

TERMS OF USE

Level-Tech

Last updated: 03 April 2026

These Terms of Use (the “**Terms**”) govern your access to and use of the Level branded platform, website, onboarding interfaces, account dashboard, applications, APIs, widgets, and related technological solutions (collectively, the “**Platform**”) made available by SMART MONEY COMMERCIAL BROCKERS LLC, a company duly incorporated and existing under the laws of United Arab Emirates, with its registered office at AL NASR CENTRAL - HALL NO 1, Office NO 1-A67 (“**Smart Money**”, “**we**”, “**us**”, or “**our**”).

Please read these Terms carefully before using the Platform.

By accessing or using the Platform, submitting your information through the Platform, creating an account, or otherwise using any functionality made available under the Level brand, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the Platform.

1. About Level and Smart Money’s Role

Level is a technology platform and integration environment developed and operated by Smart Money.

Smart Money acts solely as a technical integrator, platform developer, and reseller acting on its own behalf in relation to access to the Platform and related onboarding flow. Smart Money is not a bank, payment institution, electronic money institution, virtual asset service provider, crypto-asset service provider, broker-dealer, investment firm, card issuer, IBAN provider, wallet custodian, fiduciary, or financial institution.

Smart Money does **not** itself provide financial services to users. Smart Money only provides access to a technology platform through which users may be introduced to, onboarded with, or enabled to interact with third-party licensed providers of financial and related services, including, where available:

- payment account or virtual IBAN providers;
- payment card issuers or program managers;
- crypto wallet providers;
- cryptocurrency exchange or execution providers;
- other regulated financial or payment service providers.

Any financial, payment, card, IBAN, wallet, custody, exchange, fiat, or crypto-related service made available via the Platform is provided by the relevant third-party provider, not by Smart Money. This distinction is important and is a central theme in the NEXT documents you shared, which also separate the platform role from the regulated provider role.

2. Eligibility

By using the Platform, you represent and warrant that:

- you are at least 18 years old, or the age of legal majority in your jurisdiction, whichever is higher;
- you have full legal capacity to enter into a binding agreement;
- your use of the Platform does not violate any applicable law or regulation;
- all information you provide through the Platform is true, accurate, complete, and not misleading.

If you are acting on behalf of a legal entity, you further represent and warrant that you are duly authorized to bind such entity to these Terms.

3. Scope of the Platform

The Platform may allow you to:

- create a user profile;
- submit onboarding information and supporting documentation;
- complete identity verification steps;
- access interfaces connected to third-party financial service providers;
- request or apply for services offered by third-party providers;
- view information, statuses, notifications, and account-related data;
- use technological tools, dashboards, and communications features related to supported services.

Smart Money may, at its discretion, add, remove, suspend, or modify Platform features at any time.

Access to any specific service, provider, feature, or geography may depend on your country of residence, nationality, legal status, risk profile, successful completion of onboarding, internal screening, and acceptance by the relevant third-party provider.

4. No Financial Services Provided by Smart Money

You expressly acknowledge and agree that:

- Smart Money does not open bank accounts, issue cards, provide IBANs, create wallets, execute payments, receive deposits as a financial institution, exchange fiat, exchange crypto-assets, provide custody, or provide investment services;
- Smart Money does not make any decision on behalf of any regulated provider regarding whether you will be accepted, rejected, restricted, or offboarded for any regulated service;
- all regulated services are performed exclusively by third-party licensed providers under their own legal terms, compliance frameworks, eligibility criteria, and operational rules.

Where required by the structure of the service, you may be required to accept separate agreements, disclosures, consents, terms of service, privacy notices, or risk warnings of the relevant third-party provider before using its services.

5. Reseller Model

You acknowledge that Smart Money may act as a reseller on its own behalf in relation to access to the Platform, onboarding flows, technical integrations, user interface, support coordination, and related commercial arrangements.

