

THIS AGREEMENT AND ANY TOKENS ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES; INCLUDING THE MEMBER STATES OF THE EUROPEAN UNION. THESE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.



A blockchain project aiming to create ^{SEP}the world's first fully decentralized investment platform

Developed, featured and executed by TABARAK INVESTMENT CAPITAL Limited, DIFC, Dubai (UAE).

Terms of Use and Risk Notifications

1. Introduction

We are committed to protecting and respecting your privacy. We are equally committed to ensuring that all our employees, service providers and agents uphold these obligations.

These terms and conditions (hereinafter the “Terms”) describe information applicable to the use of the <https://nacreouscoin.io> website and its services, which is owned and operated by TABARAK Investment Capital Limited. By using the Website or its related services, including Referral Program and Token sale process, you expressly agree to be bound by all of the terms and conditions set forth. In accepting this agreement, you acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. You also warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on <https://nacreouscoin.io> with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of <https://nacreouscoin.io>; and comporting with and obeying all applicable laws. At any point, if you do not agree to any portion of the current Terms, you should not proceed to use the Website, the Referral Program or participate in the Token sale. TABARAK has the right to review and amend the current agreement at any time without notice.

2. Terms and Definitions

In the present document, the following terms shall have the meaning specified below:

“Bitcoin” or “BTC” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger.

“Blockchain” - a distributed database that maintains a continuously growing list of ordered records called blocks. By design, blockchains are inherently resistant to modification of the data — once recorded, the data in a block cannot be altered retroactively.

“Cryptocurrency” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger via blockchain.

“Escrow” - money held by a third-party entity on behalf of transacting parties. “Investor” - a person

“NACREOUS Coin” - alternative cryptocurrency launched by TABARAK.

“User” - a registered person at <https://nacreouscoin.io> participating in the funding.

“Purchaser” - legal or natural person participating in the Token sale.

“Service” (“System”) - Nacreouscoin.io fund platform at <https://nacreouscoin.io>.

“Smart contracts” (“Smart contract system”) - are self-executing contractual states, stored on the Ethereum blockchain, which nobody controls and therefore everyone can trust.

“Token sale” - a process in which a new project sells part of its tokens to early adopters and enthusiasts in exchange for money.

“Website” - the website on the Internet at <https://nacreouscoin.io> “Whitepaper” – an informational document issued by <https://nacreouscoin.io> highlighting the features of the Service, available for download at <https://nacreouscoin.io>.

3. General provisions

The Service provides the Users with opportunity to participate in Token sale by transferring their money to NACREOUS Coin cryptocurrency wallets and purchasing Tokens. The aforementioned relationships between the Service and User as well as the development, programming and issuance of the Smart Contract System, managing and executing marketing programs, operation of user interfaces by the company and/or individuals providing services (“Workshop”) and its advisors and affiliates as well as any use and allocation of funds transferred to the Smart Contract System are regulated exclusively by the Smart Contract System to the Workshop and / or third parties and no other terms shall be relevant or can be relied upon.

4. Status of these Terms

4.1 The purpose of these Terms is to explain the functionality Service and to notify the persons who intend to enter into the relations with Service about the risks connected with the use of Service as well as about the risks connected with participation in lottery. ^[SEP]

4.2 The list of risks specified in these Terms is not comprehensive, as well as it may not contain those risks which cannot be predicted at the present moment. If you are not sure that you can estimate the probability of occurrence of such risks by yourself, you are advised to contact an appropriate specialist (a lawyer, an auditor, an adviser or a programmer) before making a decision about entering into the relations with the Service. ^[SEP]

4.3 Reviewing these Terms does not substitute reviewing the Blockchain system. By transferring NACREOUS Coin to the Service you confirm that you have read the Blockchain system instructions and fully and unconditionally agree with the conditions hereof. ^[SEP]

4.4 You may not take legal actions against any Users and/or the Service connected with using of Service, including, but not limited to claims based on the fact that you did not read nor did not understand the terms and conditions of the Blockchain system. [L] [SEP]

4.5 These Terms might be amended and/or updated in the future. The relevant Terms are the ones showed on the Site. In order to obtain the most complete and current information regarding the Service you should periodically review this section. [L] [SEP]

5. Guarantees of the User

By using the Service the User guarantees that:

5.1 By purchase NACREOUS Coin on our Service platform the User expressly agrees to all functionality set forth in the whitepaper. The User further confirms to have carefully reviewed the Nacreouscoin.io Service and these Terms and fully understand the risks and costs of contributing into the Service; [L] [SEP]

5.2 The User has a firm understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with NACREOUS Coin and blockchain-based software systems; [L] [SEP]

5.3 The User has carefully reviewed the Nacreouscoin.io whitepaper, and agrees with all provisions; [L] [SEP]

5.4 The User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of Tokens; [L] [SEP]

5.5 The User understands that creation of Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; [L] [SEP]

5.6 The User understands that the transfer of NACREOUS Coin to the Service and the operation of the Services carries significant financial, storage, regulatory and reputational risks as further set forth in the Terms; [L] [SEP]

5.7 The User understands that NACREOUS Coin transferred to the Service can be transferred to individuals and/or entities which provide services for the development of Services, for marketing and operation of the Services; [L] [SEP]

5.8 The User understands that the User has no right against any party whatsoever to request any refund of the NACREOUS Coin submitted to the Service for the creation of the Tokens under any circumstance; ^[L]_[SEP]

5.9 The User understands that Tokens are not designed to form any form of currency and that the value of Tokens over time may experience extreme volatility or depreciate in full; he/she has sufficient legal capacity in accordance with the law to enter into Service; ^[L]_[SEP]

5.10 The User understands that he/she is not going to enter the Blockchain System and/or to use User's wallet or Tokens for the purpose of avoidance of bans and/or restrictions put on it by the law, as well as not to use the Blockchain Systems with the aim of creating speculative, misleading and/or fraudulent schemes; ^[L]_[SEP]

6. Entry to and Execution of Service

Tokens do not originate and do not provide any rights for participation in property, joint stock or authorized capital of any associations, partnerships, companionships or any other forms of legal entities of whatever jurisdiction. Tokens cannot be used as any kind of security.

Tokens do not provide their holders with any additional rights in material, as well as non-material nature, except for those rights that are stipulated by the Service (Nacreouscoin.io Asset Contract, refer to whitepaper).

The execution is nominated in NACREOUS Coin accepted by us and is provided automatically at occurrence of the terms specified in the Blockchain. The Users understand and accept that they are not able to challenge the data in the System or ask for the reimbursement for the Service or any other reimbursement.

7. User Wallet ^[L]_[SEP]

7.1 Users can register with their own crypto wallet or a crypto wallet may be created for them at a later point in time.

7.2 User wallets created by Nacreouscoin.io can either be retrieved and self-maintained or maintained by Nacreouscoin.io.

8. Notification About Risks

The User understands and accepts the risks in connection with transferring NACREOUS Coin to the Service. In particular, but not limited, the User understands the inherent risks listed hereinafter:

8.1. Risk of software weaknesses: The User understands and accepts that the Blockchain System concept, the underlying software application and software platform is still in an early development stage and unproven, why there is no warranty that the process for creating and transferring tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of NACREOUS Coins.

8.2. Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the System and which may, inter alia, result in substantial modifications of the Service, including its termination and the loss of NACREOUS Coins or tokens for the User.

8.3. Risk of abandonment / lack of success: The User understands and accepts that the creation of the Tokens and the development of the Service may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Services are partially or fully developed and launched, the User will receive any revenues through the Tokens held by him.

8.4. Risk of Loss of private key: NACREOUS Coin in account wallets can only be accessed with a wallet seed or combination of private key and password. The private key is encrypted with a password. The User understands and accepts that if his wallet file or password respectively his private key got lost or stolen, the obtained NACREOUS Coins associated with the User's Wallet or password will be unrecoverable and will be permanently lost with the wallet seed.

8.5. Risk of theft: The User understands and accepts that the Service concept, the underlying software application and software platform may be exposed to attacks by hackers or other individuals that that could result in theft or loss of Bitcoins and Altcoins or tokens, impacting the ability to develop the Services. Investing in an ICO may limit the recovery in the event of fraud or theft. While the user may have rights under applicable securities laws, the ability to recover may be significantly limited.

