ARVO LIMITED

Website Terms and Rewards Terms
Property Investment Crowdfunding Platform
Updated: July 22nd, 2026

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM OR PARTICIPATING IN THE REWARDS PROGRAM. PROPERTY INVESTMENT CROWDFUNDING IS RISKY. YOU MAY LOSE ALL OR PART OF THE MONEY YOU INVEST. REWARDS ARE NOT CASH, CANNOT BE WITHDRAWN, AND DO NOT REDUCE THE RISKS OF AN INVESTMENT.

1. ABOUT THESE TERMS

1.1 These website terms and rewards terms set out the main terms on which Arvo Limited, a private company limited by shares incorporated in the Dubai International Financial Centre with registration number 12394, makes available the Arvo property investment crowdfunding platform, including the website, mobile application, investor dashboard and related electronic interfaces.

1.2 Arvo is authorised and regulated by the Dubai Financial Services Authority under DFSA reference number F012373 to carry on the Financial Service of Operating a Crowdfunding Platform, specifically Property Investment Crowdfunding, and holds the applicable endorsement to provide services to Retail Clients and hold Client Money, subject to its DFSA Financial Services Permission, DFSA Rules and applicable law.

1.3 These Terms apply when you access the Platform, create an account, complete onboarding, fund an account, commit to an investment, participate in the Rewards Program, use a referral link or code, or otherwise use the Platform. Additional client agreements, risk acknowledgements, investment memoranda, property-specific documents, SPV documents, privacy notices and platform confirmations may also apply.

1.4 If there is an inconsistency between these Terms and a property-specific document accepted by you in relation to an investment, the property-specific document will prevail for that investment to the extent of the inconsistency, unless expressly stated otherwise. The Privacy Policy governs the processing of personal data.

1.5 Nothing in these Terms permits Arvo to provide any service, product, payment method, investment structure or regulated activity outside the scope of its DFSA Financial Services Permission or any applicable regulatory approval.

2. USING THE PLATFORM

2.1 The Platform allows eligible users to view selected UAE residential property opportunities, complete onboarding and client classification, review property information, commit funds, subscribe for shares or interests in a property SPV, monitor investments and, where available, use a transfer facility to seek an exit.

2.2 Arvo does not sell property directly to investors. Investors do not hold legal title to the underlying property and do not have a right to occupy it. Each property is expected to be held through a separate SPV, and investors hold shares or interests in that SPV in accordance with the relevant property documents.

2.3 Platform content, educational materials, dashboards, calculators, property summaries, market data, projected returns, scores, forums, rewards and engagement tools are provided for information only. They are not investment advice, legal advice, tax advice, valuation advice or a personal recommendation.

2.4 Arvo may introduce, modify, restrict, suspend or withdraw any access level, feature, payment method, investment opportunity, transfer facility, reward, forum or other functionality where it considers this necessary or appropriate for legal, regulatory, operational, investor protection, AML, sanctions, fraud prevention, cybersecurity or risk management reasons.

3. ELIGIBILITY, ONBOARDING AND CLIENT CLASSIFICATION

3.1 You may use the Platform only if you satisfy Arvo's eligibility, onboarding, client classification, KYC, AML, sanctions, residency, appropriateness, investment limit, source of funds, source of wealth, risk acknowledgement and other requirements from time to time.

3.2 Arvo may treat you as a Retail Client unless you are assessed and accepted as a Professional Client in accordance with applicable DFSA Rules. Different protections, limits and warnings may apply depending on your client classification.

3.3 You must provide true, accurate, complete and up-to-date information. Arvo may require identity documents, address evidence, bank statements, corporate documents, beneficial ownership information, tax information, declarations and any other information required for legal, regulatory or operational purposes.

3.4 You must not use the Platform on behalf of another person unless Arvo has approved the arrangement and completed onboarding on the relevant principal, beneficial owner, controller or authorised representative.

3.5 Arvo may refuse onboarding, reject funds, decline an investment, suspend activity, delay withdrawals, request further information, report suspicious activity, freeze funds, restrict access or close an account where required or permitted by law or where Arvo considers it necessary or appropriate.

4. INVESTMENT LIMITS AND PROPERTY INVESTMENTS

4.1 Unless the DFSA Rules or Arvo's internal policy require a lower limit, a Retail Client must not invest more than US$50,000 in any individual property, more than 30% of the offering size of any individual property, or more than US$100,000 in total in any calendar year using the Platform. Arvo may impose lower or additional limits.

4.2 The minimum investment amount for a property will be displayed on the Platform. Arvo currently expects the minimum ticket size to be from US$100 per property but may vary it by property, client type, jurisdiction, currency, payment method or operational requirement.

