

# **TERMS OF USE QUASAR DEV DMCC**

Last updated: (add date).

Please read these terms and conditions ("Terms of use", "Terms") carefully and fully. By accessing this Site ("WebSite", "Service") and any pages below, you: 1) agree that you have read, understand these Terms of Use and 2) agree and accept to be bound by these Terms of Use.

If you do not agree to the terms of this agreement, do not access or otherwise use the site, or disclose to us any personal information.

Quasar Dev DMCC ("we", "us" or "our") reserves the right to change these Terms of Use which you are responsible for regularly reviewing and your continued use of this WebSite constitutes agreement to all such changes.

1. Terms and conditions

1.1. In order to provide clear services, the following terms shall have the meanings specified below:

Qsrdev.net: means the Quasar Dev DMCC company which is the owner and the copyright owner of the website qsrdev.net.

QUASAR DEV DMCC Services and Products ("Service" and/or "Product"): mean services and products, including, but not limited to, Software Development for individuals and corporative clients, custom development for MT4, Marketing services, marketing consulting and audit, design and web programing controlled by QUASAR DEV DMCC and available on qsrdev.net which allow the registered Users to receive additional materials or services on qsrdev.net under certain terms of service.

User (Client): means You or any person or legal entity who uses qsrdev.net website and is one of the Parties to these Terms of Use. The User shall accept and comply with all the conditions of these Terms of Use.

You: means you as a qsrdev.net User ('Your' and 'Yours' shall be construed accordingly).

Terms of Use: mean these qsrdev.net Terms of Use which constitute the entire agreement between QUASAR DEV DMCC and the User, as well as updated, modified and/or amended future versions thereof as now or hereafter in effect.

Rules: mean rules and conditions that apply to Your use of QUASAR DEV DMCC Services, published or declared in addition to these Terms of Use.

Additional Terms: mean the terms and conditions that apply to Your use of the Service, Software, Products and Website of QUASAR DEV DMCC, published or declared in addition to these Terms of Use.

Additional Agreements: mean agreements that apply to Your use of QUASAR DEV DMCC Services, published or declared in addition to these Terms of Use.

Content: means any and all content, consisting of text, sounds, pictures, photos, video and/or any type of information or communications.



Trademarks: mean trademark and service mark names, logos, domain names and other distinctive features of trademarks of their respective owners (or license holders).

Intellectual Property Rights: mean patents, patent applications, designs, trademarks and trade names (registered and unregistered), copyrights and other similar rights, database rights, technology, know-how and confidential information, all other intellectual property rights and similar or equivalent rights anywhere in the world that exist now or may exist in the future, as well as applications, alterations and amendments to any of the above rights.

QUASAR DEV DMCC Website: all elements, content and style of the website, including 3rd level domains, with the URL address qsrdev.net.

QUASAR DEV DMCC Online Materials: mean materials available for downloading from the QUASAR DEV DMCC Website, as well as any changes made by QUASAR DEV DMCC in its sole discretion.

QUASAR DEV DMCC Advertising Materials: any and all trademarks, names, brands, signs, logos, banners, and any other materials, in whatever form, owned and/or used by QUASAR DEV DMCC for the promotion of the company, its products, services and activities.

QUASAR DEV DMCC Employees: officers, directors, employees and representatives of QUASAR DEV DMCC or Affiliated Entities, as well as any other persons employed by QUASAR DEV DMCC or its Affiliated Entities.

Account or QUASAR DEV DMCC ID: means an account of website user with Login and Password created for Your use of qsrdev.net.

Login: means an identification code which, in combination with the Password, gives You access to Your Account.

Password: means a code You select, which, in combination with the Login, gives You access to Your Account.

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

1.3. Any words following the terms (in any form) "including", "among other things", "in particular" and similar expressions shall be construed as illustrative and not limiting the meaning of the words preceding those terms.

