

## TERMS OF USE

These **Terms of Use** govern the terms of your access and use of our RSLTS.COM (*means our applications for Devices, including any services and content accessible through the Apps\Website, as well as upgrades, modifications, subsequent versions, updates, and error corrections*) and constitute your legal agreement with us. You should read these Terms carefully before you use the RSLTS.COM.

BY CLICKING “I AGREE” OR BY USING OUR APP OR WEBSITE YOU AGREE TO THESE TERMS OF USE.

Users who are not of legal age for data protection purposes or for the purposes of receiving our services (according to the laws of the territory in which they reside) must obtain the consent of their parent or legal guardian before using our services and the PI reserves the right to request proof of such consent and/or of the age of the user at any time in case of any doubt. If you become aware that your child has provided us with personal data without your consent, please contact us. We strongly encourage parents to educate their children about online safety, including not sharing personal information without parental guidance.

If you are accessing or using the RSLTS.COM on behalf of another person or entity, you represent that you are authorized to accept these Policy on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Policy.

### 1. Definitions

- “**Terms**”, “**Terms of Use**” mean these RSLTS.COM (as defined in this clause) website Terms of Use.
- “**We**”, “**us**” means PI. All exclusive rights to the application belong to and are retained PHYGITAL INTERNATIONAL DMCC, a company registered in accordance with the Company Regulations 2020 of the Dubai Multi Commodities Centre Authority having DMCC Entity Number DMCC194758 (“**PI**”).
- “**You**” means an individual using an App\Website.
- “**Content**” means any material, such as images, videos, audio files, electronic documents, or texts.
- “**Device**” means mobile devices (mobile phones, smartphones or tablets), a computer that you own and control.

### 2. License to Use the Website

Ownership. We own all rights, titles, and interests, including all worldwide intellectual property rights in the RSLTS.COM, including any features, content and trademarks, service marks, and logos contained in the Website, unless specified otherwise.

Terms. Subject to your compliance with these Terms, we grant you:

- to access and use the features of the App for your own personal use; and
- to access and use the RSLTS.COM

You will comply with any technical restrictions in the RSLTS.COM that allow you to use the RSLTS.COM only in certain ways.

Permitted Use. Subject to your compliance with these Terms, you may access and use the Website for your own personal non-commercial use. Any commercial use of the RSLTS.COM requires our prior written consent.

You are responsible for all activity that occurs via the instance of the App installed on your Device.

Sample Files. We may provide you with sample files such as content images, in demonstrations or for other trial or auxiliary purposes. Such files cannot be used for any other purpose than for which they were provided. You cannot distribute sample files or its derivatives and you cannot claim any rights in such files.

Third-Party Marks. If any third-party trademarks are used in connection with the Website, the only purpose of such use is to describe and/or refer to the particular application, product, company, or service identified by the trademark. We, the Website are not sponsored, endorsed, or affiliated with any of the trademark owners.

All other trademarks are the property of their respective owners.

Supported Devices. You agree that we have no obligation to support any particular make or model of handset, cell phone, smartphone, tablet, personal computer, or any other Device whether or not such make or model is currently or was previously supported by us.

Network Fees. To use the RSLTS.COM, you will require Internet connectivity. We shall not have any responsibility or liability for any internet, phone, mobile service, or other costs you may incur in this regard.

### **3. Your Obligations; Restrictions**

You agree that you will not do any of the following while using or accessing the RSLTS.COM:

1. Copy, reproduce, modify, adapt, and prepare derivative works based on the RSLTS.COM, including, but not limited to adding new features or otherwise making adaptations that alter the functioning of the App.
2. Perform, display, publish, distribute, transmit, or otherwise exploit the RSLTS.COM.
3. Make the functionality of the App available to multiple users.
4. Enable or allow others to use an App using your instance of the App.
5. Reverse engineer the RSLTS.COM, in whole or in part, or permit or authorize a third party to do so.
6. Access or attempt to access the RSLTS.COM by any means other than the interface we provide or authorize.
7. Delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the RSLTS.COM as delivered to you.
8. Circumvent, disable, or otherwise interfere with security-related features of the RSLTS.COM, or features that prevent or restrict the use or copying of their content.
9. Attempt to probe, scan, or test the vulnerability of any of our systems or networks or breach or impair, or circumvent any security or authentication measures protecting the RSLTS.COM.
10. Collect or store personal data that may be obtained through the RSLTS.COM without the express permission of the data subjects or in compliance with any applicable data protection laws.
11. Use the RSLTS.COM in a commercial manner.
12. Use the RSLTS.COM in any manner not permitted by these Terms.
13. Use false identities or impersonate any other person.
14. Upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk, spam, or any other form of solicitation.
15. Encourage or instruct any other individual or entity to do any of the foregoing or to violate any of these Terms.

### **4. Your Content**

We reserve the right to restrict the use of any content in connection with the RSLTS.COM without notice. You acknowledge and agree that we may, at our option, establish usage limits in relation to the Content.