4.3 Before listing a property, Arvo will undertake due diligence designed to verify the seller, property condition, title, ability to sell free of encumbrances, completion of construction, lettability and whether any renovation or work is required before letting, in each case subject to DFSA Rules and the relevant property-specific disclosures.

4.4 Each property memorandum will describe the property, location, condition, title, occupancy status, due diligence results, valuation, estimated costs, expected rental income, relevant risks, fees, funding target, holding period, exit assumptions, distribution arrangements and other material information Arvo considers relevant.

4.5 DFSA authorisation does not mean that the DFSA has approved, endorsed, reviewed or guaranteed any property, seller, SPV, valuation, projected return, rental income, exit opportunity or information made available through the Platform.

5. FUNDING, CLIENT MONEY AND PAYMENT METHODS

5.1 Client Money will be held in segregated Client Money Accounts in accordance with applicable DFSA Rules and Arvo's client money arrangements. Client Money may be pooled with money of other clients, and you may have a claim against the client money pool rather than a specific sum in a specific account.

5.2 Money transferred to Arvo before it is committed to an investment remains your money and may be withdrawn, subject to KYC, AML, sanctions, payment, operational and legal requirements. Once committed to an investment, funds are subject to the commitment, cooling-off and completion process.

5.3 Arvo may permit wire transfer, account-to-account transfer, debit card, approved payment service provider or other electronic method. Cash and cheque deposits are not permitted. Arvo does not accept digital asset, crypto asset, stablecoin, wallet-based or blockchain-based payments.

5.4 Retail Clients must not use credit cards to fund an investment. Debit cards may be permitted where Arvo has adequate systems and controls. Third-party payments may be rejected unless Arvo has expressly approved the arrangement.

5.5 Deposits, withdrawals, card payments and currency conversions may be subject to bank charges, payment provider fees, convenience fees, foreign exchange costs, settlement delays, payment reversals and other third-party processing risks. The Platform will disclose relevant fees and conversion information where applicable.

6. COMMITMENTS, COOLING-OFF AND COMPLETION

6.1 You may withdraw your commitment without penalty and without giving a reason during the Commitment Period and during the Cooling-off Period, being at least 48 hours starting immediately after the end of the Commitment Period.

6.2 After the Cooling-off Period has expired, you may not withdraw committed funds except where the Funding Target is not achieved, Arvo cancels or terminates the transaction, a material change gives rise to cancellation rights, or withdrawal is otherwise permitted by these Terms, the property-specific documents, applicable law or DFSA Rules.

6.3 Completion of an investment is subject to the Funding Target being achieved, investors having validly committed and not withdrawn, successful KYC and AML checks, seller completion, title transfer, legal, regulatory, due diligence, valuation and operational requirements being satisfied, and Arvo not exercising its discretion to terminate the transaction.

6.4 If the Funding Target is not achieved or Arvo does not proceed with a property, committed funds will be returned to your Platform account or source account, subject to legal, regulatory, payment, KYC, AML, sanctions and operational requirements. Disclosed third-party costs may be deducted where permitted.

6.5 If a material change arises that may significantly affect the value of, or return on, a property or investment, Arvo will make the disclosures, notifications and reconfirmation requests required by the Platform process, property-specific documents, applicable law and DFSA Rules.

7. RETURNS, FEES, EXPENSES AND PROPERTY MANAGEMENT

7.1 Returns may include rental income distributions, capital appreciation on sale or other amounts available for distribution by the SPV after deduction of fees, expenses, taxes, liabilities, reserves and amounts payable by or on behalf of the SPV. Returns are not guaranteed.

7.2 Property expenses may include transfer fees, broker fees, legal fees, valuation costs, SPV incorporation and administration costs, property management fees, service charges, insurance, utilities, maintenance, repairs, taxes, government charges, payment processing fees, bank charges, foreign exchange costs and other transaction or operating costs.

7.3 Arvo may charge purchase commission, annual management fees, exit fees, performance fees, KYC and AML fees, payment processing fees, convenience fees and other disclosed fees, expenses or third-party charges. Fees reduce returns and will be disclosed through the Platform, Fee Schedule and property-specific documents.

7.4 Arvo may separately charge sellers fees for selling their property through the Platform, where permitted and disclosed as required. Seller fees, service provider arrangements, reimbursements, reserves, transfer pricing, valuation methodology, sale triggers, promotions and rewards may create actual, potential or perceived conflicts of interest.

7.5 Day-to-day property management will be carried out by an independent property manager or other service provider appointed for the relevant property or SPV. Arvo, the SPV or the property manager may take urgent action without prior investor approval where reasonably necessary to protect the property, comply with law, preserve value, avoid liability or prevent further loss.

