

## USER AGREEMENT

The last version: August 2023

These website terms of use (“User Agreement”) apply to you personally and your use of the Dexnet platform at <https://dexnet.one> (“Platform” or “Website”), which is a virtual platform created and maintained by Dexnet Information Technology CO, a company incorporated and existing under the law of UAE, and having its registered office in 1008 Conrad Business Tower, Sheikh Zayed Road - Dubai, UAE (the “Right Holder”, “We”, “Dexnet”, “Administration’s”, “Website Administration’s”).

**Please read the User Agreement carefully so that you are aware of your rights and obligations. You can save or print these Website Terms for your future reference.**

THESE USER AGREEMENT TERMS APPLY TO ALL OFFERS, CONTRACTS, AND DELIVERIES BY DEXNET ON THE PLATFORM AND ARE BINDING AND ENFORCEABLE AGAINST EVERY PERSON THAT ACCESSES OR USES THE PLATFORM (“USER”, “YOU” OR “YOUR”). BY USING THE PLATFORM, YOU CONFIRM THAT YOU ACCEPT THESE USER AGREEMENT TERMS AND THAT YOU AGREE TO COMPLY WITH THEM.

IF YOU DO NOT AGREE TO THESE USER AGREEMENT TERMS, YOU MUST NOT USE OUR PLATFORM. YOUR CONTINUED USE OF THE PLATFORM SHALL BE DEEMED AS YOUR ACCEPTANCE AND UNDERSTANDING OF THE USER AGREEMENT TERMS AND ALL OTHER POLICIES ASSOCIATED WITH THE PLATFORM.

### 1. AGREEMENT SUBJECT, APPLICABLE LAW AND BASIC CONCEPTS

1.1. This Agreement is addressed to any capable individual and/or legal entity and is part of the Right holder’s public offer. Additional terms and conditions, that may also apply, are available on our website, "<https://dexnet.one>": On how this Platform uses your personal data, please refer to our “Privacy Policy”, If you choose to make purchase on our Platform, please refer to the terms and conditions of sale on “Public Offer To Conclude Partnership Agreement”, on how we use cookies and other similar technology, please refer to our “Cookie Policy”. By using the Platform, through registration of a User Account on the Website (as a Website User), you warrant:

- You warrant that you are eighteen (18) years of age or older and of full legal capacity. If you are under the age of eighteen (18) or if you are not legally permitted to enter into a binding agreement, then you may use the Platform only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these User Agreement and to be liable and responsible for you and all your obligations under these website terms.
- You warrant that you do not possess an existing User Account. -  
You warrant that you are not a resident of the United States.

1.2. The copyright owner, possessing exclusive ownership and other rights to a complex compound entity, defined as the "<https://dexnet.one>" website with the IP address: <https://dexnet.one> (hereinafter referred to as the Internet Website and/or Website) grants

Users permission to utilize the Website, which constitutes an Internet resource and a complex information and computer program system available on the Internet (hereinafter referred to as the platform).

We reserve the right to change, modify, add or remove portions of these Website Terms at any time. It is your responsibility to check these Website Terms periodically for changes. Your continued use of the Platform following the posting of changes will mean that you accept and agree to the changes. SHOULD YOU OBJECT TO ANY CHANGES TO THE WEBSITE TERMS, YOU MUST IMMEDIATELY STOP USING THE PLATFORM and/or promptly request the Website Administration to delete their Account.

1.3. The Parties, through mutual agreement, have established that their legal relations arising from the current Agreement will be guided by the following main categories and their respective interpretations:

- "Internet Website" refers to a complex of computer programs and other information contained within an information system accessible via the information and telecommunications network known as the "Internet." This complex is typically located on domain names and/or network addresses that enable the identification of websites on the Internet.
- "Internet website page" (hereinafter referred to as the web page) – website part on the Internet accessible by the index which consists of the domain name and the symbols defined by the Internet Website owner;
- "Domain name" - a symbol designation, intended for Internet websites addressing in order to provide access to the information posted on the Internet;
- "Network address" - the identifier in the data transmission network, which determines the subscriber terminal or other communication methods included in the information system while rendering telematic communication services;
- "Internet website design," - electronic compositions, and other textual and graphic materials distributed on the Internet website, on which The Right holder holds exclusive rights to the design, HTML code, website code on the Internet, the website management system on the Internet, including access to it (the server), the administrative panel, the website domain name, and hosting use on the Internet.
- "The legal Website owner status on the Internet" - the legal and regulatory position or standing of an individual or entity that operates or owns a website on the World Wide Web. It encompasses various aspects related to the rights, responsibilities, and obligations of the website owner within the framework of applicable laws and regulations governing online activities.
- "Access to the information" – the information obtaining and its use opportunity, - "Information confidentiality" - mandatory requirement which should be complied by the person who has received access to certain information not to disclose such information to third parties without its owner's consent,
- "Information provision" - activities directed towards either obtaining information from a specific group of people or transmitting information to a particular group of individuals.
- "Information dissemination" - actions aimed at obtaining information by an undefined people group or its transfer to an undefined persons group,
- "The information owner" - a person who independently created the information or obtained the right to authorize or restrict access to the information determined by any signs on the law or contract basis;

