

TERMS OF SERVICE

nexquare and the "Users" (Institutions, Teachers, Administrators, Parents, Students), have entered into a **Service Provider Agreement** ("**Agreement**"). The Users have sought to use nexquare's services (referred to as "**Services**" in this Agreement) and agree to the Terms of Service (the "**Terms**") set out hereunder, which are an integral part of the Agreement.

About nexquare:

Nexquare is a school information system that assists schools in managing their records. The users may create, upload, manage, and access education related records, including, but not limited to, students', teachers', parents', and class records, digital files, comments, messages, notices, and event information (collectively, the "Records").

Definitions:

"we" "us" or "our" shall mean nexquare and nexopay.

"You", "Your", "User" shall mean and include any users authorized by the Institution, who access the Platform for availing the Services. Visitors, viewers, subscribers, members, affiliates, or customers are also considered "Users".

"**Platform**", "nexquare" "nexopay Platform", "nexopay" means and includes nexquare Website and nexquare Mobile App developed and owned by nexquare, and any other linked pages, products, software(s), API keys, features, content or application services (including but without limitation to any mobile application services) in connection therewith, offered from time to time by nexquare to enable the Users to avail the Services through the Platform.

"**PSP**" refers to the payment services provider or financial institution that is duly licensed and authorized under respective regulations, and provides the online and POS based payment gateway solution and the related acquiring & settlement services, subject to the PSP's

internal approvals, policies and applicable terms and conditions.

Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.

Headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

Recitals and schedules shall form integral part of this Agreement

Parties to this Agreement

The Institution, Teachers, Administrators, Parents, and all users, including students are party to this agreement. Where the User is acting on behalf of another, User represents and warrant that User has the authority to act on behalf of and bind the other to this Agreement and the Terms.

nexquare together with its subsidiaries are the creator of this Platform and accordingly its owners and/or operators are parties to this Agreement.

Acceptance of Terms

Your use of Services offered by nexquare is subject to the terms of a legal Agreement between You and nexquare. The terms and conditions contained hereinafter in this Agreement ("**Terms**") shall apply to the use of the Platform.

These Terms shall also include the Privacy Policy, Cookies Policy, Terms of Service, Terms of Use or other similar policies separately put up on the Website, which shall be considered an integral part of these Terms.

These Terms together with the rest of the Policies constitute a binding and enforceable agreement between You and nexquare.

These Terms do not alter in any way the terms or conditions of any other written agreement you may have with nexquare for other services.

In order to use the Services, You must first agree to the Terms. You may not use the

Services if you do not accept the Terms of Use. You can accept the Terms by:

- Executing this Agreement
- Clicking to accept or agree to the Terms, where this option is made available to you by nexopay in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that nexopay will treat your use of the Services as acceptance of the Terms from that point onwards.

Minors

nexquare is not marketed and should not be used by persons under the age of 18. If the user is not of age of majority and/or cannot form a binding contract, such a user has to accept these Terms only under the supervision of a parent or a legal guardian and get permission from the parent or legal guardian to use nexquare.

Disclaimer

All information provided on nexquare is for general information purposes only; it does not constitute technical or expert advice. Although we regularly monitor nexquare, we cannot guarantee the accuracy, reliability, currency, relevance, and completeness of the information available on nexquare, neither provided by us nor by the users of nexquare.

Access to nexquare

The user is responsible for providing and maintaining, at user's own risk, option and expense, any hardware, software and communication lines required to access and use nexquare.

Modification of Terms of Use

nexquare wants to continually improve the Platform experience for the Users, so nexquare's Terms may change from time to time. nexquare reserves the right to modify any provision hereof from time to time, and such modification shall be effective immediately upon its posting on the Platform. User agrees to be bound to any changes to

the Terms, if User continues to use this Platform after any such modification is posted. Users of the Platform have an affirmative duty, to keep themselves informed of changes.

Conflicts of Interest

The user is not allowed to register the Account if such a registration creates a direct conflict of interests between the user and the Company or nexquare, unless the user obtains a prior written authorisation from us for the creation of the Account.