9. Token sale

9.1 In order to increase the fund and run a marketing campaign Nacreouscoin.io is planning to conduct a Token sale ("Initial Coin Offering", "ICO") starting on October 1st 2018. In addition, Nacreouscoin.io may or may not offer Tokens pre-ICO, for limited time and

volume. [L]
[SEP]

9.2 By transferring NACREOUS Coins or other supported crypto currencies to the Nacreouscoin.io address, the Purchaser confirms to understand and accept that he/she makes a contribution into a Nacreouscoin.io System for the development of the project, as described in the Nacreouscoin.io Whitepaper, available at the <https://nacreouscoin.io> website. [L]
[SEP]

9.3 The Purchaser understands and accepts that while the individuals and entities, including Nacreouscoin.io, assigned to this task will make reasonable efforts to develop the Nacreouscoin.io System, it is possible that such development may fail or become useless, and/or valueless due to technical, commercial, regulatory or any other reasons. [L]
[SEP]

9.4 The Purchaser understands that there are serious risks connected with buying cryptocurrency, such as heavy fluctuations of virtual or actual currency values, which in turn may lead to total loss of currency over short or long periods. [L]
[SEP]

9.5 The Purchaser acknowledges and understands that the Tokens have no warranty whatsoever, expressed or implied, to the extent permitted by Applicable Law and accordingly that Tokens are purchased on an "as is" basis. [L]
[SEP]

9.6 The Purchaser also understands that Nacreouscoin.io will not provide any refund of the purchase price for Tokens under any circumstance. [L]
[SEP]

9.7 The Purchaser further agrees to accept sole and exclusive risk for the purchase of Tokens through the Nacreouscoin.io Service. The Purchaser recognizes that the Nacreouscoin.io Platform is currently being developed and may undergo significant technical and functional changes before release. [L]
[SEP]

9.8 In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, the Purchaser agrees not to respond directly to any inquiry regarding its purchase of Tokens, including but not limited to email requests purportedly coming from Nacreouscoin.io. The Purchaser understands that Nacreouscoin.io may send the Purchaser emails from time-to-time, but these email notices will never ask for information or require a response from the Purchaser. [L]
[SEP]

9.9 The Purchaser recognizes that Nacreouscoin.io does not warrant the period of time for which the Nacreouscoin.io Service will be operational. Nacreouscoin.io for a number of reasons, including a lack of interest from the public, a lack of funding or competing service

providers that seek to develop similar products, may abandon the Nacreouscoin.io Service and use competitor's services built on the same underlying protocol and open source technology.

9.10 The Purchaser understands that between the time of purchase of Tokens by means of the Token sale and the inception of the Nacreouscoin.io Service, Tokens will be tradable in the Purchaser's discretion and shall be therefore be a liquid asset class.

9.11 By purchasing the NACREOUS Coins, the Purchaser confirms that he/she:

- Is legally permitted to purchase Tokens in the Purchaser's jurisdiction; [L] [SEP]
- Is of a sufficient age to legally purchase Tokens or has received permission from a legal guardian [L] [SEP] who has reviewed and agreed to these Terms and the Sale Agreement; [L] [SEP]
- Will take sole responsibility for any restrictions and risks associated with the purchase of Tokens [L] [SEP] as set in the Terms; [L] [SEP]
- Is not exchanging Bitcoin for Tokens for the purpose of speculative investment; [L] [SEP]
- Has a full and complete understanding of the usage and intricacies of Blockchain-based assets, [L] [SEP] like Tokens, Bitcoins and Altcoins and Blockchain-based software systems. [L] [SEP]
- Is not a citizen of the United States of America and India. [L] [SEP]

9.12 After purchasing NACREOUS Coins, the Purchaser becomes a Token Holder. Every Token Holder becomes part of the funding system organized by the Nacreouscoin.io Service and is entitled to: [L] [SEP]

- Trade NACREOUS Coins with other Users. [L] [SEP]
- Opt out of fundings at any time by giving back the tokens to Nacreouscoin.io. [L] [SEP]