- "Personal data processing operator's legal status" - the legal position and responsibilities of an entity or individual that processes personal data in accordance with data protection and privacy laws. It outlines the rights and obligations of the entity or individual with regard to the collection, storage, use, and protection of personal data belonging to individuals.
- "Personal data" - any information relating to directly or indirectly defined or determined individual (personal data subject), such as names, addresses, phone numbers, email addresses, financial information, or biometric data.
- "Personal data processing" - any action (operation) or actions (operations) complex performed while or without using automation tools with personal data, including collection, recording, systematization, accumulation, storage, updating (modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, removing, destruction.
- "Automated personal data processing" - personal data processing by computer facilities -
- "Personal data distribution" - actions aimed at personal data disclosure to an undefined persons group,
- "Personal data provision" - actions aimed at personal data disclosure to an undefined persons group,
- "Personal data blocking" - temporary personal data processing termination (except for cases when processing is necessary for personal data specification),
- "Personal data destruction" - actions which make it impossible to restore the personal data contents in the personal data information system and (or) as a result of which the personal data material carriers are destroyed,
- "Personal data depersonalization" - actions which result is additional information using impossibility to determine the personal data ownership to a specific personal data subject;
- "Databases" - independent materials (articles, calculations, normative acts, judgments and other similar materials) complex, presented in an objective manner, systematized such a way to find and process these materials with the electronic computer's help, including their distribution on the Internet website or formed during the website creation, operation on the

#### Internet;

- "Personal data information system" - personal data complex contained in databases provided in an objective manner and information technologies and technical means, ensuring its processing, including those generated during the website creation and/or operation on the

#### Internet

- "Platform" - software and hardware complex intended for interactive website participants (users) interaction for the purposes defined by the current Offer. The platform consists of the client and server parts, as well as information and reference part, which access to the client and information- reference part is provided by the website;
- "Account" – the website section containing the User and his activity data on the Platform. Access to the account is carried out by unique identification data - a login corresponding to the User's email address and password - originally generated by the Right holder and available for further modification by the User;
- "Visitor" - a user who accesses the Website through the Internet;
- "User's account" (profile) - the User's account created at the website registration moment, allowing to identify (authorize) each User by access requisites (login and password); - "

Content” - information posted on the Website, including: advertising, texts, comments, announcements, photos and/or video materials, design elements, illustrations, scripts, computer programs; third party - any individual or entity who is not the current Agreement party.

1.4. The Right Holder is not an agent or representative of any User groups and is not responsible for the accuracy of information distributed or published by them. The Right Holder is also not responsible for any harm caused by the author or distributor of such information.

1.4.1. A User distributing information in any form, including text, graphic images, photos, or videos, guarantees that they are the rightful owner of the information. If not, the User agrees to follow quoting rules by indicating the information source. The distribution of such information must not violate the personal or property rights of third parties, and all statements made are non-controversial.

1.4.2. One person can create only one User account during sign-up. Creating multiple accounts by one person, creating accounts for nonexistent persons, or using other persons' data to register an account without their consent is prohibited. The Website administration has the right to block or remove all accounts registered by the guilty User without prior notice or warnings if the User violates any requirement established by the current Agreement.

1.5. The Website Administration has the right to change the order and terms of Website services provision, including altering their composition, either expanding or restricting it, and can also terminate services provision, either in part or in full, without the need for providing reasons for such termination.