Scope of Service & Provision of Services

"**Services**" shall mean Services offered through the Platform, to the Users, which shall include

- i. Enabling You, Parents, to make payments to your school,
- ii. Providing Parents with details relating to payments like Invoices, Transaction outcomes, Receipts, Statements and Dues
- iii. Enabling easy communication and engagement between the Institution and Parents.

Fees and Payment

- i. **The Fees.** The use of nexquare by the Organizations is subject to the applicable service fees (the "Fees"). The Fees and payment terms related to the services provided through nexquare are communicated to the Organizations personally. The Fees are indicated in United States dollars (USD) and are charged on a subscription basis. By concluding a service contract with us, the Organization agrees to pay the Fees in accordance with these Terms and the terms and conditions in force at the moment the service contract is concluded. The Fees remain valid for as long as they are indicated on the contract. The Fees are subject to a change without a prior notice.

- ii. **Taxes.** The Fees exclude applicable taxes. The Organizations are responsible for paying all applicable income taxes.
- iii. **Payment Processing.** All payments related to nexquare, including payments of the Fees, are processed by our third-party payment processors (collectively, the “Payment Processors”). The Payment Processors are solely responsible for handling the payments. The Organization agrees not to hold us liable for payments that do not reach us because it has quoted incorrect payment information or the Payment Processors refused the payment for any other reason. Please note that the Payments Processors may collect some personal data, which will allow them to make the requested payments (e.g., credit card details). The Payment Processors handle all the steps in the payment process through their systems, including data collection and data processing. We do not have access to the payment data, unless such data is necessary for ensuring that the payment was successfully processed or maintaining our accountancy records. For example, we may store Organization’s credit card details in our system in order to (i) ensure that all payments are processed in a timely manner and (ii) maintain our accountancy records.
- iv. **Refunds.** All sales are final. We do not provide refunds to the Organizations for any Fees paid. If an organization is not satisfied with the quality of the services provided through nexquare, the Organization may cancel the service contract and stop using nexquare’s services.

Payment Gateway Services

nexquare is not a payment gateway and as such will collaborate/coordinate with a PSP for

the provision of the payment gateway services that are accessed by Users via the Platform.

The PSP shall solely provide services relating to online payments, payment authorization, processing, acquiring, settlement and related services.

Your institution has signed an independent agreement with the PSP for the payment gateway, payment acceptance, acquiring, settlement and related services, which will be solely bound by the Institutions and PSP’s internal approvals & policies and You will be subject to those terms and conditions of offer and usage, with no obligation whatsoever on nexquare.

Consequently all sensitive payment information that requires compliance with local regulations or international standards, like the PCI DSS, will be entirely handled by the PSP. nexquare will not hold or store such sensitive payment information in its records and as such does not carry any obligation with respect to such sensitive information handled by the PSP.

Payment Transactions

It is hereby clarified that the Users of Platform may be required to commercially transact through the Platform for various purposes like for example, payment of school fees to the Institution. Such commercial transactions shall be conducted by You based on the commercial understanding with Your Institution and vice versa (collectively all ‘**Payment Transactions**’ between the Users of the Platform) without any liability to nexquare. The Users of Platform hereby agree, acknowledge that they are aware that any and all Payment Transactions which they enter as per the commercial understanding shall be directed to the system of the PSP and such systems of PSP shall have complete control for facilitating such Payment Transactions in a safe and secure manner and nexquare and its Platform shall no have no control over such Payment Transactions.

All commercial and contractual terms for the Payment Transactions are offered by and agreed to between the Users alone. The commercial and contractual terms include without limitation price, fees, admission fees,

administrative fees, payment methods, payment terms, date, period warranties etc. related to the services. nexquare does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial and contractual terms pertaining to the Payment Transactions between the Users of Platform.

nexquare shall not be liable to the Users or any third party for any indirect, special, incidental, consequential, punitive or exemplary damages or loss of any kind howsoever caused, in connection with the Payment transactions between the Users and the PSP or between the Users through the PSP.

It is hereby understood, accepted and agreed by the Users that the payment facility vide the PSP's systems, provided in the Platform is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks.

Further, by providing payment facility through the PSP, nexquare is neither acting as trustee nor acting in any fiduciary capacity with respect to the transaction or the transaction price. The Users of Platform hereby agree, acknowledge that upon transacting through the PSP, they are bound under the terms and conditions of PSP without any recourse or liability to nexquare.

