

Sarwa Gifting: Terms and Conditions

These Sarwa Gifting Terms and Conditions (“**Terms**”) govern the Sarwa Gifting service (“**Sarwa Gifting**”) provided by Sarwa Digital Wealth Limited and its affiliates (“**Sarwa**,” “**we**,” “**us**,” or “**our**”), a company incorporated and registered in the Abu Dhabi Global Market (“**ADGM**”) with company number 190037, whose registered office is Hub 71, Al Khatem Tower, ADGM Square Island, Abu Dhabi, United Arab Emirates and is authorized and regulated by the ADGM Financial Services Regulatory Authority (“**FSRA**”). These Terms contain important information regarding the services that we will provide to you in relation to Sarwa Gifting. You should read them carefully before accepting them. These Terms supplement Sarwa’s Privacy Policy, and should be read together with Sarwa’s Privacy Policy and Sarwa’s Risk Disclosure Statement in relation to Sarwa Gifting. In relation to Sarwa Gifting, in case of any conflict between the other terms and conditions governing your relationship with Sarwa, these Terms shall prevail. By using Sarwa Gifting, you agree to be bound by these Terms.

1. Overview of Sarwa Gifting

1.1 Sarwa Gifting enables existing Sarwa Clients (“**Sender**”) to allocate funds (“**Gift Funds**”) to a designated recipient (“**Recipient**”) for investment through a Sarwa account, subject to the Recipient successfully opening and verifying a Sarwa account in compliance with applicable laws and Sarwa’s onboarding requirements.

1.2 Gift Funds shall remain in the Sender’s Sarwa account and shall only be transferred to the Recipient’s Sarwa account once the Recipient has successfully completed Sarwa’s onboarding and verification process and the Recipient’s Sarwa account has been opened. During this period, the Gift Funds shall not be accessible for withdrawal, investment, or any other use by the Sender. The Sender retains the right to cancel the Gifting transaction in accordance with clause 8.3 below at any time prior to the transfer of the Gift Funds to the Recipient’s Sarwa account.

1.3 Sarwa Gifting is intended for genuine gifting purposes and must not be used for any other purpose, including circumventing regulatory or compliance requirements.

2. Eligibility

2.1 Senders must:

- (a) Be verified Sarwa Clients with an active account in good standing;
- (b) Send the Gift Funds using their Sarwa account;
- (c) Be at least 18 years old and have legal capacity to enter into these Terms;
- (d) Comply with all applicable laws, including those related to anti-money laundering and counter-terrorist financing (“**AML/CTF**”) throughout their participation in Sarwa Gifting; and
- (e) Have the Recipient’s consent to share the Recipient’s personal data with Sarwa for the purposes of initiating Gift Funds in accordance with these Terms
- (f) Be a UAE resident.

2.2 Prior to a Recipient being entitled to receive the Gift Funds, the Recipient must:

- (a) Meet Sarwa’s eligibility criteria for opening and maintaining a Sarwa account under applicable laws, including the FSRA’s rules and regulations;

- (b) Successfully complete Know Your Customer (“**KYC**”) and AML/CTF checks as required by Sarwa and applicable regulations;
- (c) Be at least 18 years old and have legal capacity to open a Sarwa account;
- (d) Agree to be bound by these Terms; and
- (e) Be a UAE resident.

2.3 Sarwa reserves the right to introduce additional eligibility requirements or request further documentation from either a Sender or Recipient at any time, at its sole discretion.

2.4 Sarwa reserves the right to reject or refund Gift Funds if the Sender or Recipient fails to meet any of its eligibility requirements or provide required documentation. Additionally, Sarwa may suspend or discontinue Sarwa Gifting at any time at its sole discretion, and reserves the right to decline to transfer any Gift Funds for any reason, which it is not obliged to disclose to either the Sender or the Recipient.

