#### **TERMS AND CONDITIONS**

# Updated on 13 October 2025

These Terms and Conditions of Use (the "Terms") set out the legally binding terms governing the relationship between Stake One Real Estate Brokerage L.L.C., a company incorporated and existing under the laws of UAE, with its registered office at Dubai, UAE (hereinafter referred to as "Stake", "we", "us", or "our"); and any individual or legal entity (hereinafter referred to as the "User", "you", or "your") who accesses or uses the website www.getstake.com (the "Website" or "Site") a and/or mobile application (the "Platform") and/or engages any services provided by Stake through the Website (the "Services"). By accessing or using the Website and/or the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree with these Terms, you must refrain from using the Website and/or the Services.

The applicable Terms are those in force at the time you access the Website and/or use the Services. Your access to or use of the Website and/or the Services constitutes your unconditional acceptance of these Terms. Before using the Services, you are encouraged to read these Terms carefully. The Services are intended for your personal use and are not to be utilised in direct connection with any professional or commercial activity.

A PDF version of these Terms may be downloaded by clicking the designated link at the bottom of this document.

### Eligibility:

You confirm that you are at least 18 years old and have the legal capacity to enter into binding agreements. To access the Website or use the Services, you must declare that you are at least eighteen (18) years of age.

Access to the Website is conditional upon successful completion of our identity verification (KYC) process. If your KYC application is rejected for any reason, you will not be able to access the Website or Platform or use our Services.

The Company reserves the right, at its sole discretion, to refuse, suspend or discontinue providing Services to any User at any time.

### **Description of Services:**

The Services are provided by **Stake One Real Estate Brokerage L.L.C.** ("Stake", "we", "us", "our"), a licensed real estate brokerage in Dubai, UAE. Through our Website and/or mobile application (the "Platform"), we facilitate the buying, selling, and marketing of real estate properties located in Dubai, including but not limited to:

- Listing properties for sale;
- Marketing properties through digital and offline channels;
- Assistance in booking and buying the property;
- Assisting clients in property viewings and negotiations; and
- Providing general market information for Dubai's real estate sector.

All property listings and related details (including photographs, floor plans, descriptions, and prices) are provided for informational purposes only. While Stake endeavours to ensure the accuracy and

timeliness of such information, we do not warrant that any listing, price, availability, or description is complete, accurate, or current.

Any information provided through the Services does not constitute legal, financial, or investment advice. Users are encouraged to seek independent professional advice before making any property-related decisions.

You acknowledge and agree that Stake shall not be held responsible or liable for:

- The accuracy, reliability, or completeness of property information provided on the Platform;
- Any changes in property availability, pricing, or market conditions; or
- Any direct or indirect losses resulting from property transactions initiated through or in connection with our Services.

The Services are provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Stake reserves the right, at its sole discretion, to modify, suspend, or discontinue any part of the Services at any time without prior notice, and shall not be liable for any consequences resulting from such changes.

### **Account Registration:**

User signs up on the Stake platform, providing accurate and complete personal and financial information. Identity verification (KYC) is completed before any transactions.

The company may request additional documentation or information at any time to verify the identity or the source of funds of the User.

### **Using the Platform:**

Users must create and maintain an active account, provide accurate information, and ensure compliance with all applicable laws and regulations. Users are responsible for maintaining the confidentiality of their account credentials and for all activity conducted under their account. Stake reserves the right to suspend or terminate accounts for any breach of these Terms, suspected fraud, or unlawful activity.

### **Deposits, Payments & Minimum Investment:**

The minimum booking amount for any property or offering will be stated on the platform at the time of investment.

All payments must be made in the currency specified by Stake and via the approved payment methods.

Stake may charge transaction or service fees as disclosed prior to payment.

### Responsibilities of the User:

By accessing the Website, Platform, and/or using the Services, the User agrees to comply with these Terms and all applicable laws, regulations, and guidelines of the United Arab Emirates.

The User undertakes to provide accurate, complete, and current information when engaging with Stake, including but not limited to personal identification details, contact information, and any property-related information necessary for the provision of the Services. Stake shall not be liable for any losses or issues arising from inaccurate, incomplete, or outdated information provided by the User.

The User agrees not to use the Website, the Platform, or the Services for any unlawful, fraudulent, misleading, or malicious purposes, including but not limited to misrepresenting property ownership, engaging in unlicensed brokerage activity, or providing false information to potential buyers or sellers.

The User shall not engage in any conduct that may damage, disable, overburden, or impair the proper functioning of the Website or interfere with any other party's use of the Website or the Services.

The User shall not engage in any data mining, scraping, automated data collection, or similar activities in relation to the Website or any property listings, nor attempt to gain unauthorised access to any part of the Website, Platform, or related systems.

The User acknowledges and agrees that any breach of these obligations may result in the suspension or termination of their access to the Website and/or Services, at Stake's sole discretion, without prior notice, and without prejudice to any other legal remedies available to Stake.