Note that, by using the Services, User may receive e-mail or text messages on the phone or mobile device, which may cause the User to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are User's sole responsibility. User shall consult with their wireless carrier to determine what rates, charges, fees, or costs may apply to User's use of the Services. nexquare is not liable for such charges in any manner whatsoever.

Payment Authorization, Settlement and Transaction Disputes

For User queries, technical support and operational actions directly relating to Payment Transactions of Users handled by the PSP, You shall be responsible to engage directly with the Institution and the PSP. These shall include, among other things, the following:

Settlement of Your Payment Transactions to the Institution. All risks associated with the payment of monies through the PSP will be solely that of the Parent and not nexquare. You will bear and be responsible and liable for the payment of all relevant taxes in relation to the Payment Transactions made under this Agreement.

In the event of rejection/suspension of Payments Transactions, Chargebacks, refunds and/or any other dispute by the User relating to such Payment Transactions ("Disputed Transaction"), on any grounds whatsoever, You will liaise directly with the Institution and the PSP as per their policies, contractual terms and conditions of Your agreement with them.

Also, all disputes between You and the Institution regarding non-satisfactory performance or in relation to delivery of your Institution's services, will be directly between You and the Institution without making nexquare and/or the PSP, a party to such disputes.

Use of Services by You

In order to access certain Services, You may be required to provide information about Yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to nexopay will always be accurate, correct and up to date.

Subject to terms and conditions of this Agreement, nexquare hereby grants the User a non-exclusive, non-assignable, non-transferable and limited license to use the Platform and the Services, in accordance with this Agreement, only

You agree to use the Services only for purposes that are permitted by your

Institution's Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by nexquare, unless you have been specifically allowed to do so in a separate agreement with nexquare.

You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

You agree not to reverse engineer, reproduce, publish, re-publish, dissemble, disseminate, modify, copy, distribute, transmit, display, perform, license, create derivative works from, transfer, or sell any material, service or feature, information, software of the Services and further agree not to use the Services as part of any another application, upload of any virus, use any content for commercial purposes, access or modify partially or otherwise to any source code, track or monitor the other users, do anything that puts an enormous/ unreasonable load on our servers, copy or create derivative work

As part of this continuing process, You acknowledge and agree that nexquare may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Your Institute generally at nexquare's sole discretion, without prior notice to you. You may stop using the Services at any time.

You acknowledge and agree that if nexquare disables access to your Portal and/or App, you may be prevented from accessing the Services, your account details or any files or other content which is contained in the Platform.

Unless You have been specifically permitted to do so in a separate agreement in writing with nexquare, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

You agree that you are solely responsible for (and that nexquare has no responsibility to you or to any third party for) any breach of

your obligations under the Terms and for the consequences of any such breach.

Linked Accounts/Social Network Platforms

The Platform may incorporate certain functions that allow you to access and/or use the Services through Your accounts on certain supported third party services, such as social network platforms ("Linked Accounts"). If you choose to use such features, you understand and agree that Platform may be required to access or use your Linked Account and You grant nexquare the necessary rights as may be required. Your use of Linked Accounts shall always be subject to the rules and regulations or terms of services applicable to such social network platform.

Education Agreements

nexquare serves as a platform that facilitates management and engagement between the Institutions, teachers, students, and parents (collectively, the "**Users**"). Unless otherwise provided in the Terms, we do not intervene into the communication between the Users as well as negotiation, conclusion, and execution of the service contracts between the Users (the "**Education Agreements**"). Our responsibilities with regard to the Education Agreements are limited to: (i) ensuring the availability of nexquare; (ii) processing the Records; (iii) facilitating the communication between the Users; and (iv) serving as the limited payment processing agent of each User by making available payment gateway tools and enabling third-party payment processing methods to be integrated to nexquare. By using nexquare, the users acknowledge and agree that the Institutions and not us are solely responsible for (i) concluding any Education Agreements and (ii) providing the services under the Education Agreements.

We are not a party to the Education Agreements and, therefore, we will not be liable for any direct, indirect, consequential or inconsequential loss or damage that results from the Education Agreements and any business transactions made between the Institutions as a result of the interactions through nexquare.