9.13 The price of one NACREOUS Coins is set at \$50 USD initially. The price can be altered at any time, at the sole discretion of TABARAK management. There will be 25`000`000 NACREOUS Tokens issued. Regarding the Token distribution, please refer to Nacreouscoin.io whitepaper. [L] [SEP]

10. Taxation [L] [SEP]

The Users bears the sole responsibility to determine if the contribution to and receipt from the Smart Contract System, including but not limited to the acquisition of Tokens, change

of the Token's value with the course of time and the receive function of the Smart Contract System shall be a taxable event for the User. The Users bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Users. The Service is not a tax agent of the User, as well as it does not advise the User on the order of calculation and/or the payment of taxes. [SEP]

11. No Forward-Looking Statements [SEP]

11.1. Nothing in the Service, in the Terms or in any statements or information contained on the Site at any moment, or in any means of communication of the Service (including but not limited to the publications in social media, as well as the statements or declarations made by inter alia the representatives of the Service, notwithstanding whether they had been made personally or on behalf of the Service), not withstanding the time of their occurrence, shall be construed as the guarantee of gaining profit or benefit in any other form. The Users understand that participating in funding and ICOs may result in financial losses. [SEP]

11.2. The User understands and accepts that while the individuals and entities assigned to provide certain tasks to develop Service and Tokens will make reasonable efforts to develop, complete these tasks as well as operating the Services under any regulatory scheme, it is possible that such development may fail and Tokens become useless or valueless due to technical, commercial, regulatory or any other reasons. [SEP]

11.3. Hence, User therefore understands and accepts that the transfer of NACREOUS Coins to the Service may result in a total loss and that User shall not have any claim whatsoever to reclaim any cryptocurrency lost.

12. No Liability

12.1. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the Service, the Blockchain System liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, Tokens, Services or Blockchain system under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Blockchain System and/or the Services shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Blockchain System and/or Services. The User further specifically acknowledges that developers, auditors, contractors or founders of the Tokens, Smart Contract System and/or the Services are not liable, and the User agrees not to seek to hold them liable, for the conduct of third

parties, including other creators of Token, and that the risk of creating, holding and using Token rests entirely with the User. By creating or holding Token, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation or ownership of Token or any other action or transaction related to the Smart Contract System.

12.2. The Service does not guarantee the permanent and uninterrupted operation of the Site and does not take any responsibility for direct, indirect, accidental, special, circumstantial or punitive damages, including but not limited to the losses in the form of lost profit for the mistakes and/or technical issues in operation of the Site, or restriction of the access to the Site on the territory of any jurisdiction.

13. Collection of Information

13.1 We will collect and process the following data about you:

13.1.1 Information you give us. This is information about you that you give us by filling in forms on our site <https://nacreouscoin.io> (the “**Website**”) or by corresponding with us by email or otherwise. It includes information you provide when you register to use the Website, when you order products from us, subscribe to our service, when you submit a query or request from us, when you fill in forms on the Website, when you respond to a survey and when you report a problem with the Website. The information you give us may include your name, address, email address, phone number, financial and credit card information, currency preference, personal description and photograph, images of your government issued ID and/or passport and utility bills, statements or other documents you may submit as a proof of your address, any other information or documents in relation to your identity, the source of your wealth, the source of funds used for the purposes of acquiring NACREOUS Coins and any other documents or data from which you can be identified.

13.1.2 Information we collect about you. With regard to each of your visits to the Website we will automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet; [SEP]
- your login information; [SEP]
- browser type and version; [SEP]
- time zone setting; [SEP]
- browser plug-in types and versions; [SEP]
- operating system and platform; [SEP]

- information about your visit, including the full Uniform Resource Locators (URL);
- clickstream to, through and from the Website (including date and time);
- length of visits;
- page interaction information (such as scrolling, clicks, and mouse-overs); and
- methods used to browse away from the page; If you register with the Website, we may also collect and hold certain personal data about you, including:
 - information about your identity, such as your name and date of birth;
 - contact information, such as your postal address, email address and telephone numbers;
 - blockchain identifiers, such as blockchain addresses and public keys;
 - usernames and passwords which you create when registering for an account with us;
 - records of our communications with you, including any messages you send us;
 - identity verification information, such as images of your passport, government issued ID card, national ID card, utility bill or driver's licence;
 - information about any of our products or services we provide you; and
 - details about how to use the products and services we provide.

