

Website Terms of Use

Welcome to the Website of GEM Introducing Financial Services L.L.C. These Website Terms of Use govern your use of the Website and form a binding contract between GEM and yourself. These Terms must be read in conjunction with the Privacy Policy, the Cookie Policy, the Risk Warning and the Regulatory Disclosures.

By accessing or using the Website, you confirm that you are of legal age prescribed under law as implemented by the respective courts, which is the legal age to form a binding contract under Applicable Law. In using the Website, you provide us with your unconditional consent to be bound by these Terms. Please be aware that your current and future use of the Website is subject to the terms hereunder, as may be updated from time to time.

The following definitions apply to these Terms:

Applicable Law

means all laws and regulations of the United Arab Emirates applicable to GEM, a Provider or the user in connection with these Terms, including UAE Federal Decree-Law No. 45 of 2021 (as amended) on the Protection of Personal Data, applicable anti-money laundering and counter-terrorist financing legislation and the rules, regulations, directives, circulars and guidance issued by the CMA applicable to GEM;

Content

means all text, graphics, logos, data, layouts, software and other materials made available on the Website;

Cookie Policy

means the cookie policy pertaining to the Website;

CMA

means Capital Markets Authority of the UAE;

Force Majeure Event

means an occurrence beyond the reasonable control of GEM, that prevents or materially delays GEM from fulfilling its obligations under these Terms;

GEM

means GEM Introducing Financial Services L.L.C., an entity incorporated under the laws of the Emirate of Dubai, UAE, holding commercial licence number 1493221, with correspondence address at Office No. 108, Raees Hassan Saadi Real Estate, Business Bay, Dubai, UAE and email address GemAMLCompliance@gem-uae.com;

Introduction(s)

means the activity of introducing prospective clients to a Provider, being the only regulated activity carried on by GEM, and no other financial service;

Website

means the Website of GEM accessible at the URL <https://gem-uae.com>;

Privacy Policy

means the privacy policy pertaining to the Website;

Provider

means an independent third-party financial services provider, licensed and regulated separately from GEM, to which GEM may introduce you;

Regulatory Disclosures

means the regulatory disclosures published on the Website;

Risk Warning

means the risk warning and disclaimer published on the Website;

Terms

means these Website Terms of Use governing your use of the Website;

Terms of Business

means the terms of business governing your engagement with GEM in connection with any Introduction or other services provided by GEM to you;

UAE

means the United Arab Emirates;

Us / Our / We

refers to GEM and its affiliates, subsidiaries and related entities; and

You / Your

refers to you as the user of the Website.



I. About GEM and Regulatory Status

- I.1. GEM is licensed and regulated in the UAE by the CMA to carry on Introductions.
- I.2. GEM introduces prospective clients to Providers who are independently licensed and regulated to provide the relevant financial services. GEM is not a party to and shall not be responsible or liable for, any account, agreement, transaction or service that you may enter into, undertake or receive with or from a Provider.
- I.3. GEM does not hold, receive, control or manage client money or client assets in connection with Introductions. You must not transfer or deliver any money or assets to GEM in connection with any financial product, transaction or investment.

2. Use of Website

- 2.1. GEM is not a broker, dealer, custodian or investment adviser. GEM facilitates Introductions only and it is your responsibility to assess and deal with any Provider to whom you are introduced subject to Applicable Laws.
- 2.2. Subject to your compliance with these Terms, we grant you a limited, non-exclusive and non-transferable right to access and use the Website solely for and in connection with being introduced to Providers in accordance with these Terms.
- 2.3. Any rights in and to the Website not expressly granted to you under these Terms are reserved by us.
- 2.4. The licence we grant you prevents you:
 - a. from downloading or modifying any content, or any portion of it, except with our prior written consent;
 - b. from using any robots, data mining or similar data gathering and extraction tools;
 - c. from making any derivative use or resale use of the Website;
 - d. from introducing or transmitting any virus, trojan, malware or other harmful code or feature that may adversely affect the Website;
 - e. from transmitting any unlawful, infringing, defamatory, misleading or fraudulent material or content, or any content that may constitute or encourage a criminal or civil offence or otherwise violate any law;
 - f. from using the Website to make any offer of, or solicitation for, financial products or services, or to hold yourself out as connected with or endorsed by GEM; and