# 2. General

2.1. These Terms of Use, as well as updates hereof, constitute the entire agreement between **You** and QUASAR DEV DMCC and govern the terms on which You can use the website qsrdev.net and QUASAR DEV DMCC Services.

By clicking on the "Continue", "Accept" or a similar button or an appropriate link and/or by using the qsrdev.net website, You agree to the Terms of Use of this Agreement.

You agree that QUASAR DEV DMCC is not responsible for the materials, software, products or third party services that may be published or distributed on qsrdev.net.

The User who has not agreed to be bound by these Terms of Use shall have no right to use the website qsrdev.net and QUASAR DEV DMCC Services.

The website qsrdev.net is available for use by persons aged 18 and older.

# ° Q srDev

2.2. These Terms of Use will automatically cease to be effective if it appears that You are:

(a) not an qsrdev.net User, or

(b) under the age of 18

2.3. If You are a company employee or executive and You use qsrdev.net on behalf of Your company ("Company"), You accept and agree to the below: (i) by accepting these qsrdev.net Terms of Use and by using qsrdev.net, You acknowledge that You are explicitly authorized to do so by the Company based on Your and Company's compliance with this Agreement regarding the use of qsrdev.net by You and the Company; (ii) You have obtained all consents, approvals and authorizations from the Company whatsoever needed, allowing You to officially act on behalf of the Company under these qsrdev.net Terms of Use. You represent and warrant that You have obtained such consents, approvals and authorizations to use qsrdev.net on behalf of the Company. If You do not have such authority, You shall not have the right to use qsrdev.net.

2.4. Your agreement with QUASAR DEV DMCC can also include Additional Terms/Rules and Additional Agreements published or declared by QUASAR DEV DMCC on the Web or in the QUASAR DEV DMCC Website. Additional Terms/Rules and Agreements include, without limitations, terms and conditions set forth in these Terms of Use.

We reserve the right to revise and update any of these Terms and conditions from time to time. Such changes shall be effective upon their publication on the qsrdev.net site. Before using any of QUASAR DEV DMCC Services, You are required to read and accept the corresponding Terms/Rules, Additional Terms and Additional Agreements.

2.5. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original non-electronic signature or delivery or retention of non-electronic records, to the extent permitted by applicable mandatory law.

2.6. Use of the website qsrdev.net requires compatible devices (computer, mobile phone, etc.) and Internet access. The website qsrdev.net may use Your computer (or other device) resources, including, but not limited to, CPU, memory and network connectivity to ensure the functionality of the website qsrdev.net. QUASAR DEV DMCC will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communications. However, You acknowledge and agree that QUASAR DEV DMCC cannot give any warranties in this respect.

# 3. Use of the Website qsrdev.net

3.1. You agree to provide accurate and complete information when You register on, and as You use, the website qsrdev.net, and You agree to update Your registration data to keep it accurate and complete. You agree that QUASAR DEV DMCC may store and use the registration data You provide for maintaining Your Account and performing its obligations under these Terms of Use.

3.2. You agree that QUASAR DEV DMCC may, in its sole discretion and without prior notice, suspend or terminate the provision of any QUASAR DEV DMCC Service or access to the website qsrdev.net (or its functions) to You personally or all Users.

3.3. QUASAR DEV DMCC may engage the services of consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement,



provided that such consultants and contractors will be bound by the same obligations as QUASAR DEV DMCC.

3.4. QUASAR DEV DMCC may discover that the content, materials, products or services published or distributed on qsrdev.net violate any Additional Terms or Additional Agreement or other legal agreements, third party rights, laws, rules and regulations. You agree that in this case QUASAR DEV DMCC reserves the right to discontinue the distribution of, remove or stop the publication of, such content, materials, products or services, in its sole discretion or as required by the relevant government authorities.

3.5. You agree to use the website qsrdev.net only for purposes that are permitted by (a) these Terms of Use, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, and in accordance with moral principles and rationality. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the materials, products and services.