3. Gifting Process

3.1 The Sender selects the Gift Funds amount and provides the Recipient’s details (including full name and email address) through the Sarwa platform. The Sender initiates a gift notification email to the Recipient to inform them of the Gift Funds and provide instructions for claiming it.

3.2 Upon the Recipient’s successful completion of Sarwa’s onboarding and verification process in accordance with these Terms, the Gift Funds are credited to the Recipient’s Sarwa account and invested in accordance with the Recipient’s selected investment product.

3.3 Gift Funds are not eligible for immediate withdrawal or transfer upon receipt by the Recipient. They must be invested by the Recipient via the Sarwa platform and remain in the Recipient’s account for a minimum period of 6 months before being eligible for withdrawal or transfer by the Recipient.

3.4 The Sender acknowledges that the gift notification email to the Recipient is sent by the Sender, and Sarwa is not responsible for any matters outside of Sarwa’s reasonable control, including delays or failures in email delivery.

4. Restrictions

4.1 Sarwa may impose minimum and maximum limits on Gift Funds. The current minimum amount to be gifted is USD 500 (or equivalent in other currencies), and the maximum amount being USD 2,000 per Sender per quarter.

4.2 Sarwa Gifting is strictly for bona fide gifting purposes and must not be used to facilitate unauthorised fund transfers, remittances, loans, or other payment transactions.

4.3 Sarwa is not authorised to provide money services in or from the ADGM, including but not limited to money transmission, currency exchange, or remittance services. Sarwa Gifting is intended solely for promotional and non-commercial purposes and is not designed or permitted to be used as a fund transfer, loan, or remittance mechanism.

4.4 Gift Funds may not be split, pooled, or structured in any way to circumvent Sarwa’s limits, compliance checks, or regulatory requirements.

4.5 Sarwa reserves the right to impose additional restrictions or conditions to ensure compliance with applicable laws or to protect the integrity of Sarwa Gifting.

5. Compliance and Regulatory Obligations

5.1 All Gift Funds are subject to Sarwa's KYC, AML/CTF, and source-of-funds verification processes in accordance with the FSRA's rules and regulations and other applicable laws.

5.2 Sarwa may request additional information or documentation from the Sender or Recipient, including but not limited to proof of identity, address, or source of funds, to process a Sarwa Gifting transaction at any time.

5.3 Sarwa may refuse, suspend, or reverse a Sarwa Gifting transaction if:

- (a) Regulatory or legal requirements are not met;
- (b) The source of funds or identity of the Sender or Recipient cannot be verified to Sarwa's satisfaction;
- (c) Sarwa reasonably suspects misuse, fraud, or financial crime, including money laundering or terrorist financing; or
- (d) The transaction violates sanctions or other applicable legal restrictions.

5.4 Sarwa is required to report suspicious transactions to the relevant authorities in accordance with the ADGM rules and regulations and the UAE federal laws.

6. Data Protection

6.1 Sarwa collects, processes, stores, and discloses personal data (e.g., Sender and Recipient names, email addresses, financial details, and identification documents) in accordance with the ADGM Data Protection Regulations 2021 and [Sarwa's Privacy Policy](#).

6.2 By using Sarwa Gifting, the Sender confirms that it has the Recipient's consent to Sarwa processing the Recipient's personal data (e.g., name and email address) to facilitate the gift and conducting necessary compliance checks as detailed herein.

6.3 Personal data will only be used for purposes related to Sarwa Gifting, such as processing the gift, complying with legal obligations, or as described in Sarwa's Privacy Policy.

6.4 Sarwa implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss, disclosure, or misuse, in compliance with its obligations under the ADGM Data Protection Regulations.

6.5 The Sender is responsible for:

- (a) Ensuring the accuracy of the Recipient's details provided;
- (b) Obtaining the Recipient's consent to share their personal data with Sarwa for the purpose of Sarwa Gifting.

6.6 Recipients have the right to access, correct, or request deletion of their personal data, subject to legal and regulatory requirements, by contacting Sarwa as outlined in the Sarwa Privacy Policy.