## **5. Support**

You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the RSLTS.COM. However, subject to the other provisions of these Terms we will attempt to help you with any queries or problems that you may have with the RSLTS.COM. To reach our customer support team, please email us at [legal@phygitalinternational.com](mailto:legal@phygitalinternational.com). Providing our representatives with all the information they need to solve your problem will expedite your request for assistance.

## **6. Disclaimer of Warranties**

The RSLTS.COM and all materials, information, content and services included therein or made available through them, are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind.

We further disclaim any warranties:

- Regarding the security, accuracy, reliability, timeliness, and performance of the Website.
- That the RSLTS.COM will be error-free or that any errors will be corrected.
- That the RSLTS.COM will be of any particular quality, meet any standards or requirements, or conform to any of your expectations in this regard.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

## **7. Limitation of Liability**

In no event will we, our officers, directors, employees, affiliates or agents, or licensee, be liable to you for any damages whatsoever, including without limitation, direct, indirect, incidental, special, punitive, or consequential damages arising out of or in connection with your use of the Website or any other content or services that you access using the Website whether the damages are foreseeable and whether or not we have been advised of the possibility of such damages.

The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

## **8. Your Feedback**

If you choose to communicate to us any feedback, ideas, or suggestions for improvement of the RSLTS.COM, you grant us free-of-charge, irrevocable, non-exclusive, transferable right to use, modify, share, distribute, and communicate such feedback for any and all commercial or non-commercial purposes, without charge and free of any obligation of attribution. You warrant that any such feedback you communicate to us is not subject to any license or any other third-party right.

## **9. Modifications**

We reserve the right, at our sole discretion:

- To modify or revise these Terms at any time by posting the amended Terms. Please check the most current Terms to ensure that you are aware of all the terms governing your use of the Website.
- To make changes, update or discontinue an App or a Website or any format, feature, or functionality thereof at any time with or without notifying you.
- To terminate or restrict access to an App\Website for any reason whatsoever.

Your continued use of the Website after a change or update has been made will constitute your acceptance of the revised Terms of Use. If you do not agree with the modifications, please discontinue the use of the Website immediately.

These Terms remain effective from the date of acceptance until terminated by you or us in accordance with these Terms.

## **10. Termination**

Termination by You. You may terminate these Terms at any time by ceasing to use the RSLTS.COM.

Termination by Us. Without limiting other remedies, we may suspend or terminate these Terms with you, or may terminate or suspend your use of the Website, and/or may remove any of your Content (when shared with us) at any time if:

- You violate any term of these Terms of Use.
- You infringe proprietary rights, rights of privacy, or intellectual property rights of any person, business or organization.
- You engaged in other actions relating to the Website that may be illegal or cause liability, harm, embarrassment, harassment, abuse, or disruption for you, other users, us, any other third parties, or for the RSLTS.COM.
- It is required by applicable law.
- We discontinued the RSLTS.COM.

Effect of Termination. Upon termination of these Terms, all rights to use the Website shall immediately terminate. Upon any termination, you must cease all use of the RSLTS.COM.

Any suspension or termination of these Terms will not affect your obligations to us under these Terms, including, without limitation, proprietary rights and ownership, indemnification, and limitation of liability.

## **11. Jurisdiction**

Choice of Law. You agree that the laws of the country where our legal entity specified in the applicable app store or on the RSLTS.COM is located, govern these Terms of Use, their subject matter, the relationship between you and us, any action related to these Terms, and any claim or dispute it may arise, without regard to the conflict of laws rules.

Location for Resolving Disputes. You further agree that any disputes or claims related to these Terms of Use will be resolved by state courts located in the country, where our legal entity specified in the applicable app or on the Website is located and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. By agreeing to these Terms, you are:

- Waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; and
- Irrevocably consenting to the exclusive jurisdiction of, and venue in, the state courts located in the country, where our legal entity specified in the applicable app or on the Website is located, over any disputes or claims you have with us.

No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

## **12. General**

Privacy Policy. Please refer to our Privacy Policy located at RSLTS.COM which is incorporated by reference into these Terms, and which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Website, you signify your agreement to this Terms.

**Force Majeure.** We will not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by telecommunications providers and unrelated to our infrastructure or connectivity to the Internet, or failure at our co-location facility, (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, we will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues.

**Right to Contact.** We reserve the right to contact you in order to evaluate compliance with the rules and policies in these Terms. You will cooperate fully with us to investigate any suspected unlawful, fraudulent, or improper activity.

If you have contacted us via email, we may contact you using your email address.

**Consent to Receive Communications in Electronic Form:**

- Consent to receive communications from us in an electronic form; and
- Agree that the Terms and all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

**No Assignment.** You will not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by you without our appropriate prior written consent will be null and void.

We may assign these Terms of Use or any rights hereunder without your consent.

**No Waiver.** The failure by us to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of our right or remedy.

**Severability and Integration.** These Terms of Use constitute the entire agreement between you and us and supersedes all previous written or oral agreements. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

**Questions.** We will attempt to help you with any queries or problems that you may have with the Website. To reach our team, please email us at: [legal@phygitalinternational.com](mailto:legal@phygitalinternational.com).