3.6. You agree not to use the website qsrdev.net by any means other than through the interface that is provided by QUASAR DEV DMCC on qsrdev.net, unless You have been specifically allowed to do so in a separate agreement with QUASAR DEV DMCC. You specifically agree not to access the website qsrdev.net through any automated means, including use of scripts, crawlers, or similar technologies.

3.7. You agree that You will not engage in any activity that interferes with or disrupts the operation of the website qsrdev.net (as well as the servers and networks which service the website qsrdev.net).

3.8. You agree that You will not reproduce, duplicate, copy, sell, trade or resell the content of the website qsrdev.net, unless you have been specifically permitted to do so in a separate agreement with QUASAR DEV DMCC. You must retain all copyright and other proprietary notices contained in the original materials on any copy You make of the materials of the Content. You may not modify the Content in any way or publicly display, reproduce or distribute it. The website qsrdev.net is the property of QUASAR DEV DMCC. The QUASAR DEV DMCC Websites are protected by international copyright laws. Any unauthorized use of the QUASAR DEV DMCC Websites may violate copyright laws, trademark laws and other laws.

3.9. You agree that You are solely responsible for, and that QUASAR DEV DMCC has no responsibility to You or to any third party for, Your use of the website qsrdev.net and any QUASAR DEV DMCC Services, products or services, any breach of Your obligations under these Terms of Use, and for the consequences of any such breach (including any loss or damage of any kind which QUASAR DEV DMCC or any third party may suffer).

3.10. You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Your use of the website qsrdev.net and QUASAR DEV DMCC Services, and that the reporting and payment of any such applicable taxes are Your responsibility.

3.11. QUASAR DEV DMCC reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, products, materials or services from the website qsrdev.net. However, You agree that by using the website qsrdev.net You may be exposed to materials, products or services that You may find



offensive, indecent or objectionable and that You use the website qsrdev.net at Your own risk.

3.12. You agree that QUASAR DEV DMCC and its Affiliated Entities own all right, title and interest in and to the gsrdev.net website. You agree that QUASAR DEV DMCC has all the appropriate rights and licenses for the distribution of the Content, materials, products or services through the website asrdev.net and QUASAR DEV DMCC Services that are provided by their respective authors or other copyright owners. You agree that You will not, and will not allow any third party to, (I) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the software located on the website gsrdev.net, unless otherwise permitted, (II) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the materials, products and services, (III) use the Content, materials, products or services to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (IV) remove, obscure, or alter copyright notices, trademarks, or other proprietary rights notices of QUASAR DEV DMCC or any third party, affixed to or contained within the Content, materials, products or services.

3.13. All rights to Trademarks, as well as property rights and titles, including but not limited to any and all rights to intellectual property are the property of their respective owners or license holders. Except as otherwise provided in these Terms of Use, neither party grants to the other party any right, title or interest (including, but not limited to, any implied licenses) in or to Trademarks. Nothing in this Agreement gives the User a right to use any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of QUASAR DEV DMCC.

3.14. In using the website qsrdev.net or QUASAR DEV DMCC Services, You are not granted any intellectual property rights or rights in or to the website qsrdev.net or QUASAR DEV DMCC Services or to any related content, including materials, documentation, products or services. Any other use of the content shall be allowed only subject to respective owner's authorization or when this is provided by law. These Terms of Use do not grant You any right to use any branding or logos of QUASAR DEV DMCC. You must not remove, obscure, or alter any legal notices displayed on the pages of the website qsrdev.net.

3.15. You shall not access or attempt to access an Account that You are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the website qsrdev.net or QUASAR DEV DMCC Services. Violations of system or network security may result in civil or criminal liability.

3.16. You agree not to carry out illegal acts directed at massive attraction of visitors to the qsrdev.net website. Any unauthorized massive advertising campaigns concerning qsrdev.net website services are prohibited.