6.7 Sarwa may share personal data with third parties (e.g., payment providers or regulatory authorities) only as necessary to process the gift or comply with its legal obligations.

6.8 In the event of a data breach, Sarwa will notify affected individuals and the ADGM Data Protection Office as required under the ADGM Data Protection Regulations.

7. Unclaimed Gift Funds

7.1 If the Recipient does not complete onboarding and account opening within six (6) months of the gift notification being sent, the Sarwa Gifting transaction shall automatically expire. In such case, no transfer

of Gift Funds shall occur and the Gift Funds shall remain in the Sender's Sarwa account, available for use or withdrawal at the Sender's discretion.

7.2 Sarwa is not liable for losses arising from delays or inability to refund Gift Funds due to incorrect Sender or Recipient details, payment provider delays, force majeure events (e.g., natural disasters, system outages, or regulatory interventions), or matters outside of Sarwa's reasonable control.

8. Refunds and Reversals

8.1 If a Sarwa Gifting transaction cannot be completed due to compliance, operational, or other reasons, Sarwa will reverse the transaction and refund the Gift Funds to the Sender.

8.2 Refunds will be processed only to the Sender's Sarwa account, typically within ten (10) business days, subject to any delay by payment providers or banking partners.

8.3 The Sender may cancel a Sarwa Gifting transaction at any time prior to the transfer of the Gift Funds to the Recipient's Sarwa account. Once the transfer has been completed, the Gift Funds shall be deemed irrevocably transferred, shall form part of the Recipient's Sarwa account, and the Sender shall have no further rights, claims, or entitlements in respect thereof.

9. Risks and Liability

9.1 Sarwa does not provide advice or recommendations regarding the appropriateness of participating in Sarwa Gifting for either the Sender or the Recipient. Each party is responsible for determining whether participation is suitable for their individual circumstances.

9.2 Investments made with Gift Funds are subject to market risks, including potential loss of principal, and other risks associated with Sarwa's investment products. Sarwa makes no representations or warranties regarding investment performance. Sarwa Gifting Recipients should seek independent financial advice in relation to any investment activities they engage in.

9.3 To the fullest extent permitted by applicable law, Sarwa is not liable for any loss, cost, damage, or expense (including data breaches or investment losses) arising from Sarwa Gifting, except where caused by Sarwa's fraud, gross negligence, or willful misconduct.

9.3 Once Gift Funds are credited to the Recipient's Sarwa account, they are subject to the same terms, conditions, and risks as other Sarwa Client accounts.

9.4 Sarwa is not responsible for errors or delays caused by incorrect or incomplete information provided by the Sender or Recipient.

9.5 By agreeing to these Terms, you hereby confirm that you have read and understood the Risk Disclosure Statement in respect of Sarwa Gifting.

10. Intellectual Property

10.1 Sarwa Gifting, including its platform, processes, and related materials, is protected by intellectual property laws. Users may not copy, modify, distribute, or reverse-engineer any part of Sarwa Gifting without Sarwa's prior written consent.

10.2 The Sender and Recipient grant Sarwa a non-exclusive, royalty-free license to use any feedback or suggestions provided regarding Sarwa Gifting for the purpose of improving the service and for marketing purposes.

11. Dispute Resolution

11.1 Any disputes arising from Sarwa Gifting shall first be addressed through good-faith negotiations between the parties and in accordance with [Sarwa's Complaints Policy](#), which is available on Sarwa's website free of charge.

11.2 If unresolved, disputes will be submitted to mediation in accordance with the ADGM's mediation rules.

11.3 The Sender and Recipient agree to waive any right to participate in class actions or collective claims against Sarwa related to Sarwa Gifting.

12. Changes and Termination

12.1 Sarwa reserves the right to modify, suspend, or discontinue Sarwa Gifting or these Terms at any time, subject to applicable laws and regulations.