13.1.3 Information we receive from other sources. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information. Without this information, we may not be able to provide you with our products and/or services to respond to queries or requests that you submit to us and protect against the risks of cybercrime, fraud and money laundering and terrorist financing.

13.2 COOKIES

The Website uses cookies to distinguish you from other users of the Website. This helps us to provide you with a good experience when you browse the Website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy by following <https://nacreouscoin.io>.

13.3 USES MADE OF THE INFORMATION

We use information held about you in the following ways:

13.3.1 Information you give to us. We will use this information to:

- carry out our legal and regulatory obligations;
- provide you with information about the products and services that you request from us;

[L]
[SEP]

- enable us to offer you our products and services; [L]
[SEP]
- verify your identity (including age) when you are dealing with us to determine your [L]
[SEP] eligibility for any of our products and services; [L]
[SEP]
- comply with our legal and regulatory obligations; [L]
[SEP]
- answer your queries and requests; [L]
[SEP]
- carry out market analysis and research; [L]
[SEP]
- notify you about changes to our service; and [L]
[SEP]
- ensure that content from the Website is presented in the most effective manner for [L]
[SEP] you and for your computer. [L]
[SEP]

13.3.2 Information we collect about you. We will use this information to: [L]
[SEP]

- administer the Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; [L]
[SEP]
- improve our products and services and improve the Website to ensure that content is presented in the most effective manner for you and for your computer; [L]
[SEP]
- allow you to participate in interactive features of our service, when you choose to do so;
 - as part of our efforts to keep the Website safe and secure; [L]
[SEP]
 - monitor the use of our products and services; [L]
[SEP]
- manage and resolve any legal and commercial complaints and/or issues; and [L]
[SEP]
- keep you informed about our latest activities, including the sending out of newsletters.

13.3.3 Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

13.4 MARKETING CONDUCTED

We may from time to time use your personal data so that we can send you marketing materials about products or services provided by Darico that we think you may be interested in but we shall always give you the opportunity to easily opt-out of any such communications. You can opt-out of receiving marketing communications from us by contacting us at crypto@tabarak.ae or, in respect of emails, by clicking unsubscribe on the relevant email.

With your specific consent we may also provide you with information about products and services that are provided by third parties. We shall not use your personal data for marketing third party products and services unless we have received your consent.

We may use your personal data to market the following products and/or services to you:

- information on proposed new digital assets; ^[L]_[SEP] creating, purchasing and/or trading digital assets; ^[L]_[SEP] software and hardware wallets for holding digital assets; and ^[L]_[SEP] other products or services related to buying, selling, storing and trading digital assets.
- use your personal data in any direct marketing communications, you have the right to
- If we ^[L]_[SEP] request that we supply you with the source of that personal data. There is no fee for requesting this information. We will provide you with the source of the personal data, unless it is impracticable or unreasonable to do so.
- We may also use and disclose your details for other purposes in accordance with your requests including as required to provide the services you have requested.

13.5 DISCLOSURE OF YOUR INFORMATION

By voluntarily providing us with personal data, you are consenting to our use of it in accordance with this Privacy Policy. If you provide personal data to us, you acknowledge and agree that we have the right to share your personal information with:

13.5.1 Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries. ^[L]_[SEP]

13.5.2 Our staff who require the information to discharge their duties. ^[L]_[SEP]

13.5.3 Selected third parties including:

- identity verification agents; ^[L]_[SEP]
- fraud and crime prevention agencies and organisations; ^[L]_[SEP]
- business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you; ^[L]_[SEP]
- advertisers and advertising networks that require the data to select and service relevant adverts to you and others; ^[L]_[SEP]
- analytics and search engine providers that assist us in the improvement and ^[L]_[SEP] optimisation of the Website; ^[L]_[SEP]
- professional advisors who we engage to provide advice to our business; and ^[L]_[SEP]
- government authorities, crime investigation agencies, courts and others who ask us for disclosure as required by law or court order. We will disclose your personal information to third parties: ^[L]_[SEP]

13.6 Storage of Data

13.6.1 In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets. If NACREOUS or substantially all of its assets are acquired by a third party, in which case personal data held by us about its customers will be one of the transferred assets.