1.5.1. The following actions are strictly prohibited while using the Website services:

- words, expressions, images, audio and video materials use which are contrary to the humanity, morals, business ethics norms, including abusive words or expressions, insults use in relation to the Users, Website Administration, third parties, the life, human or animal health threats spread, use of words, text, images, audio and video materials of discriminatory, degrading, abusive, obscene or pornographic nature aimed at human dignity humiliation, hatred or enmity incitement, causing moral suffering, moral harm, damage to business reputation and

Website Administration' or third parties' trademarks and brands reputation;

- request or attempt to request/get personal information from other service users.

1.6. The current Agreement is subject to the current international legislation in the electronic commerce and trade field and to Declaration on Global Electronic Commerce (Geneva, 1998), Higher Eurasian Economic Council decision of December 26, 2016 No. 24 "On Approval of the Services trade regulation rules, Institutions and Activities", as well as the updated Federal Decree-Law No. 45 of 2021 regarding the Protection of Personal Data (PDPL) and the updated Regulation of The New Federal Law No. 15 of 2020 Regarding Consumer Protection and also allowing applying to certain individual Agreement terms, special international law norms.

1.6.1. The parties agreed to consider the UAE laws in force at the Agreement signing up time, the applicable law to legal relations arising, terminating and changing in accordance with the current Agreement. In addition, the international legislation terms in the electronic commerce and trade regulation field may apply.

1.6.2. The Website Administration has the authority to adjust the application procedure and terms of specific legal regulations in accordance with the current Agreement. This adaptation is done to align with the distinct national legislation requirements of individual countries.

## 2. PARTIES' RIGHTS, DUTIES AND GUARANTEES

### 2.1 Service Quality Obligation

The Right Holder is committed to providing a high-quality service as outlined in both the current Agreement and the Public Offer to Conclude a Partnership Agreement. 2.2 Rights and Actions of the Right Holder The Right Holder holds the following rights:

- To incorporate promotional materials into the service delivery process, adhering to the terms of the existing Agreement.
- To perform actions related to personal data, including processing, automated processing, distribution, provision, blocking, destruction, and depersonalization, during the service provision, in compliance with the terms specified in the current Agreement and relevant legislation.
- We retain the authority to alter the composition, interface, access procedures, and core functionalities of the Platform without prior notification or user consent. Any modifications will be communicated to users through postings on the Website and/or within their Account. Users reserve the right to continue using the Platform while considering the introduced changes or additions, as specified in this Offer, unless explicitly stated otherwise by the Right Holder.
- To implement charges for specific website features or services on the website, which are paid and require prior notification to users along with their consent.
- To employ technologies like cookies, pixel tags, web beacons, transparent GIF files, JavaScript, local data storage, and similar means. These technologies may collect personal identification information or information that, when combined with other data, could identify individuals. All data collection complies with legal requirements for user data confidentiality. These technologies serve various purposes, including user identification, visitor counting, and page visit monitoring on the website. This ensures maximum user convenience by offering personalized information, remembering marketing and product preferences, aiding users in accessing secure website areas, or using a virtual shopping cart. Additionally, user actions on the website are analyzed to enhance and optimize its performance. This analysis streamlines information search for website visitors.
- To deliver advertisements, messages, and content, including sending notifications and advertisements via email over the Internet. This may involve utilizing both the Website's services and databases, as well as external services, websites, and online resources, all while ensuring the minimum necessary provision of personal user data.
- To utilize attendance counters and analytics tools like "LiveInternet," "Yandex.Metrika," "Google Analytics," etc., in the service provision process, in accordance with the current Agreement.

### 2.3 Termination of Access

We may, at our sole discretion and without prior notice, terminate your access to the Platform and/or block your future access if we determine that you have violated these website terms or other agreements or guidelines associated with your use of the Platform.

### 2.4 Intellectual Property Ownership

Dexnet is the rightful owner or licensee of all intellectual property rights on this Platform and the material published on it. These works are protected by copyright laws and international treaties.

All such rights are reserved.

### 2.5 No Representation in Financial Matters

The Right Holder is not a representative of Users and, therefore, is not liable for any financial obligations that may arise between them.

## 2.6 Restrictions on Use of Distinctive Signs

The current Agreement does not grant Users the right to use the company name, trademarks, domain names, or other distinctive signs of the Website.

## 2.7 User Content Rights and Guarantees

When placing any materials on the Website, including text, images (including those of individuals), drawings, photographs, audio, video materials, audiovisual works, and other copyrighted objects, the User affirms that they exclusively hold the rights to these materials. Furthermore, the User asserts that these materials do not infringe upon the rights of third parties, including rights related to individuals' images or intellectual property.

