## Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the FROGTECH SOLUTIONS DMCC, registered number DMCC188733, registered address: DMCC Business Centre Level No 1, Jewellery & Gemplex 3, Unit No: 4107, Dubai, United Arab Amirates (hereinafter referred to as "the Company/we/us/our"), web site located at https://frogtech.ae/.

BY USING THE SITE, YOU FULLY AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THE SITE.

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

#### 1. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to the Company, and is protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without the Company's express prior written consent.

# 2. Your Use of the Site

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. The Company reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site by any illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Company on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

By using this Site, you are agreeing to be bound by the following terms and conditions.

### 3. Disclaimers

The information on this Site is intended to furnish users with general information on matters that they may find to be of interest. While every effort has been made to offer current and accurate information, errors can occur.

THE COMPANY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THIS SITE.

ALL CONTENT ON THE SITE AND ALL SERVICES PROVIDED THROUGH IT ARE PROVIDED "AS IS", WITH NO GUARANTEES OF COMPLETENESS, ACCURACY OR TIMELINESS, AND WITHOUT REPRESENTATIONS, WARRANTIES OR OTHER CONTRACTUAL TERMS OF ANY KIND, EXPRESS OR IMPLIED. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE VARIOUS SERVICES PROVIDED THROUGH THIS SITE, AND / OR ANY INFORMATION, SOFTWARE OR OTHER MATERIAL DOWNLOADED FROM THIS SITE, WILL BE ACCURATE, CURRENT, UNINTERRUPTED, ERROR-FREE, OMISSION-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER THE COMPANY NOR ANY OF OUR INFORMATION PROVIDERS WILL BE LIABLE FOR ANY DAMAGES RELATING TO YOUR USE OF THE INFORMATION PROVIDED HEREIN.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL LIABILITY TO YOU AND EVERYONE ELSE IN RESPECT OF THE CONTENT ON THIS SITE AND ALL SERVICES PROVIDED THROUGH IT, WHETHER UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, AND WHETHER IN RESPECT OF DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, EVEN IF THE COMPANY WAS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES.

# 4. Indemnity

You agree to indemnify and hold the Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by any third party due to or arising out of or in connection with your use of the Site.

The Company's policy is to respect the privacy of its users. The Company will not monitor, edit, or disclose any personal information about you or your use of the Site, including its contents, without your prior permission unless the Company has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of the Company; (3) enforce these Terms of Use; or (4) act to protect the interests of its members or others. For further details regarding your privacy, please see the **Privacy Policy**.

You agree that the Company may access your account, including its contents, as stated above or to respond to service or technical issues.

### 6. User Conduct

As a condition of your use of the Site, you warrant to the Company that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Any unauthorized commercial use of the Site, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Site. By way of example, and not as a limitation, you agree not to:

- Use the Site in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Create a false identity.
- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Site or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Site through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software.

The Company has no obligation to monitor any user's use of the Site or retain the content of any user session. However, the Company reserves the right at all times to monitor, review, retain any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees charged by or for the Company and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid services/items of the Site. We reserve the right to change any fees at any time at our sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant services/items. Refunds may be available as described in our Delivery Policy.

### 8. Termination

We may terminate your access to any part or all of the Site and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason deemed appropriate by the Company. The Company has no liability to you for any such action.

If you wish to terminate your account, your only recourse is to discontinue the use of the Site, although we'll be sorry to see you go. The Company shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

### 9. Modifications to terms of the Site

The Company reserves the right to change these Terms of Use or Policies regarding the use of the Site at any time and to notify you by posting an updated version of the Terms of Use on this Site. The Company can also add or remove functions, features, or requirements, and the Company may suspend or stop part of our services altogether at any time and at its sole discretion. Accordingly You are responsible for regularly reviewing the Terms of Use and other Policies. Continued use of the Site after any such changes shall constitute your consent to such changes.

## 10. General

These Terms of Use are governed by the laws of United Arab Emirates. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use or use of the Site. The Company 's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by the Company with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. Unless otherwise specified herein, the Terms of Use constitute the entire agreement between the user and the Company and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. The section titles in the Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance.