue our relationship with you.

11. Disclosure of Personal Data

We may disclose personal data where necessary for the purposes described in this Privacy Policy. The categories of recipients may include:

(a) DFSA, DIFC authorities, the DIFC Commissioner of Data Protection, the DIFC Registrar of Companies, the UAE Financial Intelligence Unit, law enforcement agencies, courts, public authorities, tax authorities, government bodies and other competent regulatory or supervisory authorities;

(b) identity verification, KYC, AML, sanctions, PEP, adverse media, fraud prevention, source of funds and source of wealth screening providers;

(c) banks, eligible custodians, client money account providers, payment service providers, card acquirers, open banking providers, bank account or IBAN verification providers, payment processors and other payment infrastructure providers;

(d) cloud hosting providers, cyber security providers, software developers, infrastructure providers, monitoring providers, database providers, authentication providers, CRM providers, document signing providers, customer support providers, analytics providers and other technology vendors;

(e) professional advisers, legal counsel, compliance consultants, company secretaries, internal auditors, external auditors, accountants, tax advisers, insurers and risk advisers;

(f) SPVs, corporate service providers, registered agents, fund administration or company administration service providers, property managers, valuers, property brokers, property sellers, property owners, developers and other parties involved in property acquisition, management, valuation, reporting, transfer or exit processes;

(g) business partners, strategic partners and service providers involved in operating, maintaining or improving the Platform or delivering the Services;

(h) third parties involved in referrals, promotions, marketing campaigns, events or educational content, where permitted by applicable law and subject to your preferences;

(i) prospective buyers, investors, lenders, financiers, merger counterparties, restructuring counterparties or other transaction parties and their advisers in connection with a proposed or actual corporate transaction involving Arvo or its business; and

(j) any other person to whom disclosure is required or permitted by applicable law, regulation, court order, contractual obligation or your instructions.

We do not sell personal data. We may share aggregated or anonymised information that does not reasonably identify you.

12. Regulatory and Law Enforcement Disclosures

As a regulated financial services business, Arvo may be required to disclose personal data to regulators, law enforcement agencies, public authorities, courts, auditors and other competent bodies. This may include disclosures relating to KYC, AML, sanctions, financial crime, investor protection, complaints, regulatory supervision, audits, inspections, investigations, suspicious activity reporting, breach reporting, tax reporting, litigation, enforcement or other legal and regulatory matters.

We may make such disclosures without notifying you where notification would be unlawful, would prejudice an investigation, would breach a legal or regulatory obligation, would compromise security, or would otherwise be inappropriate in the circumstances.

13. International Transfers

Arvo's business and service providers may involve the transfer of personal data to jurisdictions outside the DIFC, including the United Arab Emirates, the European Economic Area, the United Kingdom, the United States and other jurisdictions where our users, service providers, cloud infrastructure, technology vendors, KYC providers, payment providers, professional advisers or counterparties are located.

Where we transfer personal data outside the DIFC, we will take steps designed to ensure that the transfer complies with applicable data protection laws. This may include transferring personal data to jurisdictions recognised as providing adequate protection, entering into appropriate data transfer agreements, using standard contractual clauses or DIFC-approved safeguards, conducting transfer risk assessments, applying additional technical and organisational measures, or relying on a permitted derogation under applicable law.

14. Data Retention

We will retain personal data for as long as reasonably necessary for the purposes for which it was collected, including to provide the Services, maintain investor records, comply with regulatory obligations, comply with AML and sanctions requirements, administer investments, resolve disputes, enforce agreements, maintain audit trails, support legal claims and comply with accounting, tax and record-keeping obligations.

In general, records relating to client onboarding, KYC, AML, sanctions screening, client classification, investments, payments, client money, transactions, communications, complaints and regulatory matters will be retained for at least six years after the end of the relevant relationship, transaction, investment, account closure or other relevant event, unless a longer retention period is required or permitted by applicable law, regulation, court order, regulatory request, internal policy, investigation, audit or legal proceeding.

Where personal data is no longer required, we will take reasonable steps to delete, securely destroy, anonymise or de-identify it, subject to applicable legal, regulatory, technical and operational requirements. Backup copies may be retained for a limited period in accordance with our backup and disaster recovery procedures.

15. Account closure and deletion

You may request closure of your Arvo account and deletion of your associated personal data at any time by contacting support@arvo.co.

Account closure is subject to the conditions set out in our Terms and Conditions: your account can be closed only once you have no active commitments, no pending transactions, no SPV holdings, no outstanding fees or other amounts due, no remaining account or wallet balance, and no unresolved investigations or other continuing obligations. Until those conditions are satisfied, your account remains open and we will continue to process your personal data as necessary to perform our contract with you, administer your investments and comply with our legal and regulatory obligations.

Upon closure of your account, we will delete, anonymise or de-identify your personal data, except for data that we are required or permitted to retain as described in section 14 (Data Retention), including records retained for at least six years after account closure to comply with DFSA record-keeping, AML, tax and audit obligations, or where retention is necessary for the establishment or defence of legal claims.

We will respond to deletion requests within one (1) month of receipt. Where a request is particularly complex, or requests are numerous, we may extend this period by up to two (2) further months and will notify you of the extension and its reasons within the first month. We may require additional information to verify your identity before acting on a request, in which case the response period begins once your identity has been reasonably confirmed. Certain data held in backup or archival systems may be deleted on a delayed cycle in accordance with our backup and disaster recovery procedures, during which it is not used for any active purpose.

If we refuse, limit or defer your request, we will inform you of the reasons in writing (unless we are legally prevented from doing so), and you have the right to lodge a complaint with the DIFC Commissioner of Data Protection and to apply to the DIFC Courts.