#### **Non-Refundable Payments:**

All payments made to Stake, whether for deposits, investments, transaction fees, booking fees, or service charges, are non-refundable, except in the limited circumstances expressly provided below. By making a payment, you acknowledge and agree that you shall have no right to claim any reimbursement, reversal, or credit for such amounts, whether in full or in part, other than as set out in the exceptions below. This applies regardless of the reason, including but not limited to withdrawal from a transaction, change of mind, or dissatisfaction with the Services.

### **Exceptions to Non-Refundable Payments**

Stake may consider a refund only under the following limited circumstances:

- 1) Expression of Interest: If the User pays fees representing an expression of interest (booking amount) for a specific property and the developer or seller does not accept the property secured by Stake (Stake is unable to secure the property that the User expressed interest in), the User may be entitled to a refund. The refund is dependent on the terms of the developer or seller and Stake has no discretion or decision-making authority over the fees charged.
- 2) Unit Reservation: If the User pays booking fees to reserve a specific unit but subsequently elects not to proceed, Stake will refund the booking fee paid by the User, less a deduction equal to two and a half percent (2.5%) of the total fee paid to cover administrative costs. In addition to the beforementioned deduction levied by Stake, the developer or seller retains the right to claim fees if the User pays booking fees and subsequently elects to not proceed.

The non-refundable payments that users will be subject to will include but is not limited to:

Table 1

Developer	Non-refundable payment if an EOI was paid but the property is not secured/allocated	Non-refundable payment if the User's EOI is paid and a property was allocated, and the User decides to opt out
Emaar Properties	AED 5,000 will be deducted from the EOI	No penalty, unless an offer to purchase was signed
Ellington Properties Development L.L.C	None	No penalty, unless the EOI has been paid and the property was allocated. The non-refundable amount is determined by the developer.

Table 1 is subject to change and the non-refundable payments may be changed at any point in time by the developer.

In all circumstances, Stake reserves the right, at its sole and absolute discretion, to determine whether a refund shall be granted. Any decision to grant, withhold, or condition a refund shall rest exclusively with Stake.

### **Security, Access, and Account Management:**

Stake reserves the right to enhance the security of certain features of the Website or Services by requiring a password and/or account identification. At our sole discretion, we may require you to create an account, update your account password, or complete a password reset.

For technical, operational, or other reasons, Stake may restrict access to certain features or sections of the Website or the Services, including but not limited to the ability to view specific property listings or access related materials.

Stake also reserves the right to suspend or terminate your access to the Services or your account if we determine, in our sole discretion, that your conduct violates these Terms, applicable laws, or Stake's policies, or otherwise provides reasonable grounds for such action.

### **Intellectual Property and Usage Restrictions**:

All content and materials available on the Website or Platform, including but not limited to text, graphics, logos, icons, images, audio and video files, software, and the layout, design, and overall structure (collectively, the "Content"), are the exclusive property of Stake, its licensors, or its content providers, and are protected by applicable copyright, trademark, and other intellectual property laws of the United Arab Emirates and relevant international treaties.

The Platform, including its underlying software, algorithms, data processing methods, and any reports or materials generated therefrom, constitutes the intellectual property of Stake and/or its technology

partners. It is licensed to you on a limited, personal, and non-commercial basis strictly in accordance with these Terms, and is not sold.

Unless expressly permitted under these Terms or with Stake's prior written consent, you shall not:

- Copy, reproduce, modify, adapt, create derivative works from, distribute, transmit, display, publish, sell, license, or otherwise exploit any part of the Content or the Platform for commercial purposes;
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, architecture, or underlying structure of the Platform;
- Use any trademarks, service marks, trade names, or logos belonging to Stake or its partners without prior written authorisation.

Nothing in these Terms shall be construed as granting, whether by implication or otherwise, any licence or right to use Stake's or any third party's intellectual property without express written approval.

### **Data Privacy**

The User confirms that he/she has read and understood the Privacy Policy of Stake, which explains how Stake collects, uses, stores, and processes personal data in accordance with applicable laws.

The User consents to the collection, use, and processing of their personal data as described in the Privacy Policy.

# Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)

The User warrants that they are not engaged in, and will not use the Website or Services for, any activity involving money laundering, terrorist financing, or any other illegal activity.

The Company reserves the right to monitor transactions and activity on the Website or Platform for suspicious behaviour and to report such activity to the relevant authorities in accordance with applicable law.

### **User Warranties**

The User confirms that they are the legitimate owner of funds or assets being used on the Platform. And that funds used on the platform do not originate from criminal or illegal activities.