## 2.8 Use of Third-Party Materials

If the rights to any materials containing intellectual property belong to third parties, the User may post such materials on the Website provided they have obtained consent from the valid right holder and indicate the beneficial owner's name or title during posting and public dissemination through the Website.

### 2.8.1 User Consent for Depicting Third Parties

When posting images of third parties on the Website, including photos, video recordings, drawings, or other works depicting such individuals, the User must obtain consent from the depicted third parties for the placement and further use of these materials on the Website. Posting materials without the required consent or when the rightful owner is unknown is not permitted to avoid potential violations of third-party rights, including image and intellectual property rights.

### 2.8.2 User Grant of Usage Rights

The User agrees to grant the Website Administration the right to use these materials without charge for a period of 50 years, including for commercial purposes. This usage may involve displaying the materials on the Website and other Internet resources owned by the Website Administration, reproducing materials in various forms (such as video recordings and electronic media), distributing copies of materials, publicly displaying or performing the materials, broadcasting, translating, or otherwise processing the materials and the works they contain. Users who do not wish to grant the Website Administration permission to use their materials under these conditions and methods should refrain from posting such protected materials on the Website and should only upload materials for which they hold exclusive rights.

## 2.9 Presumption of Good Faith

The Website Administration operates on the presumption of good faith from the User, assuming that the User complies with third-party rights and strictly adheres to all the terms of the Agreement. This approach considers the nature of copyright objects, which may not require formal registration or other specific formalities, especially in the context of the Internet. In case of intellectual property rights violations by third parties due to materials posted by the User on the Website, the User is held responsible for such violations. If the Website Administration identifies a violation of intellectual property rights, it reserves the right to block or remove materials from the Website that may infringe upon the rights of third parties without prior notice to the User. If the User's posting of materials on the Website results in a violation of their rights or constitutes a material violation of the Agreement, the Website Administration may suspend, block, or delete the User's account.

## 2.10 Quality of Platform Provision

The User acknowledges that the quality of Platform provision may vary, and the Right Holder is not obligated to provide corrections, additions, or new Platform versions. Like any software, the Platform may contain errors or failures. The Right Holder is not responsible for any errors, failures, or disruptions in the Platform's operation, nor for any potential losses incurred by the User due to such issues.

#### 2.10.1 Third-Party Websites and Resources

The Website may contain links to third-party websites and other online resources for User convenience. The Website Administration neither endorses nor assesses third-party websites or their content, nor does it verify the accuracy or relevance of such information. Users are solely responsible for their use of third-party websites.

#### 2.10.2 Limitations of Liability

The Website Administration is not liable for technical failures, temporary lack of access to the Website, or materials posted on it due to scheduled or unscheduled maintenance, technical issues with Internet providers, computer networks, servers, software, as well as actions by unauthorized third parties, Users, or force majeure circumstances.

#### 2.10.3 Responsibilities of Users Offering Goods or Services

Users offering their services, materials, or goods on the Website, including paid services, are responsible for the quality and safety of their offerings, in compliance with consumer rights protection laws. They are also responsible for the accuracy of the information provided about these goods and services, both in public and in accordance with advertising legislation.

#### 2.10.4 Prohibition of Uncoordinated Promotional Materials

The Website prohibits the placement and distribution of promotional materials promoting goods, services, or means of individualization of third parties without coordination with the Website Administration.

#### 2.10.5 Right Holder Not an Agent

The Right Holder is not an agent or representative of Users offering services, materials, or goods on the Website, including paid services.

#### 2.11 User's Primary Obligations

The User agrees to the following primary obligations:

- Provide accurate, up-to-date, and complete information about themselves as required by the Website Administration.
- Maintain records and promptly update all data to ensure accuracy and completeness of information.
- Grant the Website Administration an irrevocable, perpetual, global, royalty-free, sublicensed (multiple levels) license to reproduce and use all information provided by the User based on the terms and purposes defined in the current Agreement, including the implementation of copyrights, information dissemination, and database rights.
- Refrain from using Website services in a manner that: a) Provides false information or engages in fraudulent activities, sale of counterfeit or stolen items, or sale of items whose sale is prohibited by law, or otherwise facilitates illegal activities. b) Violates copyrights, patent rights, trademarks, trade secrets, or other intellectual property rights, as well as rights to public use and privacy protection, or encourages such infringements. c) Includes malicious software or other destructive elements that may damage, interfere with, intercept, or forcibly dispose of any software, hardware, data, or personal information. d) Is used for unlawful activities, including but not limited to money laundering, drug trafficking, human trafficking, arms trafficking, terrorism, fraud, or tax evasion. e) To send unsolicited or unauthorized advertising, promotional material, or any other form of similar solicitation; or to send, knowingly receive, upload, download, use, or re-use any illegal material.
- You are prohibited from unauthorized access, meddling with, causing harm to, or causing disruption to any of the following: Any component of our Platform, Any equipment or network where our Platform is hosted, Any software employed in providing our Platform, Any equipment, network, or software owned or utilized by a third party.

- The User agrees to indemnify the Website Administration, its employees, agents, and representatives for all losses, claims, and liabilities, including legal costs, arising from the User's placement, provision, or disposal of materials, as well as their use of Website services or any violation of this Agreement. The User also releases the Website Administration, its employees, agents, and representatives from any liability to third parties for actions specified in this paragraph and committed by the User.

## 2.12 User Responsibility for Content

The User is responsible for the accuracy and completeness of any information they post on the Website, which may be verified for validity. The Website Administration is not responsible for the accuracy, reliability, or completeness of information posted by Users.

### 2.12.1 Moderation and Monitoring

The Administration has the right to monitor the User's compliance with the Agreement's rules, including the moderation of materials posted by the User. By accepting the Agreement, the User agrees that all sections and services on the Website, including message placement services and messages between Users, are not private or confidential and are subject to monitoring and moderation by the Website Administration. When using the Website's services to post information, the User acknowledges that their content can be checked at any time by the Website Administration for compliance with the Agreement. In case of violations, the Administration may take actions specified in the Agreement against the User. The User understands and fully accepts that information monitoring and moderation by the Website Administration, including messages to other Users, does not constitute interference in private correspondence or the User's private life.

### 2.12.2 Actions in Response to Violations

If the Website Administration detects that a User violates current legislation, third-party rights, or the Website's established rules as per the current Agreement, or in response to a complaint from another User or third party regarding such violations, the Website Administration may take the following actions without prior notification:

- Prohibit the User from posting materials on the Website.
- Block or remove materials that violate third-party rights, the Website's rules, or the current Agreement.
- Block or remove the User's account.
- The Website Administration also reserves the right to deny re-registration to Users whose accounts were previously blocked or removed due to violations of the law, third-party rights, or the Website's rules as outlined in the current User Agreement (in its respective edition as of the violation date).

### 2.12.3 User Account Security

The User is solely responsible for the security and confidentiality of their chosen access tools to their account. This includes ensuring the resilience to selection and safeguarding the confidentiality of these tools. The User is also responsible for all actions taken within or through the Website services under their account, including cases where the User voluntarily shares access to their account with third parties under any terms or agreements. In such cases, all actions within the Website services under the User's account, as well as any violations of the Agreement, are the User's responsibility, including the consequences of these actions. Furthermore, the User releases the Website Administration, its employees, agents, and representatives from any liability to third parties for actions specified in this paragraph that are committed by the User.

### 2.12.4 Content Guidelines

You agree not to share content or make contributions on this Platform that could be deemed inappropriate. Specifically, your contributions must not include: (a) Offensive language; (b)



Pornographic material; (c) Violent expressions; (d) Harassment, intimidation, or bullying directed at individuals or groups; (e) Content designed to exploit others; (f) Promotion or endorsement of violence, racism, or discrimination; (g) Material that violates applicable laws or the rights of others; or (h) Advertising of other products is prohibited. You guarantee that your contributions comply with the above paragraph, and you are responsible for any breach of this warranty. This means you will be held accountable for any losses or damages incurred by us due to your violation of the aforementioned warranty.

#### 2.13 Third-Party Websites and Resources

In cases where our Platform includes links to other websites and resources offered by third parties, please note that these links are provided solely for your reference. They should not be misconstrued as an endorsement from us for the linked websites or any information you might gather from them, as we do not have control over their content. We strongly advise you to diligently review the privacy policy and terms of use of these third-party websites.

### 3. FORCE MAJEURE CIRCUMSTANCES AND LIABILITY

3.1. The parties shall not be held liable for a partial or complete failure to fulfill their obligations under this Agreement if such failure is a direct result of force majeure circumstances that occurred after the Agreement was executed. These force majeure events are extraordinary occurrences beyond the control of the Parties and may include, but are not limited to, earthquakes, floods, typhoons, hurricanes, military actions, mass strikes, epidemics, civil unrest, and restrictive actions by governmental authorities that render it impossible for the Parties to meet their obligations under this Agreement.

