SANDJAR GROUP

ATLAS PLATFORM

DOCUMENT No. 7

Terms and Conditions of ATLAS Platform

For Investors, Agents, Tenants, Real Estate Agencies & Developers

Issued by:	Atlas Overseas FZE
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Governing Law:	United Arab Emirates
Jurisdiction:	Dubai Courts / DIAC Arbitration
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I. GENERAL PROVISIONS & DEFINITIONS

These Terms and Conditions ('Terms') constitute a legally binding agreement between Atlas Overseas FZE ('ATLAS', 'Platform', 'we', 'us') and each registered user of the ATLAS Platform ('User', 'you'). By creating an account and using the Platform, you irrevocably agree to these Terms in their entirety. If you do not agree, you must not use the Platform.

1.1 Key Definitions

Term	Definition
Platform	The ATLAS digital real estate transaction ecosystem, including all web, mobile, and API-based interfaces operated by Atlas Overseas FZE.
User	Any natural or legal person who has created a verified account on the Platform, regardless of user type (investor, agent, developer, tenant, agency).
Transaction	Any deal executed through the Platform, including property sales, rentals, IP-Share acquisitions, commission arrangements, and escrow instructions.
ATL	The Atlas Platform functional payment unit — a closed-loop AED-pegged utility token used for fee settlement within the Platform. Not a financial instrument or virtual asset.
IP-Share (ATLX)	A documented fractional intellectual property entitlement in the ATLAS IP portfolio, as defined in Document 6. Not a security, financial instrument, or equity interest.
Escrow	The ring-fenced bank sub-account managed by ATLAS in partnership with its licensed bank partner, holding client funds pending transaction settlement.
DLD	Dubai Land Department — the UAE government authority responsible for real estate title registration and regulatory oversight.
RERA	Real Estate Regulatory Agency — the Dubai regulatory authority for real estate professionals and developments.
Platform Fee	The fee charged by ATLAS for transaction execution, as set out in the applicable fee schedule published on the Platform and in Document 1.
Force Majeure	Events beyond reasonable control including: government action, war, sanctions, natural disaster, pandemic, or infrastructure failure.

II. USER TYPE — SPECIFIC TERMS

2.1 Investors (IP-Share / ATLX Buyers)

- Investors must complete full AML/KYC verification before any IP-Share acquisition. Failure to maintain verified status results in suspension of royalty payments and IP-Share transfer rights.
- IP-Shares represent contractual IP rights — not equity, debt, or securities. Investors acknowledge they understand the distinction and have not been induced by promises of guaranteed returns.
- Royalty payments are conditional upon actual commercial exploitation of the underlying IP. ATLAS gives no guarantee of royalty frequency, amount, or continuity.
- IP-Share transfers require Platform approval and re-verification of the transferee. Unauthorized transfers are void and have no legal effect.
- Investors accept that blockchain ledger entries (ATLX) are evidentiary records only — the IP Assignment Agreement is the primary legal instrument of title.

2.2 Real Estate Agents & Agencies

- All agents and agencies must hold a valid RERA registration. Platform access requires upload and verification of current RERA licence. Expired licences trigger automatic account suspension.
- Agents agree to the Platform's commission split protocol. In dual-agency transactions, buyer agent and seller agent commission is split and distributed by the Platform at settlement.
- Agents may not communicate outside the Platform with counterparties identified through the Platform for the purpose of circumventing Platform fees (fee avoidance is a material breach).
- Agents are responsible for verifying property data they submit to the Platform. Submission of false or misleading property information is grounds for immediate account termination.
- Agencies may enrol multiple agents under a master agency account. The agency is jointly liable for all actions of its registered agents on the Platform.