12.2 Changes will take effect 14 days after notifying you via email or upon posting on Sarwa's website or app, and continued use of Sarwa Gifting constitutes acceptance of the updated Terms.

12.3 Sarwa may terminate a Sender or Recipient's access to Sarwa Gifting for violation of these Terms, regulatory non-compliance, or other reasonable cause, with or without notice provided where required by applicable law, including, but not limited to if:

12.3.1 The Sender or Recipient violates any provision of these Terms, including the eligibility criteria; or

12.3.2 Any fraudulent behaviour, including any attempt to circumvent these Terms, Sarwa's limits, regulatory or compliance requirements, on the part of the Sender or Recipient is identified.

13. Force Majeure

13.1 Sarwa is not liable for delays or failures to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, cyberattacks, regulatory changes, or disruptions to third-party services (e.g., payment providers or email services).

14. Notices

14.1 All notices related to Sarwa Gifting will be sent to the Sender or Recipient via the email address associated with their Sarwa account or through the Sarwa platform.

14.2 Users are responsible for maintaining up-to-date contact information and reviewing notices promptly.

15. Governing Law and Jurisdiction

15.1 These Terms and any disputes arising from them are governed by the laws of the ADGM.

15.2 The courts of the ADGM shall have exclusive jurisdiction over any disputes, subject to the dispute resolution process outlined in Section 11.

16. Miscellaneous

16.1 These Terms constitute the entire agreement between Sarwa, the Sender, and the Recipient regarding Sarwa Gifting and supersede any prior agreements or understandings.

16.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.3 The Sender and Recipient may not assign their rights or obligations under these Terms without Sarwa's prior written consent.

16.4 Sarwa's failure to enforce any provision of these Terms does not constitute a waiver of that provision.

Last updated 10.12.2025

Sarwa Gifting - Risk Disclosure Statement

This Risk Disclosure Statement (the **Statement**) provides important information about the risks associated with using Sarwa Gifting provided by Sarwa Digital Wealth Limited (**Sarwa**) a company incorporated in the Abu Dhabi Global Market (**ADGM**) and regulated by the ADGM Financial Services Regulatory Authority (**FSRA**).

This Statement should be read together with the Sarwa Gifting Terms and Conditions and Sarwa's Privacy Policy. Everyone using Sarwa Gifting (including both gift Senders and Recipients) should read and understand this Statement prior to participating in Sarwa Gifting.

This Statement is for informational purposes only and does not constitute advice or a recommendation. Participating in Sarwa Gifting is entirely voluntary, and Sarwa does not provide advice or recommendations regarding the appropriateness of participating in Sarwa Gifting for either the Sender or the Recipient.

Unless set out otherwise in this Statement, all words shall have the meaning given in the Sarwa Gifting Terms and Conditions.

1. No Investment Guarantee

All investments involve risks. The Gift Funds, once transferred into the Recipient's Sarwa account, may be invested in financial instruments that carry risks, such as market risks, liquidity risks, and credit risks, which include:

- The value of investments may increase or decrease based on market conditions..
- The Recipient may lose some or all of the value of the Gift Funds.
- The Recipient may be unable to sell the financial instrument in which the Gift Funds are invested quickly without price concessions.
- Past performance is not a reliable indicator of future results.

Sarwa does not guarantee investment returns or preservation of capital. Recipients should consider their investment objectives and risks carefully before investing in financial instruments and seek investment advice as required.

2. Account Approval Risk

The Gift Funds can only be redeemed if the Recipient successfully completes Sarwa's account verification and approval process.

If the Recipient's account is not approved, the gift becomes void. If a gift becomes void, no transfer of Gift Funds takes place, and the Sender retains their funds in their own account.

Sarwa reserves the right to decline or delay account approval in line with regulatory obligations.

3. Regulatory and Compliance Risk

All gifts are subject to KYC, AML, sanctions screening, and other regulatory checks.