However, such reseller role does not change the nature of the underlying regulated services. Any regulated financial or crypto-related service available through the Platform remains the sole responsibility of the respective third-party provider that actually offers, operates, controls, and performs such service.

6. User Onboarding and Data Submission

In order to use the Platform and/or request access to services provided by third-party providers, you may be required to submit personal information, corporate information, identification documents, source-of-funds information, wallet information, payment information, tax data, and any other information or documentation reasonably requested during onboarding or ongoing compliance reviews.

You agree that Smart Money may:

- collect such information from you through the Platform;

- review it for completeness, formatting, or preliminary onboarding purposes;
- transfer or disclose it to our white-label platform provider, subprocessors, and/or the relevant third-party financial service providers;
- request updated or additional information at any time.

You further acknowledge that the final compliance, onboarding, acceptance, rejection, ongoing monitoring, or service eligibility decision may be made by the relevant third-party provider in accordance with its own legal and regulatory obligations.

This structure is consistent with the source materials, where user information is collected for onboarding, KYC/AML, fraud prevention, and then shared with service providers and regulated institutions where needed.

7. Account Registration and Security

If account functionality is made available, you are responsible for:

- maintaining the confidentiality of your login credentials;
- ensuring that no unauthorized person accesses your account;
- promptly updating any inaccurate or outdated information;
- immediately notifying us of any suspected unauthorized use, fraud, or security breach.

You are fully responsible for all activity occurring under your account, unless and to the extent caused directly by our gross negligence or wilful misconduct.

We may suspend, restrict, or freeze access to your account or to certain Platform functions if we suspect unauthorized activity, sanctions risk, fraud, money laundering, security compromise, breach of these Terms, or any exposure to legal or regulatory risk. This aligns with the source Terms, which allow account restriction where suspicious activity or compliance concerns exist.

8. Compliance and Verification

You agree to cooperate with all onboarding, know-your-customer, anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, source-of-funds, source-of-wealth, and enhanced due diligence procedures required by Smart Money, the white-label platform provider, or any relevant third-party provider.

You understand that:

- access to the Platform or any third-party service may be delayed, restricted, or denied pending completion of verification;
- additional checks may be performed at any time, including after onboarding;
- a provider may refuse to provide services, freeze access, delay processing, or request further documents without Smart Money being able to override such decision.

9. Third-Party Providers

The Platform may connect you with one or more third-party providers. These providers may include regulated entities, licensed institutions, technology vendors, and subcontractors involved in identity verification, sanctions screening, card issuance, wallet creation, payments, custody, compliance, fraud prevention, analytics, or infrastructure.

You acknowledge and agree that:

- such providers are independent from Smart Money;

- Smart Money does not control their regulated activities, internal policies, compliance decisions, service levels, pricing, uptime, risk appetite, or acceptance criteria;
- your use of their services may be subject to their own terms, privacy policies, fees, and disclosures;
- Smart Money is not liable for any act, omission, insolvency, suspension, refusal, delay, outage, error, breach, or misconduct of any such provider, except to the extent directly caused by Smart Money's own breach of these Terms.

This is one of the most important concepts reflected in the NEXT documents, especially around third-party banking/payment/IBAN/card providers and external exchanges/custodians.

10. Risk Acknowledgment

By using the Platform, you acknowledge and accept that:

- services available through the Platform may involve fiat services, payment services, digital asset services, wallet services, card services, or other financial infrastructure;
- the availability of such services depends on third-party providers and may change without notice;
- digital assets are volatile and may lose value rapidly or entirely;
- blockchain transactions may be irreversible;
- wallets, exchanges, custodians, and financial infrastructure providers may be exposed to cyberattacks, fraud, technical failures, operational disruptions, regulatory interventions, or insolvency;
- legal and regulatory treatment of digital assets, wallets, and related services may change at any time;
- Smart Money does not guarantee that any provider will remain available, solvent, legally permitted, or operational.