16. Cookies and Similar Technologies

We may use essential cookies and similar technologies that are necessary for the operation, security and functionality of the Platform. These may include cookies required for authentication, session management, fraud prevention, load balancing, user preferences and security.

Subject to applicable consent requirements, we may also use analytics, performance, functional, marketing or advertising cookies to understand how users interact with the Platform, improve user experience, measure campaign performance and deliver relevant communications.

You may manage cookies through your browser settings or, where available, through our cookie preference tools. If you block or disable certain cookies, some parts of the Platform may not function properly or may be unavailable.

Third parties may also use cookies or similar technologies in connection with analytics, advertising, social media, payment, authentication or other integrated services. We do not control third-party cookies and are not responsible for the privacy practices of third-party providers.

Further information about the categories of cookies and similar technologies used by Arvo, including strictly necessary cookies, authentication and security cookies, functional cookies, KYC/AML and compliance cookies and technologies, payment and transaction cookies, performance and analytics cookies, marketing, referral and advertising cookies, and embedded content and third-party interaction cookies, is set out in Arvo's Cookie Policy.

17. Marketing Communications

We may send you marketing communications, educational materials, newsletters, product updates, event invitations, surveys, promotions, referral information or other information about Arvo and our Services where permitted by applicable law.

You may opt out of marketing communications at any time by using the unsubscribe instructions in our communications, changing your preferences where this functionality is available, or contacting us using the details in section 23.

Even where you opt out of marketing communications, we may continue to send you service, legal, regulatory, security, account, investment, transaction or relationship communications that are necessary for the operation of the Platform or our relationship with you.

18. Security

We take reasonable technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access and other unlawful or unauthorised processing.

Our security measures may include encryption in transit and at rest, access controls, role-based permissions, multi-factor authentication for administrative users, audit logs, security monitoring, vulnerability management, web application firewall protections, DDoS mitigation, code scanning, incident response procedures, vendor due diligence, contractual controls, employee confidentiality obligations, restricted access to confidential documents and periodic review of security controls.

No system, platform, network, database or transmission method is completely secure. You are responsible for keeping your account credentials confidential, using strong passwords, maintaining control of your devices and promptly notifying us if you suspect unauthorised access to your account.

19. Data Breaches and Security Incidents

If we become aware of a personal data breach or security incident affecting personal data, we will assess the incident and take appropriate steps to contain, investigate and remediate it. Where required by applicable law or regulation, we will notify the relevant regulator, authority and/or affected individuals.

20. Accuracy of Personal Data

You are responsible for ensuring that personal data you provide to us is accurate, complete and up to date. You must promptly update your account information or notify us of any changes to your identity, contact details, residency, tax status, payment details, source of funds, source of wealth, investor profile, client classification, sanctions status, PEP status or other information relevant to your relationship with us.

We may suspend access to some or all Services where we are unable to verify your information or where information appears to be inaccurate, incomplete, misleading or inconsistent with our legal or regulatory obligations.

21. Children and Minors

The Services are not directed at individuals under 18 years of age. Arvo does not knowingly offer the Services to minors or knowingly collect personal data from individuals under 18. If Arvo becomes aware that it has collected personal data from an individual under 18 without an appropriate lawful basis or authority, Arvo will take reasonable steps to delete, disable or de-identify such information, unless retention is required by applicable law, regulatory obligations, security requirements, audit requirements or financial crime prevention obligations.

22. Third-Party Links, Integrations and Services

The Platform may contain links to third-party websites, applications, platforms, payment providers, social media platforms, property platforms, document-signing tools, identity verification providers or other third-party services.

We are not responsible for the privacy practices, security measures, content, terms or policies of third parties. Your use of third-party services may be governed by their own terms and privacy notices.

23. Contact Us

If you have any questions about this Privacy Policy or wish to make a privacy-related complaint, please contact us at:

Arvo Limited Address: Unit GD-PB-04-01-OF-01-0, Level 1, DIFC Funds Centre, Precinct Building 4, Dubai International Financial Centre Email: support@arvo.co Data Protection Officer / Privacy Contact: compliance@arvo.co

To exercise any of the rights described in section 15, please contact us at support@arvo.co.

You may also have the right to contact the DIFC Commissioner of Data Protection in accordance with applicable DIFC data protection laws.

24. Changes to this Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our business, the Platform, legal requirements, regulatory expectations, service providers, technology, data processing practices or operational requirements.

Where required by applicable law, we will notify you of material changes through appropriate means, which may include email, Platform notifications, website notices or other communications. The latest version of this Privacy Policy will be made available on the Platform and will state its effective date.

25. Interpretation

In this Privacy Policy:

(a) "personal data" means any information relating to an identified or identifiable natural person;

(b) "processing" means any operation performed on personal data, including collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, transmitting, sharing, restricting, erasing or destroying it; and

(c) "applicable law" means any DIFC, DFSA, UAE or other legal or regulatory requirement applicable to Arvo from time to time, including in relation to data protection, financial services, AML, sanctions, tax, cyber security and consumer protection, and any court or regulatory order.

This Privacy Policy governs how we process personal data. The operation, suspension, termination and closure of your account are governed by our Terms and Conditions.

In the event of any inconsistency, and in each case only to the extent of the inconsistency:

(a) applicable law prevails over both this Privacy Policy and the Terms and Conditions;

(b) as between this Privacy Policy and the Terms and Conditions, the Terms and Conditions prevail in respect of the operation, suspension, termination and closure of your account, and this Privacy Policy prevails in respect of the processing of personal data.