

# Qamon.io

## Terms of use (User Agreement)

### General provisions

This User Agreement for Qamon Secure mail (hereinafter referred to as the "Agreement") regulates your use of the qamon.io (hereinafter collectively referred to as "Qamon") developed, operated and owned by PT. DEXPA INDONESIA DEVELOPMENT (hereinafter the Owner of Qamon), registered under the legislation of the Republic of Indonesia at the address JL. JEND. SUDIRMAN KAV.1, 12TH FLOOR WISMA 46 KOTA BNI, JAKARTA, DKI JAKARTA, 10220, INDONESIA, as well as services offered by the Owner of Qamon (hereinafter referred to as the "Service" or "Services"). Applications are available on the website <https://qamon.io>

### Using qamon.io

As a user of the Services, you have a limited, personal, non-commercial, non-exclusive, non-transferable license. Potentially, the license to use qamon.io may be revoked in the future.

We do not offer qamon.io to users in countries where its use or any transactions that may be carried out using it violate applicable law. However, qamon.io users, in turn, are also required to comply with some basic rules, including, among other things, the obligation never to use qamon.io for illegal purposes. If you are a resident of a country in which transactions that are made using qamon.io are prohibited, we ask you to immediately stop using qamon.io. The Owner of qamon.io is not responsible in case of a violation of this condition by you. You also agree to comply with all applicable laws and regulations when using qamon.io. This includes any local, provincial, regional/state, federal, national or international laws that may apply to you.

### Not Registered with the SEC or Any Other Agency

We are not registered with any state securities market or financial body or authority as a securities exchange or in any other capacity including financial advising, cleaning, settlement or brokerage. You understand and acknowledge that we do not broker trading orders on your behalf nor do we collect or earn fees from your swaps

on the Protocol. We also do not facilitate the execution or settlement of your swaps, which occur entirely on the Everscale blockchain. We do not consult or advise on any purchasing, trading or exchange operations with tokens using Everscale blockchain or any other blockchain of any kind, nor do we give any advice about tokens, their price, value, credibility or validity. We cannot guarantee that any operation made by a User using qamon.io shall be profitable or any token will not lose its value due to any circumstances.

## **No Investment Advice**

All information provided by the Interface is for informational purposes only and should not be construed as investment advice. You agree and understand that all swaps you submit through the Interface are considered unsolicited, which means that you have not received any investment advice from us in connection with any swaps

## **User identification information**

qamon.io does not identify you, your device, your phone number, or any information associated with you.

If you use third party services, you are responsible for reviewing their terms of use before accepting them. qamon.io assumes no responsibility for your use of any third party services.

You hereby acknowledge and agree that you will not hold qamon.io liable for any risks or losses associated with your use of any third party services.

## **Taxes**

You agree that you are solely responsible for determining what taxes may be applicable to your tokens, and properly reporting and remitting them in accordance with your local, state, federal and/or international tax laws and relevant tax authorities. You agree that qamon.io is not a qualified or licensed tax or accounting representative and is not responsible for determining, collecting, reporting, withholding, remitting or otherwise accepting any liability for any tax or tax information that may arise from your participation in and use of the Everscale Blockchain.

## Intellectual property

All copyrights and other intellectual property rights in qamon.io, including materials and information published in qamon.io, including but not limited to design, graphics, images, the software and other related materials are owned solely by PT. DEXPA INDONESIA DEVELOPMENT, a company incorporated under the laws of Republic of Indonesia, whose registered office is at: JL. JEND. SUDIRMAN KAV.1, 12TH FLOOR WISMA 46 KOTA BNI, JAKARTA, DKI JAKARTA, 10220, INDONESIA

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## Third Party Services and Content

In no event shall any description of, or reference to, a third party product or service (including, but not limited to, providing a description of, or linking to via a hyperlink) be construed as an endorsement or promotion of such third party product or service by the Owner of the qamon.io Software. qamon.io reserves the exclusive right to add or change any third-party service, as well as cancel access to it.

## Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of qamon.io:

**Intellectual Property Infringement.** Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.

**Cyberattack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

**Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.

**Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the Republic of Indonesia, or another relevant jurisdiction of place of residence of a specific User, including (but not limited to) the restrictions and regulatory requirements imposed by applicable Indonesian law.

## **No trackers, no cookies, no tracking, no personal data**

qamon.io does not track you or your use of the service. We fully comply with all globally recognized policies without the need to be alerted to their legal protocols because we do not collect any of your data. We do not track your IP address. We do not use any analytical software. We don't even have a simple tracking mechanism. No cookies. No processing of personal data.

## **RESPONSIBILITY**

The Owner of qamon.io Software does not warrant that the qamon.io Software is free from bugs and/or computer viruses or extraneous code fragments. The Owner of qamon.io grants you the opportunity to use the qamon.io software "as is," without any warranties from the Owner of qamon.io.

The Owner of qamon.io makes every possible effort to ensure the normal operation of qamon.io, however, is not responsible for the non-fulfillment or improper fulfillment of obligations under this Agreement, as well as any possible losses arising as a result of (but not limited to):

- illegal actions of other users aimed at violating the information security or normal functioning of the qamon.io and the Everscale blockchain;
- failures in the operation of qamon.io and the Everscale Blockchain caused by bugs in the code, computer viruses and other foreign code fragments in the qamon.io software or the Everscale Blockchain;
- the absence (impossibility of establishing, terminating, etc.) of Internet connections between the user's server and the qamon.io server or any Everscale blockchain server;
- carrying out by state, municipal, judicial, law enforcement and other bodies of criminal or civil procedures and/or pre-trial investigations ;
- adoption of any state law, rule or regulation (or regulation by other organizations) limiting economic activities of commercial organizations on the Internet and / or adoption by authorized state bodies or entities of one-time restrictions that make it difficult or impossible to fulfill the Agreement;

- other cases related to actions (inactions) of users and / or other entities aimed at worsening the general situation with the use of Internet and / or computer equipment that existed at the time of the conclusion of the Agreement, as well as any other actions aimed at causing harm or difficulty of operation or adding\creating errors in the operation of the qamon.io and the Everscale blockchain;
- preventive or repair works performed by the Owner of qamon.io or Everscale Blockchain and specified in this Agreement.

The Owner of qamon.io has the right to carry out preventive and / or repair work on the qamon.io hardware and software complex with a temporary suspension of the qamon.io's operations, if possible, at night and to minimize the downtime of the qamon.io, notifying the user about this, if technically it is possible.

In the event of force majeure, as well as accidents or failures in the software and hardware systems of third parties cooperating with the Software Owner, or actions (inactions) of third parties aimed at suspending or terminating the operation of qamon.io or the Everscale blockchain, use of qamon.io may be suspended without prior notice to the user.

## **PERSONAL DATA**

The owner of the qamon.io software does not collect, store or process any user data. All data is stored either on the Everscale Blockchain, or on the user's own, or on third-party resources. However, if, in accordance with applicable personal data laws, by using qamon.io under this Agreement, you transfer any personal data to the Owner of the qamon.io software, you do this at your own risk. In this case, you also hereby confirm your consent to the processing of your personal data by the Owner of the qamon.io software, including the collection, systematization, accumulation, storage, clarification (updating, changing), use, depersonalization, blocking, destruction of personal data, including the collection and storage of biometric personal data, their verification and transfer of information in accordance with the degree of their compliance with the provided biometric personal data of the user, in order to fulfill this Agreement and its obligations established by applicable law by the Owner of the qamon.io Software.