7.6 A reserve fund may be included in the transaction costs and used for property expenses. If reserves, rental income or other available SPV funds are insufficient, Arvo may fund additional costs on behalf of the SPV and be reimbursed in priority to distributions, subject to the relevant documents and applicable law.

8. VOTING, TRANSFERS AND EXITS

8.1 Investors may be asked to vote on matters relating to a property or SPV, including sale, extension of holding period, appointment or removal of property manager or SPV directors, significant capital works, legal proceedings, leasing strategy, amendments to SPV documents and other matters specified in the relevant documents.

8.2 Voting may be conducted through the Platform, by email or by another electronic method. Unless a higher threshold applies, matters may be approved by a simple majority of valid votes cast. Investors who do not vote may be treated as abstaining.

8.3 After the mandatory holding period, Arvo may provide exit windows or a transfer facility to assist investors seeking to transfer SPV shares or interests to other eligible investors. The transfer facility is not a stock exchange or active trading market and does not guarantee liquidity, price, timing or completion.

8.4 An investor may request a sale of a property only in accordance with the Platform process and property-specific documents. If a sale is approved by the required investor vote, all investors may be required to participate in the sale and transfer their SPV interests as required to complete it.

8.5 Transfers outside the Platform may be restricted by SPV documents, applicable law, DFSA Rules, KYC and AML requirements and Arvo's procedures. Transfers following death, incapacity, insolvency, court order or family transfer may require additional verification, documents and onboarding checks.

9. FORUMS, COMMUNICATIONS AND PLATFORM CONTENT

9.1 Arvo may make available forums, communication channels, property updates or investor discussion features. Forum posts by users or third parties are not investment advice, legal advice, tax advice or verified information unless expressly confirmed by Arvo in an official disclosure.

9.2 Users must not post misleading, fraudulent, abusive, unlawful, confidential, promotional or inaccurate content. Users must disclose any affiliation with a seller, broker, property manager, service provider, Arvo or any person with an interest in the relevant property or proposal.

9.3 Notices and communications may be provided through the Platform, by email, telephone, SMS, push notification, post or any other method permitted by law. You agree to receive documents, statements, disclosures, acknowledgements and notices electronically unless applicable law requires another method.

10. DATA PROTECTION, INTELLECTUAL PROPERTY AND TECHNOLOGY

10.1 Arvo will process personal data in accordance with applicable data protection laws, including the DIFC Data Protection Law No. 5 of 2020 where applicable, and the Arvo Privacy Policy.

10.2 Personal data may be processed for onboarding, KYC, AML, sanctions screening, client classification, investor eligibility, investment limits, payment processing, investment administration, regulatory reporting, complaints handling, tax reporting, fraud prevention, cybersecurity, analytics and communications.

10.3 All rights in the Platform, software, design, content, dashboards, logos, trademarks, documents, workflows, user interface, educational material and other intellectual property belong to Arvo Limited or its licensors. You may use the Platform only for lawful investment-related purposes in accordance with these Terms.

10.4 The Platform may be interrupted, delayed, restricted or unavailable due to maintenance, outages, cyber incidents, third-party failures, internet issues, cloud provider failures, regulatory requirements or events outside Arvo's reasonable control. No technology system is completely secure or error-free.

11. SUSPENSION, TERMINATION AND AMENDMENTS

11.1 Arvo may suspend, restrict, reject or terminate your account, access, funding, investment commitment, transfer request or withdrawal where Arvo considers it necessary or appropriate for legal, regulatory, AML, sanctions, fraud prevention, cybersecurity, operational, investor protection, tax or risk management reasons.

11.2 You may request closure of your account only if you have no active commitments, pending transactions, SPV holdings, outstanding fees, remaining account balance, unresolved investigations or other continuing obligations. Closure does not affect completed investments, records retention, regulatory obligations, tax reporting, disputes, liabilities or surviving provisions.

11.3 Arvo may amend these Terms from time to time, including to reflect changes in law, DFSA Rules, regulatory expectations, Platform features, fees, onboarding, payment methods, operational processes, technology requirements, business model or market practice. Material amendments will be notified in accordance with applicable requirements.

11.4 Subject to mandatory legal and regulatory obligations, Arvo will not be liable for investment losses, rental losses, tax liabilities, foreign exchange losses, indirect losses, consequential losses or losses arising from risks disclosed in these Terms, the Key Risks page or property-specific documents.

11.5 Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law or DFSA Rules, including any mandatory duties owed by Arvo under the regulatory system applicable in the DIFC.

12. REWARDS PROGRAM

12.1 Arvo may offer referral rewards, milestone rewards, cashback, fee reductions, investment bonuses, badges, prompts or other engagement features through the Platform. The Rewards Program is subject to these Terms, any Rewards Page, any campaign terms, the Key Risks page, property-specific documents, applicable law and DFSA Rules.