#### 4. Submission of User Materials on qsrdev.net

4.1. The User shall not post or transmit through the website qsrdev.net any materials that:



- 1. are unlawful, threatening, abusive, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, indecent or otherwise objectionable;
- 2. to a certain extent, discredit the honor, dignity, business reputation, legal rights and interests of other persons;
- 3. promote hatred towards persons or a group of persons based on religion, race or ethnic origin, and constitute attempts to incite hostility or violence;
- 4. could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any applicable law or contractual obligation;

4.2. Any conduct by a User that in the sole discretion of QUASAR DEV DMCC restricts or inhibits any other Qsrdev.net User from using and enjoying his or her rights, will not be permitted.

4.3. The User shall not post or transmit through the website qsrdev.net any commercial, advertising or promotional materials for goods or services without prior written consent of QUASAR DEV DMCC. The User shall not use the Website to advertise or otherwise promote sales of any goods and services in any form whatsoever.

4.4. The User shall not upload, post or otherwise make available on qsrdev.net any material protected by intellectual property law (including copyright, trademark law, etc.) or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any material posted by the User on qsrdev.net is not protected by copyright, neighboring or third party rights rests with the User.

Some QUASAR DEV DMCC Services can also include Additional Terms, Additional Agreements and Rules governing the scope of rights, purposes and terms of use applicable to the materials, products and services of the User.

# 5. Privacy and Personal Data Protection

5.1. We use personal data, which help us to create, develop, manage, provide and improve our Services and contents, as well as to protect against fraud and copyright violation.

5.2. We may occasionally use Your personal data to send You important notices of changes in our Terms of Services or Policies. We may also use personal data for internal purposes, such as auditing, data analysis and research, which enable us to improve our Services.

5.3. When You visit our websites, we may collect technical and navigational information, such as the type of the web browser, Internet protocol address, language, location, time zone, unique device/browser identifier and requested URLs so that we may better understand customer behavior and improve our Services. We may also collect information regarding specific activities you perform on our website. This information is used to help us improve the content and usability of our websites. This information is aggregated and we consider aggregated information as non-personal for the purposes of our privacy policy If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

5.4. To find out more about how we collect and use the information you provide, please read our <u>Privacy, Data Protection and Refund Policy</u> and <u>Cookies Policy</u>.

# 6. Termination



6.1. These Terms of Use shall be effective until terminated by either You or QUASAR DEV DMCC, as described below.

6.2. You may terminate these Terms of Use by discontinuing Your access to and use of the website qsrdev.net and all materials, products and services obtained or downloaded from the website qsrdev.net.

6.3. Upon termination of these Terms of Use, all legal rights and obligations to be executed or performed by You or QUASAR DEV DMCC (or accrued during the term of these Terms of Use) or perpetual rights and obligations, shall not be modified due to termination of these Terms of Use.

6.4. QUASAR DEV DMCC may at any time terminate these Terms of Use if:

- 1. You fail to comply with any provision of these Terms of Use;
- 2. QUASAR DEV DMCC will be forced to do so pursuant to the law;
- 3. You cease to be a User;
- 4. QUASAR DEV DMCC decides to terminate the operation of the qsrdev.net website.

#### 7. Disclaimer of Warranties

7.1. You understand and agree that your use of the website qsrdev.net is at your sole risk and that the website qsrdev.net is provided on an "as is" and "as available" basis without warranty of any kind. You expressly acknowledge and agree that your use of the website qsrdev.net is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the materials, products and any services offered or rendered on qsrdev.net are provided "as is" and "as available", with all faults and without warranty of any kind, and Quasar Dev DMCC hereby disclaims all warranties and conditions with respect to the products and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

7.2. You agree to use the website qsrdev.net and any materials downloaded or otherwise obtained through the use of the website qsrdev.net at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device or loss of data as a result of such use.