The risk themes above are directly reflected in the source Risk Warning and Terms, especially in relation to volatility, cyberattacks, custodial risk, legal uncertainty, exchange/provider interruptions, and the absence of deposit insurance.

You should not use any crypto-related service unless you fully understand the associated risks and are prepared to bear the entire risk of loss.

11. No Advice

Nothing made available on the Platform constitutes financial, investment, legal, tax, accounting, or regulatory advice by Smart Money.

Any information shown through the Platform, including onboarding guidance, FAQs, provider descriptions, asset data, transaction statuses, market information, or educational materials, is provided for general informational purposes only and must not be treated as a recommendation or personal advice.

You remain solely responsible for assessing whether any service, provider, or transaction is suitable for you.

12. Fees

Smart Money may charge fees for access to the Platform, onboarding-related services, technical integration, support services, subscription plans, service packages, or other platform-related functionality. Any such fees will be disclosed through the Platform, onboarding flow, order form, commercial schedule, or another applicable interface or agreement.

Third-party providers may separately charge their own fees, including but not limited to:

- card issuance or maintenance fees;
- IBAN or account fees;
- crypto wallet fees;
- exchange, spread, network, custody, transfer, or withdrawal fees;
- compliance or enhanced due diligence fees.

Smart Money is not responsible for third-party provider fee schedules, amendments, or pricing logic.

13. Prohibited Use

You must not use the Platform, directly or indirectly:

- for any unlawful purpose;
- in breach of sanctions, export controls, AML/CTF rules, or applicable financial crime laws;
- to provide false, misleading, forged, or incomplete information;
- to impersonate another person or entity;
- to attempt to gain unauthorized access to systems, accounts, data, APIs, or provider environments;
- to upload malware, malicious code, or harmful scripts;
- to engage in fraud, money laundering, terrorist financing, unlawful gambling, market abuse, or other criminal activity;
- to infringe intellectual property, privacy, data protection, or other rights of third parties;
- to use the Platform in a way that could expose Smart Money or any third-party provider to legal, compliance, reputational, or operational risk.

We may monitor, investigate, block, suspend, or report prohibited activity to competent authorities or providers.

14. Intellectual Property

The Platform, including its software, design, layout, interfaces, workflows, source code, object code, APIs, databases, graphics, logos, trade names, documentation, content, and all related intellectual property rights, are owned by Smart Money, its licensors, or its partners.

Subject to your compliance with these Terms, Smart Money grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for its intended purpose only.

You must not:

- copy, modify, reproduce, distribute, license, resell, reverse engineer, decompile, disassemble, scrape, or create derivative works from the Platform;
- remove proprietary notices;
- use our trademarks, trade dress, branding, or domain names without prior written consent.

15. Privacy and Data Processing

Your use of the Platform is also subject to our Privacy Policy and, where applicable, our Cookie Policy and Risk Warning.

By using the Platform, you acknowledge that Smart Money may collect, use, process, store, transfer, and disclose your personal data:

- to operate the Platform;
- to onboard you and manage your account;
- to communicate with you;
- to detect fraud and maintain security;
- to comply with legal obligations;
- to share your data with our platform provider, subcontractors, and relevant third-party financial service providers as necessary for onboarding, verification, service delivery, or compliance purposes.

This is consistent with the source privacy framework, which expressly contemplates collection from users, automated collection, KYC/AML checks, third-party verification, and disclosure to service providers, financial institutions, and regulators.

16. Communications

You consent to receive communications from Smart Money electronically, including by email, in-platform notices, dashboard notifications, SMS, or other contact methods you have provided, to the extent permitted by applicable law.

You acknowledge that unencrypted electronic communications may carry security risks. Where secure channels are available, you should use them for sensitive information.

17. Availability and Changes to the Platform

The Platform is provided on an “**as is**” and “**as available**” basis.