13.6.2 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#) and other agreements; or to protect the rights, property, or safety of NACREOUS, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

13.6.3 WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (" **EEA** "). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Our third party service providers are contractually bound to protect and use your personal data solely for the purposes for which it was disclosed, except as otherwise required or permitted by law. We ensure that such third parties will be bound by terms no less protective than those described in this Privacy Policy and as permitted under European data protection law and other applicable laws.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

We use reasonable physical, electronic and procedural safeguards to protect the personal information that we obtain from you from loss, misuse and unauthorised access, disclosure, alteration and getting destroyed. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use

strict procedures and security features to try to prevent unauthorised access.

13.7 RETAINING PERSONAL DATA

Your personal data will only be kept in our records for as long as required to meet our legal obligations and not longer than necessary.

For the most part, we will retain your personal data for up to 6 years. In some cases, we may be obliged to retain some of your personal data for longer periods as required by law. At our discretion, we may retain personal data for any period we consider reasonably necessary to do so in order to meet our legal obligations.

13.8 YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at crypto@tabarak.ae.

The Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

13.9 ACCESS TO INFORMATION

If you want to access any of the personal data that we hold about you or to correct some aspect of it (for example, because you deem it to be incorrect or incomplete), please contact our data protection officer: crypto@tabarak.ae

To protect the integrity and security of the information we hold, we may ask that you follow a defined access procedure, which may include steps to verify your identity. In particular cases we may charge you an administration fee for supplying you with access to the information you have asked for, but we will inform you of this before proceeding. There may be cases where we are not able to supply the information you request, such as where it would interfere with the privacy of others or result in a breach of confidentiality. In these cases, we will let you know why we cannot comply with your request.

Even if you do not request access to and/or correct your personal data held by us, if we are satisfied that, having regard to the reasons for which we hold your personal data that personal data is inaccurate, incomplete, outdated, irrelevant or misleading, we may take the necessary steps to correct that information.

13.10 CONSENT

By using the Website and the NACREOUS Services, you agree that you consent to this Privacy Policy, as updated from time to time and, if you have provided personal data, to us relating to any other person, you:

13.10.1 have a right to provide that information;^[SEP]

13.10.2 have provided a copy of this privacy policy, as updated from time to time, to that person;

13.10.3 and^[SEP] each of these persons have agreed to those terms.

14. CHANGES TO OUR PRIVACY POLICY

Any changes we make to our Privacy Policy in the future will be posted on this page by revising the date at the top of the policy and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

15. COMPLAINTS

We try to meet the highest standards in order to protect your privacy. Nevertheless, if you are concerned about the way in which we are managing your personal data and think we may have breached any applicable privacy laws, or any other relevant obligation, please contact our data protection officer using the contact details set out below. We will make a record of your complaint and refer it to our internal complaint resolution department for further investigation. We will deal with the matter as soon as we can and keep you informed of the progress of our investigation.

16. Miscellaneous

16.1. The User understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Under such scenario Tokens will likely have no intrinsic value.

16.2. The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

16.3. The Terms govern the creation, transfer and holding of the Tokens and supersede any public statements about the launch of Tokens and/or the Smart Contract System made by anyone in the past, present and future.

16.4. The applicable law are the laws and regulations of the DIFC, UAE. The ordinary courts of the registered domicile of the defendant, DIFC, United Arab Emirates, shall finally settle any dispute arising out of or in connection with the creation of the Tokens and the development of Services.

16.5. During the Pre-ICO phase, all terms & conditions of the “Simple Agreement for Future Tokens Purchase”, downloadable at our website www.nacreouscoin.io, are fully applicable in addition to these Terms of Service.

17. CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to crypto@tabarak.ae .