2.3 Developers

- Developers must provide DLD-registered project documentation (Oqood), master community agreement, and escrow account details per UAE Real Estate Development Escrow Account Law (Law No. 8 of 2007).
- Off-plan payments collected via the Platform are held in DLD-regulated escrow and released only upon certified construction milestone completion.
- Developers may not list units not registered with DLD / Oqood. Breach results in immediate delisting and potential DLD referral.
- Developer subscription tier determines listing capacity, analytics access, and lead management features. Tier changes take effect on the next billing cycle.
- Developers are responsible for issuing SPA (Sale and Purchase Agreement) directly to buyers — the Platform facilitates but does not execute the SPA on behalf of the developer.

2.4 Tenants

- Tenants may use the Platform for property search, rental application submission, Ejari registration support, and rental payment management.

- Rental payments processed through the Platform are held in escrow and released to landlords per the registered tenancy contract payment schedule.
- Tenants agree to provide accurate personal and employment information in rental applications. Misrepresentation is grounds for application rejection and account termination.
- Ejari registration is mandatory for all rental transactions above AED 15,000 per year. ATLAS facilitates but does not guarantee Ejari approval by Dubai Land Department.

III. FEES, PAYMENTS & FINANCIAL TERMS

Fee Type	Applicable Users	Rate	Payment Timing
Platform Transaction Fee	All users	0.5%–2.5% per transaction	At settlement
Agent Subscription (Monthly)	Agents / Agencies	AED 500–AED 3,000/month	Monthly in advance
Developer Listing Fee	Developers	AED 2,000–AED 15,000/project	At project activation
IP-Share Acquisition Fee	Investors	1.00% (0.75% via ATL)	At acquisition
Escrow Admin Fee	All transaction parties	0.10% (min AED 500)	At escrow open
ATL Wallet Top-Up Fee	All ATL users	0% (bank) / 1.5–2.9% (card)	At top-up
DLD Transfer Fee (pass-through)	Buyers & Sellers	4% of value	At DLD registration

All fees are quoted exclusive of VAT where applicable. UAE VAT at 5% applies to Platform service fees per Federal Decree-Law No. 8 of 2017. DLD fees are statutory and non-negotiable.

IV. PLATFORM RULES, LIABILITY & TERMINATION

4.1 Platform Rules — Prohibited Conduct

- Fee avoidance: communicating with Platform-introduced counterparties off-platform to circumvent transaction fees.
- Misrepresentation: providing false identity, property, or financial information.
- Manipulation: artificially inflating property values, review scores, or transaction histories.
- AML breach: using the Platform to process funds of illicit origin or to evade AML controls.
- Circumventing KYC: using another person's identity or account for any Platform activity.
- Reverse engineering: attempting to access, copy, or replicate Platform code, algorithms, or data.
- Solicitation: using Platform data to solicit users for off-platform services.

4.2 Limitation of Liability

ATLAS's liability to any user arising from or related to Platform use is limited to the total fees paid by that user to ATLAS in the 12 months preceding the event giving rise to the claim. ATLAS is not liable for: (i) third-party payment processor failures; (ii) DLD delays or rejections; (iii) developer insolvency; (iv) market value movements; or (v) force majeure events.

4.3 Termination

- Users may terminate their account at any time via platform settings — subject to completion of all active transactions and settlement of all outstanding fees.
- ATLAS may terminate or suspend any account immediately upon: AML/sanctions breach, fraudulent activity, material misrepresentation, regulatory directive, or persistent Terms violation.
- Upon termination: all ATL balances are redeemed to the registered bank account (within 30 days); all IP-Shares remain the legal property of the holder per the IP Assignment Agreement.
- Data is retained post-termination per Document 5 (GDPR Policy) retention schedule — minimum 5 years for AML/transaction records.

4.4 Governing Law & Dispute Resolution

These Terms are governed by the laws of the United Arab Emirates. Disputes shall be resolved per the hierarchy in Document 6, Section 5.2 (Platform Arbitration → DIAC Mediation → DIAC Arbitration). These Terms are available in English and Arabic — in case of conflict, the English version prevails.

Disclaimer: These Terms and Conditions were last updated on 1 June 2026. ATLAS reserves the right to amend these Terms with 30 days' written notice to registered users. Continued use of the Platform after the effective date of amendments constitutes acceptance.