3.2. If any of the aforementioned circumstances directly impede the Parties' ability to fulfill their obligations within the agreed-upon timeframe, the deadline for fulfilling these obligations shall be extended to account for the duration of the relevant force majeure event.

3.3. Should the non-fulfillment of obligations arising from this Agreement persist for more than one month, and if it becomes impossible to provide an obligatory statement indicating the cessation of the circumstances hindering implementation, either Party reserves the right to unilaterally terminate this Agreement by notifying the other Party in writing. Such termination shall occur without any claims or demands between the Parties.

3.4. In the event of force majeure circumstances, the Party unable to meet its obligations under this Agreement must promptly notify the other party of the onset and cessation of these force majeure circumstances within a period of five (5) working days.

3.5. A Party that neglects to notify the other Party regarding the occurrence of force majeure circumstances and fails to provide appropriate documentation confirming this fact (if such documentation is feasible by nature or required by prevailing legislation) forfeits the right to later invoke these circumstances.

### 4. DISCLAIMER OF WARRANTY:

THE SITE AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," FOR YOUR INFORMATION AND PERSONAL NON-COMMERCIAL USE ONLY AND MAY NOT BE USED, COPIED, REPRODUCED, DISTRIBUTED, TRANSMITTED, BROADCAST, DISPLAYED, SOLD, LICENSED, OR OTHERWISE EXPLOITED FOR ANY OTHER PURPOSES WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF **DEXNET INFORMATION TECHNOLOGY CO** ALL USE OF THE SITE IS AT YOUR OWN RISK. **DEXNET INFORMATION TECHNOLOGY CO** DISCLAIMS ALL REPRESENTATIONS

AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. THIS DISCLAIMER WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION HEREIN, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR ANY PART OF THE CONTENT CONTAINED WITHIN OR PRESENTED BY THE SITE.

**DEXNET INFORMATION TECHNOLOGY CO** ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO VIRUSES, WORMS OR OTHER MALWARE THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE (INCLUDING ANY BLOGS TO THE EXTENT THEY EXIST) OR YOUR DOWNLOADING OF ANY MATERIALS OR THE CONTENT FROM THE SITE. **DEXNET INFORMATION TECHNOLOGY CO** LIABILITY WITH RESPECT TO THE SITE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### 5. LIMITATION OF LIABILITY

DEXNET CANNOT GUARANTEE THE CONTINUOUS AVAILABILITY OR UNINTERRUPTED OPERATION OF THIS PLATFORM OR ITS CONTENT. WE RESERVE THE RIGHT TO SUSPEND, WITHDRAW, OR LIMIT ACCESS TO ALL OR PARTS OF THIS PLATFORM FOR BUSINESS AND OPERATIONAL REASONS WITHOUT PRIOR NOTICE. PLEASE NOTE THAT THE SERVICES OFFERED ON THIS PLATFORM MAY VARY BY REGION AND COUNTRY. WE DO NOT WARRANT OR REPRESENT THAT A SPECIFIC SERVICE, FEATURE, OR FUNCTION, OR THE SAME EXTENT OF SERVICE, FEATURES, AND FUNCTIONS, WILL BE AVAILABLE TO YOU.

DEXNET MAY, AT OUR DISCRETION, RESTRICT OR GRANT DIFFERENT LEVELS OF ACCESS AND USE OF SERVICES TO DIFFERENT USERS. THE CONTENT PROVIDED ON OUR PLATFORM IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. DEXNET MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE CONTENT ON THIS PLATFORM. DEXNET HEREBY DISCLAIMS ALL LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING FROM OR RELATED TO YOUR USE OF THIS PLATFORM AND RELIANCE ON ANY DISPLAYED CONTENT.

DEXNET ALSO DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTIONS, OMISSIONS, AND CONDUCT OF THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM. UNDER NO CIRCUMSTANCES WILL DEXNET BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, ANTICIPATED SAVINGS, AND GOODWILL, EVEN IF DEXNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM OR ANY CONTENT IS TO CEASE USING THE PLATFORM OR SUCH CONTENT.