- Sarwa may decline, cancel, or require additional information from the Sender or Recipient before processing a gift.
- Sarwa may be required to report certain transactions or activities to the relevant regulatory authorities.

- Issuance of gifts or transfers of Gift Funds may be delayed or blocked if risk indicators are identified.

These requirements are mandated under the ADGM FSRA regulatory framework and cannot be waived.

4. Irrevocability of Transfers Risk

Once the Recipient redeems the gift and the transfer is initiated:

- The transfer is irrevocable.
- Sarwa cannot reverse or recall the transferred amount.
- Any investment decisions made by the Recipient thereafter are their sole responsibility.

Senders should ensure the details provided are accurate before submitting a gift request. Sarwa is not responsible for any losses, delays or misdirected gifts or transfers resulting from incorrect or incomplete Recipient details provided by the Sender.

Any Gift Funds transferred to Recipients are irrevocable once redeemed by the Recipient.

5. Access to Gift Funds

Gift Funds will remain in the Sender's Sarwa account until the Recipient redeems the gift. Once a gift is initiated by the Sender, the Gift Funds shall not be accessible for withdrawal, investment, or any other use by the Sender (unless the gift is cancelled prior to transfer of the Gift Funds to the Recipient's Sarwa account).

Sarwa shall not be liable for Senders' inability to access, withdraw, or utilise Gift Funds after the initiation of the gift.

6. Gift Expiry and Non-Redemption Risk

Gift Funds issued under Sarwa Gifting are valid for 6 months. If the Recipient does not redeem the gift within 6 months, the gift expires. Expired gifts cannot be reinstated or extended.

If a gift expires, no transfer of Gift Funds takes place, and the Sender retains their funds in their own account.

7. Retention Requirement Risk

Gift Funds must be invested by the Recipient via the Sarwa platform and remain in the Recipient's Sarwa account for a minimum period of 6 months before being eligible for withdrawal. The retention requirement does not eliminate investment risk.

Withdrawal requests during this period may be delayed or blocked, and attempted early withdrawal may trigger compliance reviews.

This retention requirement does not prevent the Recipient from investing the Gift Funds within the Sarwa platform during this period, including selling financial instruments and reallocating the Gift Funds among different financial instruments and investment products on the Sarwa platform.

8. Limitations and Operational Risk

Sarwa may modify, suspend, or terminate Sarwa Gifting at any time.

System outages or external service disruptions may temporarily delay gift processing or transfers.

Incorrect Recipient information or misdirected or unclaimed Gift Funds remain the Sender's responsibility.

Sarwa does not guarantee uninterrupted availability of Sarwa Gifting, nor does it guarantee approval to participate in Sarwa Gifting.

9. Tax Considerations

Giving or receiving gifts and/or investments in financial instruments may have tax implications that vary based on your personal circumstances and applicable laws.

Sarwa does not provide tax advice. Senders and Recipients are responsible for understanding any tax implications of participating in Sarwa Gifting in their respective jurisdictions.

Tax treatment may differ based on country of residence or personal circumstances and can change due to amendments in legislation, regulatory guidance, or interpretation by tax authorities.

Sarwa shall not be liable for any tax consequences, penalties, or losses arising from your investments or from changes in tax laws or regulations.

10. No Financial Advice

Participation in Sarwa Gifting does not constitute investment advice, suitability assessment, or a recommendation by Sarwa. Participating in Sarwa Gifting is entirely voluntary and should not be considered as an obligation or a recommendation.

Sarwa does not evaluate whether giving or receiving a gift is appropriate for either party.

Both the Sender and Recipient should consider their own financial circumstances and risk tolerance before engaging in investments using Gift Funds.

11. Data Privacy

By using Sarwa Gifting, the Sender confirms they have the Recipient's consent to share their personal details (including their name and email address). Personal data is processed in accordance with Sarwa's Privacy Policy.

Sarwa is not responsible for any impacts on the Recipient's ability to redeem the Gift Funds as a result of inaccurate or unauthorised sharing of personal details.