7.3. QUASAR DEV DMCC further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

# 8. Limitation of Liability

8.1. To the extent not prohibited by law, in no event shall QUASAR DEV DMCC be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the website qsrdev.net, however caused, regardless of the theory of liability (contract,



tort or otherwise) and even if QUASAR DEV DMCC has been advised of the possibility of such damages.

8.2. QUASAR DEV DMCC is not a registered investment advisor, broker/dealer, financial analyst, financial bank, securities broker or financial planner. QUASAR DEV DMCC is a technology provider. Users of the service may use the information to formulate their own decisions. All information on the qsrdev.net is provided for information purposes only. The information is not intended to be and does not constitute financial advice or any other advice, is general in nature and not specific to you. Before using the company's information to make an investment decision, you should seek the advice of a qualified and registered securities professional and undertake your own due diligence. None of the information on our site is intended as investment advice, as an offer or solicitation of an offer to buy or sell, or as a recommendation, endorsement, or sponsorship of any security, company, or fund. The company is not responsible for any investment decision made by you. You are responsible for your own investment research and investment decisions.

#### 9. Indemnification

9.1. You hereby agree, to the fullest extent permitted by law, to indemnify, defend, and hold QUASAR DEV DMCC, its Affiliated Entities and each of their respective directors, managers, employees and agents, as well as Authorized operators, harmless from and against any and all third party claims, demands, causes of action, suits or proceedings, as well as any and all losses, liabilities, damage, costs or expenses (including any reasonable attorneys' fees), arising from or relating to:

- 1. Your violation of these Terms of Use when using the website qsrdev.net,
- 2. infringement of any copyright, trademark right, trade secret, vendibility, patent or other intellectual property right of any third party, damage of any third party's reputation or violation of publicity or privacy right of any third party, in connection with any material posted by the User on the website qsrdev.net.

#### 10. Changes to These Terms of Use

10.1. QUASAR DEV DMCC reserves the right to change and revise these Terms of Use. Each time changes are made to these Terms of Use, QUASAR DEV DMCC will publish a revised version of the Terms of Use on qsrdev.net. The revised version of the Terms of Use shall be effective immediately upon publication. Your use of the website qsrdev.net following any change to these Terms of Use will constitute Your assent to and acceptance of the revised Terms of Use.

# 11. General Legal Terms

11.1. These Terms of Use constitute the entire legal agreement between You and QUASAR DEV DMCC, govern Your access to and use of the website qsrdev.net and can complement any prior agreements between You and QUASAR DEV DMCC in relation to the website qsrdev.net.

11.2. You acknowledge that the failure of QUASAR DEV DMCC to exercise or enforce or delay of QUASAR DEV DMCC in exercising or enforcing any legal rights or remedies provided hereunder (or by any applicable law) shall not constitute a waiver of such rights or remedies on part of QUASAR DEV DMCC and that such rights and remedies will continue to be available to QUASAR DEV DMCC.



11.3. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, then that provision will be removed from these Terms of Use without affecting the rest of these Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

11.4. QUASAR DEV DMCC is not a registered investment advisor, broker/dealer, financial analyst, financial bank, securities broker or financial planner. QUASAR DEV DMCC is a technology provider. Users of the service may use the information to formulate their own decisions. All information on the qsrdev.net is provided for information purposes only. The information is not intended to be and does not constitute financial advice or any other advice, is general in nature and not specific to you. Before using the company's information to make an investment decision, you should seek the advice of a qualified and registered securities professional and undertake your own due diligence. None of the information on our site is intended as investment advice, as an offer or solicitation of an offer to buy or sell, or as a recommendation, endorsement, or sponsorship of any security, company, or fund. The company is not responsible for any investment decision made by you. You are responsible for your own investment research and investment decisions.

#### 12. Contact us

If you have any questions about this Terms and Conditions, please contact us. Your request must include your name and other information needed for the identification, as well as for the full and complete processing of your request.