UNDER NO CIRCUMSTANCES SHALL **DEXNET INFORMATION TECHNOLOGY CO** OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, MEMBERS, PRINCIPALS, AGENTS, INVESTORS OR EMPLOYEES BE LIABLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, COSTS AND EXPENSES OF ANY TYPE INCURRED, LOST PROFITS, LOST DATA OR PROGRAMS, AND BUSINESS INTERRUPTION), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SITE, ANY WEBSITES LINKED TO THE SITE, OR ANY MATERIALS CONTAINED AT ANY OR ALL SUCH WEBSITES (INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY OR RESULTING FROM A FAILURE OF PERFORMANCE; ERROR; OMISSION; LINKING TO OTHER WEBSITES; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; COMMUNICATION LINE FAILURE; OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY COMPUTER OR SYSTEM), ANY DELAY OR TECHNICAL PROBLEMS IN USING THE SITE, OR ANY INFORMATION AND THE CONTENT OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE; IN ANY CASE WHETHER BASED ON THEORIES ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUCH LIMITATIONS APPLY EVEN IF **DEXNET INFORMATION TECHNOLOGY CO** OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, MEMBERS, PRINCIPALS, AGENTS, INVESTORS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

#### 6. INDEMNIFICATION

As a condition to your use of the Site, you agree to indemnify, defend and hold harmless **Dexnet Information Technology CO** and its respective officers, directors, affiliates, partners, members, principals, agents, investors, employees, and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to: (i) your use of the Site; (ii) your breach of these Terms of Use or any representation, warranty or covenant made by you in these Terms of Use; (iii) your violation of any applicable law, statute, ordinance, regulation or of any third party's rights; or (iv) claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in these Terms of Use.

#### 7. NO OFFER OF SECURITIES OR ADVICE

No information found on the Site constitutes an offering of advisory services or any securities. If, in accordance with the terms of a private offering memorandum or as otherwise permitted by law, an offering of securities is made, such offering may be limited to accredited investors, knowledgeable employees, and, in some cases, qualified purchasers as defined by applicable law. Any offer or solicitation related to securities that may be issued by any investment vehicle managed by Dexnet Information Technology Co will be made exclusively through definitive offering memoranda and in compliance with the relevant securities laws of applicable jurisdictions. Nothing on the Site is intended to be, and you should not construe anything on the Site as, investment, accounting, tax, or legal advice. It is advisable to consult with your financial, legal, or tax advisors, as applicable, regarding information obtained from the Site.

## 8. TRANSITIONAL PROVISIONS.

- 8.1. Parties are responsible for non-compliance with the current Agreement terms in accordance with the law.
- 8.2. All disputes and claims arising between the parties in accordance with the current Agreement are settled through compromise and negotiations. The dispute may be referred to the court if it is impossible to reach the agreement within thirty days from the day when one party notified the other of the dispute. The parties agree that such a court is a court located at the Copyright Holder location, UAE.
- 8.3. The Parties send all notifications, demands or other written appeals to each other at the addresses Parties specified in the current Agreement. The above notices, demands or other written appeals shall be deemed delivered if they: are sent by the post office in the registered letter form with the delivery notice - on the date specified in the delivery notice, are delivered by courier, shall be handed over after getting the personal Party's or its authorized representative's signature, sent by e-mail - Website Administration's e-mail: corp@dexnet.one

Please contact us at our official address for correspondence:

**Dexnet Information Technology CO**, registration number 993835, registered at 1008 Conrad Business Tower, Sheikh Zayed Road - Dubai, UAE.

E-mail: corp@dexnet.one

Website: <https://dexnet.one>

- 8.3.1. The user or a person who is not registered on the Website and believes his rights and interests are violated due to improper Users' or Website Administration's actions, is obliged to send a claim to the Website Administration. The response consideration and sending are carried out by the Website Administration within 30 days from the claim receipt date.
- 8.3.2. The Parties are entitled to terminate the current Agreement by mutual agreement.
- 8.3.3. If any of the current Agreement terms is found out to be invalid, this does not entail the whole Agreement invalidation.

## 9. MISCELLANEOUS

These Terms of Use for the website will be solely subject to the laws of the United Arab Emirates. This excludes the regulations concerning international sales of goods (CISG) and rules related to conflict or choice of law. Nevertheless, these Terms of Use will not diminish any legal protections guaranteed to you by mandatory provisions based on the laws of your habitual residence that cannot be waived by agreement. Disputes related to these Terms of Use will be under the exclusive jurisdiction of the courts in Dubai.