Smart Money does not guarantee uninterrupted or error-free access to the Platform. Access may be suspended, limited, or unavailable due to maintenance, upgrades, outages, security issues, provider outages, legal or compliance requirements, force majeure, or other reasons beyond our control.

We may at any time change, withdraw, replace, or discontinue any part of the Platform without liability.

18. Suspension and Termination

We may suspend, restrict, or terminate your access to the Platform immediately, with or without prior notice, if:

- you breach these Terms;
- you provide false or misleading information;
- we believe your use of the Platform creates legal, regulatory, security, or reputational risk;
- this is required by law, regulation, court order, sanctions rules, or provider instruction;
- a relevant third-party provider no longer supports your use case, jurisdiction, or relationship.

You may stop using the Platform at any time. If you wish to request account closure, you may contact us through the support channel indicated on the Platform.

Termination of your access to the Platform does not automatically terminate your separate relationship, if any, with a third-party provider, unless that provider confirms otherwise.

19. Disclaimer of Warranties

To the fullest extent permitted by law, Smart Money disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, or compatibility.

Without limiting the foregoing, Smart Money does not warrant that:

- the Platform will be uninterrupted, secure, or error-free;
- any third-party provider will accept you, remain available, or perform any service;
- any application, onboarding, transaction, card issuance, IBAN opening, wallet opening, verification, or withdrawal will be approved or completed;
- the Platform will meet your expectations or business needs.

20. Limitation of Liability

To the fullest extent permitted by law, Smart Money shall not be liable for any:

- indirect, incidental, consequential, exemplary, special, or punitive damages;
- loss of profits, revenue, business, goodwill, opportunity, expected savings, or reputation;
- loss of data, corruption of data, or service interruption;
- acts, omissions, failures, insolvency, restrictions, outages, or misconduct of any third-party provider;
- delays, freezes, rejections, compliance holds, transaction failures, wallet issues, card program interruptions, IBAN restrictions, or regulatory actions affecting any third-party service.

Smart Money's total aggregate liability arising out of or in connection with these Terms or the Platform shall not exceed the total amount of fees actually paid by you to Smart Money for Platform access during the three (3) months preceding the event giving rise to the claim.

Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.

21. Indemnity

You agree to indemnify, defend, and hold harmless Smart Money, its affiliates, officers, directors, employees, contractors, licensors, and agents from and against any claims, demands, actions, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- your breach of these Terms;
- your misuse of the Platform;
- your violation of applicable law or third-party rights;
- information or documents submitted by you that are false, misleading, incomplete, or unlawful;
- your use of any third-party provider's services.

22. Force Majeure

Smart Money shall not be liable for any failure, delay, suspension, or disruption caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, cyberattacks, internet failures, utility outages, labor disputes, pandemics, governmental action, regulatory change, sanctions, provider outages, banking disruptions, blockchain congestion, or failures of third-party infrastructure.

23. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the UAE.

Any dispute arising out of or in connection with these Terms or the use of the Platform shall be subject to the exclusive jurisdiction of the courts of the UAE.

24. Amendments

We may amend these Terms from time to time. The updated version will be made available through the Platform or on the relevant website and will indicate the "Last updated" date.

Your continued use of the Platform after the effective date of the updated Terms constitutes your acceptance of the revised Terms.

If you do not agree to the revised Terms, you must stop using the Platform.

25. Miscellaneous

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

No failure or delay by Smart Money in exercising any right or remedy shall operate as a waiver.

These Terms, together with any applicable Privacy Policy, Risk Warning, Cookie Policy, and any additional provider-specific terms accepted by you, constitute the entire agreement between you and Smart Money regarding the use of the Platform, except where a separate written agreement expressly applies.

26. Contact Details

If you have any questions regarding these Terms or the Platform, please contact:

Smart Money Commercial Brokers LLC

AL NASR CENTRAL - HALL NO 1, Office NO 1-A67

Support contact: support@level-tech.io