12.2 Rewards are denominated in AED and recorded as a notional Rewards Balance in your account. Rewards are not cash, deposits, stored value, e-money, loans, credit facilities, securities, interest, dividends, profit distributions, investment entitlements or client money unless and until validly applied to an investment and Arvo determines that client money treatment is required.

12.3 Rewards may only be used to make eligible investments in properties on the Platform. Rewards cannot be withdrawn, transferred, assigned, sold, pledged, redeemed for cash, exchanged for value, used outside the Platform or paid to any bank account, card, wallet or payment instrument.

12.4 To participate in the Rewards Program, you must have an active account in good standing, complete required onboarding and checks, comply with these Terms and applicable law, and not be suspended, restricted, under investigation or located in a prohibited or restricted jurisdiction. Arvo may impose additional eligibility conditions at any time.

12.5 Rewards may be earned through Referrals and Milestones only, unless Arvo states otherwise. The applicable reward amounts, milestone tiers, eligibility requirements, expiry rules and operational processes will be displayed on the Rewards Page and may be amended from time to time.

12.6 A referral will be treated as successful only where the referred user registers through an approved referral method, the referrer has made at least one investment of AED 500 or more, the referred user makes an investment of AED 500 or more, the relevant property funding completes, the investments are not cancelled, reversed, refunded, disputed, charged back or unwound, and both users remain eligible.

12.7 Once a successful referral is confirmed, the referrer and referred user will each receive AED 150 in their respective Rewards Balance, unless the Rewards Page states a different amount or Arvo determines otherwise. The referrer is not required to make a separate AED 500 investment for each referred user unless Arvo changes the requirement.

12.8 Milestone rewards may be based on the number of unique properties invested in, the total number of successful referrals, or the total capital invested through the Platform. Each milestone category may have tiers displayed on the Rewards Page. Milestone progress will be calculated by reference to Arvo's systems and records.

12.9 Earned Rewards will expire if your account has no investing activity for 12 consecutive months. Logging in, browsing, updating profile details, joining a waitlist, receiving communications or holding an unused Rewards Balance does not count as investing activity.

12.10 Arvo may withhold, suspend, cancel, reverse, deduct or reclaim Rewards where it considers that there has been fraud, abuse, multiple accounts, self-referral, misleading marketing, failed tracking, technical error, chargeback, breach of terms, breach of law, regulatory concern, AML or sanctions risk, tax issue, operational issue or reputational risk.

12.11 The Rewards Program does not constitute investment advice, a financial promotion, a personal recommendation, a guaranteed return or assurance that any property is suitable. Rewards should not be treated as a reason to invest and do not reduce the risks of an investment.

12.12 Arvo may amend, suspend, withdraw, replace or terminate the Rewards Program, these Rewards Terms, any Reward amount, referral requirement, milestone requirement, eligibility condition, expiry rule or operational process at any time, subject to applicable law and DFSA Rules.

13. COMPLAINTS, GOVERNING LAW AND CONTACT

13.1 If you are dissatisfied with Arvo's products or services, you may submit a complaint in writing to support@arvo.co with the subject line "Complaint". Arvo will handle complaints in accordance with its complaints handling policy and applicable DFSA Rules.

13.2 These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the DIFC. The DIFC Courts will have non-exclusive jurisdiction over disputes arising out of or in connection with these Terms, the Platform or any investment.

13.3 Legal notices may be sent to compliance@arvo.co. Client support and complaints may be sent to support@arvo.co. Arvo's registered office is Unit GD-PB-04-01-OF-01-0, Level 1, DIFC Funds Centre, Precinct Building 4, Dubai International Financial Centre.

APPENDIX 1 - INDICATIVE FEE SUMMARY

The final amount, calculation methodology, VAT treatment, timing and payor of any fee or charge will be disclosed in the Platform flow and, where applicable, in the relevant property-specific disclosure before an investment is completed.

Fee / Charge	Indicative amount	Notes
Purchase commission	1.5% of Net Funding Target	Non-refundable after the Cooling-off Period if completed.
Annual management fee	0.5% p.a. of Net Funding Target	Deducted pro rata from distributions or as disclosed.
Exit fee	3% of the greater of Net Funding Target or Sale Value	Payable on completed sale or exit, unless disclosed otherwise.
Performance fee	7% of excess return above Funding Target	On realised sale proceeds only. Does not apply to Transfer Facility sales.
KYC and AML origination fee	0.2% of Net Funding Target	Non-refundable after the Cooling-off Period if completed.
Annual KYC and AML fee	0.1% of Net Funding Target p.a.	Applies from the second year after acquisition.
VAT and taxes	As applicable	Fees are inclusive of UAE VAT unless stated otherwise.