### **Disclaimer and Limitation of Liability:**

**General Disclaimer**: The Website, the Platform, and any related reports, data, or content (collectively, the "Information") are provided for general informational purposes only and are intended to serve as a guide. Nothing contained in the Information constitutes, or should be construed as, professional advice, an offer, or a binding contract for the sale, lease, or transfer of any property. The Information does not consider the specific objectives, financial situation, or needs of any individual User.

**No Reliance; User Responsibility**: You must not rely solely on the Information as a statement or representation of fact. The Information is not a substitute for your own independent enquiries, investigations, inspections, or professional advice. You are solely responsible for verifying the

accuracy, reliability, suitability, and completeness of any information before making decisions or taking action based upon it.

**Basis of Report Preparation**: Any reports generated through the Platform are prepared using independent research, publicly and privately available data, general market knowledge, and consultations with third-party market participants. While reasonable care is taken in their preparation, such reports may not account for all market variables and may not reflect current market conditions or unique property characteristics.

**No Guarantees on Forecasts or Projections**: Any financial estimates, market forecasts, or future performance projections provided through the Website or Platform are inherently speculative and subject to assumptions and external factors. No warranty, assurance, or guarantee is given that such estimates or projections will be achieved. Variations between projected and actual results are expected and may arise due to market fluctuations, economic events, or other factors beyond Stake's control.

Accuracy of Third-Party and Submitted Data: Stake may rely on third-party data providers and information submitted by Users. While reasonable efforts are made to ensure the reliability of such data, Stake does not guarantee its accuracy, timeliness, or completeness. All data from external sources is assumed to be accurate unless otherwise stated.

**Limitation of Liability**: To the maximum extent permitted by applicable law, Stake, its affiliates, officers, employees, agents, contractors, and licensors shall not be liable to you or any third party for any direct, incidental, consequential, punitive, or special losses, damages, costs, or expenses (including, without limitation, loss of profits, data, goodwill, or business opportunities) arising from or connected to:

- The use of, or reliance on, the Website, Platform, or any Information;
- Inaccuracies or errors in any report or data;
- The disclosure or transmission of any report to third parties; or
- Any act or omission beyond Stake's reasonable control.

**Legal and Regulatory Compliance**: You are solely responsible for ensuring that your use of the Platform and any reports complies with all applicable laws and regulations in your jurisdiction. Stake does not assume responsibility for legal, regulatory, or compliance matters.

**No Third-Party Liability**: The Information and any reports are prepared solely for your use and shall not be relied upon by, or create any duty of care towards, any third party to whom the report may be disclosed. Stake accepts no responsibility for third-party use or interpretation of the Information.

**Good Faith; No Warranties**: While the Information is prepared in good faith, Stake makes no express or implied warranties as to its accuracy, completeness, currency, fitness for a particular purpose, or non-infringement. Your use of the Platform and the Information is at your sole risk.

### **Privacy and Third-Party Links:**

**Privacy**: You confirm that you have read and understood Stake's Privacy Policy, which explains how we collect, use, store, and process your personal data.

**Third-Party Links**: The Website or Platform may contain links to third-party websites or resources, including but not limited to links in advertisements, banners, or sponsored content, provided solely for your convenience.

**No Control or Endorsement**: Stake does not control, monitor, or endorse the content, availability, or accuracy of any third-party websites or resources linked to the Website or Platform. We accept no responsibility or liability for any content, services, or information provided by such third parties, nor for any loss or damage arising from your use of or reliance on them.

**User Responsibility**: If you choose to access a third-party website via a link on our Website or Platform, you do so entirely at your own risk. Your access to and use of such websites will be subject to their respective terms and conditions, and Stake is not responsible for any transactions, interactions, or agreements between you and any third-party site or service.

#### **Governing Law and Jurisdiction**

All matters relating to the Website, the Platform, these Terms, and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws in force in the Emirate of Dubai, United Arab Emirates, without regard to any choice or conflict of law principles. Any legal action, suit, or proceeding arising out of, or relating to, these Terms or the Website shall be brought exclusively before the competent courts of Dubai, United Arab Emirates. However, Stake reserves the right to initiate proceedings against you for breach of these Terms in your country of residence or any other jurisdiction where such proceedings may be appropriate. You irrevocably waive any objection to the exercise of jurisdiction by such courts and to the venue of such proceedings.

### **Waiver and Severability**

No waiver by Stake of any term or condition set out in these Terms shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by Stake to exercise any right or enforce any provision under these Terms shall not be deemed a waiver of such right or provision.

If any provision of these Terms is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, that provision shall be modified or limited to the minimum extent necessary to ensure that the remaining provisions of these Terms remain valid and enforceable in full force and effect.

### **Entire Agreement**

These Terms, together with Stake's Privacy Policy, constitute the entire agreement between you and Stake with respect to the Website and the Services, and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to the Website or the Services.

### **Contact Information**

The Website and Platform are owned and operated by Stake. For technical support or other communications relating to the Website or the Services, you may contact us at: contact@getstake.com.