- g. from copying, reproducing, duplicating, reselling or transferring content of the Website for any commercial purpose without our prior written consent.
- 2.5. We may restrict, suspend or block your access to or use of the Website without any notice or liability whatsoever where necessary for operational, legal, regulatory or security reasons or where you breach these Terms.
- 2.6. You indemnify and fully hold harmless GEM from all losses, claims, damages, liability, costs and expenses arising in connection with;
- a. your breach of these Terms;
 - b. your unlawful, fraudulent or negligent use of the Website; or
 - c. any content, information or material submitted, transmitted or otherwise made available by you through or in connection with the Website.

3. No Advice, No Offer and No Solicitation

- 3.1. The content of the Website is provided for general information only. Nothing on the Website constitutes or should be relied upon as investment, legal, tax, accounting or other advice, a personal recommendation or an invitation, offer or solicitation to buy, sell or deal in any financial product or to enter into any transaction. Nothing on the Website constitutes an invitation or solicitation directed at any person in any jurisdiction where such activity is not permitted by Applicable Law.
- 3.2. You are solely responsible for any decision you take. Before entering into any arrangement with a Provider you should obtain your own independent professional advice and satisfy yourself as to the suitability of that Provider and its services for your circumstances. GEM provides no assurance or guarantee as to the performance, returns, solvency or conduct of any Provider.

4. Eligibility

- 4.1. The Website is not directed at any person in any jurisdiction where, by reason of that person's nationality, residence or otherwise, the availability of the Website or the making of an Introduction is prohibited. You are responsible for ensuring that your access to the Website and any Introduction is lawful in the jurisdiction that applies to you, and for ensuring that any information you provide to us is accurate, complete and current.
- 4.2. GEM may decline to facilitate or continue to facilitate an Introduction where it reasonably considers that doing so may contravene Applicable Law or any regulatory requirement.

5. Introductions and Third-Party Providers

- 5.1. Where GEM introduces you to a Provider, the Introduction is the entire extent of GEM's involvement. Any relationship, account, agreement or transaction that results is solely between you and the Provider and is governed by the Provider's own terms, which you should read carefully.
- 5.2. The Website may contain links to third-party websites, including those of Providers. Such links are provided for convenience only. GEM does not control, endorse or accept any responsibility for the content, products, services or privacy practices of any third-party websites or third-party providers.

6. No Brokerage, Execution or Custody

- 6.1. For the avoidance of doubt, GEM does not execute orders, arrange deals (other than by way of Introduction), hold, receive or control client money or client assets, or provide custody or safekeeping. You must not transfer or deliver any money or assets to GEM for the purpose of investment, dealing or safekeeping.
- 6.2. Any payments, funds or assets relating to your relationship with a Provider must be made or transferred directly to the Provider or as otherwise directed by the Provider in accordance with its applicable terms and procedures. GEM shall not be responsible for any payment, transfer or delivery made to or through a Provider.

7. Disclaimers

- 7.1. The Website and its Content are provided on an "as is" and "as available" basis without warranty of any kind, whether express or implied, to the fullest extent permitted by Applicable Law. GEM does not warrant that the Website will be uninterrupted, error free, secure or free from viruses, or that its Content is accurate, complete or current. GEM may suspend, withdraw or restrict the availability of all or any part of the Website for business or operational reasons at any time without notice.
- 7.2. GEM does not warrant that any information relating to a Provider or its products or services is complete, accurate or current where such information has been provided by or sourced from the relevant Provider or another third party.

8. Limitation of Liability

- 8.1. Notwithstanding anything to the contrary in these Terms, GEM shall not be liable for any losses, claims, damages, liabilities, costs and expenses arising in connection with:
 - a. your use of, or inability to use, the Website or access GEM;
 - b. your reliance placed on any Content made available through the Website;

- c. any interruption, suspension, delay or unavailability of the Website or any Provider's systems or services;
- d. any Introduction or any relationship, account, agreement, transaction, product or service between you and a Provider;
- e. your breach of these Terms;
- f. your use or access of third-party websites as in clause 5.2 herein; or
- g. any dealing, account, agreement or transaction between you and a Provider, including any act, omission, default or insolvency of a Provider.

8.2. You acknowledge and agree that any relationship between you and a Provider is independent and separate from your use of the Website and that the Website serves only to introduce you to Providers. All claims and disputes between you and a Provider shall be settled or resolved independently of GEM and the Website.

8.3. GEM makes no warranty, representation or guarantee with respect to the Website, its content or any Provider. GEM shall not be responsible to perform its obligations under these Terms in the case of a Force Majeure Event and GEM shall not be liable for any loss or damage arising from a Force Majeure Event.

8.4. To the fullest extent permitted under Applicable Law, GEM shall not be liable for any loss or damage of any kind arising out of or in connection with the Website or any Introduction, and in any event GEM's total liability shall not exceed USD 1,000.

8.5. This clause Limitation of Liability shall survive termination of these Terms.

9. Intellectual Property

The entire content of the Website, including but not limited to text, graphics, photographs, videos, interactive presentations, software, logos, arrangements, layouts, designs, trademarks, trade names, confidential information and other intellectual property, is our sole and exclusive property or is licensed to us, with all rights reserved and protected by applicable intellectual property laws. You agree not to use, reproduce, disseminate, modify, distribute, transmit, sell, license, publish or reverse engineer Content or other intellectual property on the Website without our prior written consent. Nothing in these Terms transfers any intellectual property rights to you.

10. Privacy and Cookies

Your use of the Website is also governed by our [Privacy Policy](#) and [Cookie Policy](#), which are incorporated into these Terms by reference and explain how GEM collects, uses, stores and otherwise processes Personal Data and how cookies and similar technologies are used on the Website.

11. Amendments

We reserve the right to change Content on the Website, including these Terms, the [Privacy Policy](#), the [Cookie Policy](#), the [Risk Warning](#) and the [Regulatory Disclosures](#), without any prior notice, to reflect changes in Applicable Law, regulatory requirements or for other legitimate business reasons. Any amended Terms will be published on the Website and will take effect from the date specified in the updated Terms. Your continued use of the Website following the effective date of any amended Terms constitutes your acceptance of the amended Terms.

12. Assignment

GEM may assign or transfer its rights and obligations under these Terms to an affiliate or successor, or in connection with any reorganisation, merger, sale or transfer of all or part of its business, by providing notice on the Website. You shall not assign, transfer or otherwise dispose of any of your rights or obligations under these Terms without the prior written consent of GEM.

13. Severability

If any portion of these Terms is determined by a competent authority to be invalid, unlawful or unenforceable to any extent, that provision shall, to that extent, be severed from the remaining provisions, which shall continue in full force and effect to the fullest extent permitted by Applicable Law.

14. Force Majeure

GEM shall not be in breach of these Terms, nor liable for any failure or delay in performance, to the extent that the failure or delay is caused by a Force Majeure Event, including any failure of telecommunications or internet infrastructure, power failure, act of government or regulator, or act of God. GEM shall be entitled to take such steps as it reasonably considers necessary to mitigate the effects of the Force Majeure Event. This clause does not affect any right you have that cannot be excluded by law.

15. Termination

We reserve the right to terminate your access to the Website or terminate these Terms at any time without notice or liability whatsoever, provided always the clauses that survive termination continue to do so indefinitely. You may terminate these Terms by discontinuing your use of the Website. Termination will not affect your or GEM's accrued rights at the date of termination.

16. Governing Law and Dispute Resolution

Your engagement with GEM, including any Introduction and any services provided by GEM to you, is governed by the Terms of Business applicable to your engagement with GEM. Please refer to those Terms of Business for the applicable laws and dispute resolution forum governing your relationship with GEM.