The Institutions are solely responsible for:

- Ensuring that they are qualified in providing services featured through nexquare;
- Preparing, negotiating, concluding, and executing the Education Agreements;
- Paying all applicable taxes, levies, duties, and other fees associated with payments made under the Education Agreements; and
- Cooperating with us in any audits by providing information and records about the Education Agreements, invoices, tax returns, and other financial reports issued under the Education Agreements.

nexquare provides general information about the Institutions and displays profiles created by the Institutions. We do not endorse any users of nexquare.

Although we require providing only true, accurate, correct, and up-to-date information through nexquare, we do not guarantee that any information, accreditation, and personal data provided by the Users is true, accurate, correct, and up-to-date. We make no warranties regarding any information or services provided by the Institutions through nexquare and any transactions carried by the Users through nexquare.

We are not responsible for any disputes that arise between the Users, nor we are obliged to receive or process, complaints against the users of nexquare or resolve disputes between the users of nexquare or Institutions, unless the complaint concerns the performance of our legal or contractual obligations under these Terms.

The Records

The Users may upload and submit various types of Records through nexquare. Some of the Records may become available to other users of nexquare (e.g., if you use nexquare as the Institutions, the students, parents, and teachers will be able to see the Records made available to them). Therefore, we request the users to: (i) exercise their due diligence when creating, uploading, and managing the Records; (ii) not to make any sensitive information publicly available to other users of nexquare; and (iii) make sure that, by

creating, uploading, and managing the Records, the user complies with these Terms.

By creating and uploading the Records through nexquare, the user grants us unrestricted, sub-licensable, royalty-free, perpetual, and irrevocable rights to use, distribute, advertise, adapt, remix, modify, publicly display, publicly perform, excerpt, prepare derivative works of, and reproduce the Records for the purposes of providing our services and carrying our legitimate business interests.

The user agrees not to submit the Records that violate these Terms or any applicable laws, including intellectual property rights of others and the user agrees to pay all royalties, fees, and any other monies applicable to the Records.

The user understands and agrees that, in order to ensure the security of nexquare, we may, but have no obligation to, monitor or review the Records. We reserve the right, at our sole discretion, to refuse to upload, modify, delete, or remove the Records, in whole or in part, that violate these Terms or may harm the reputation of nexquare. However, the user remains solely responsible for the Records.

The user is not allowed to make publicly available personal data of persons who have not provided the user with their prior authorisation or consent to share that personal data (e.g., the Institutions cannot publish names, contact details, and health-related data of a person if no lawful basis is available) through the Records.

The Records may include users' personal views and recommendations. The Records do not reflect our views, recommendations, endorsement, or any commitments related thereto.

Security of the Account

The user is solely responsible for maintaining the confidentiality of the Account, including keeping secure login details and passwords. By using nexquare, the user agrees to

immediately notify us about allegedly unauthorised use of the Account or any other security breach related to the Account. The user is also responsible for using secure Internet connection and protected networks while using nexquare. We cannot and will not be liable for any loss or damage resulting from user's failure to comply with these security obligations.

User content

User represent, warrant, and agree that no content/details shared by the User on the Platform ("**User Content**"), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

nexquare reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all User Content from any Service. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

You agree that you are solely responsible for (and that nexquare has no responsibility to you or to any third party for) any User Content that Users create, transmit or display while using the Services and for the consequences of Users actions (including any loss or damage which nexquare may suffer) by doing so

Handling Fees

Access to and use of the Services and the Platform may require payment of Handling fees for usage of certain Services, for example handling Payment Transactions.

Any applicable Handling Fee (including any applicable Taxes) will be displayed to You. You will have the choice of not using the Service (and not incurring the Service Fees for that Service).

nexquare reserves the right to alter any and all fees from time to time, without notice. You shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the Services.

Except as otherwise provided on the Platform, Handling Fees are non-refundable.

Confidential Information

Any information made available by us to the Organization is of confidential nature (the "**Confidential Information**"). The Organizations must at all times (i) keep confidential and not disclose to any person any of the Confidential Information and (ii) only use such Confidential Information for the purposes of performing Organization's obligations under these Terms. The Confidential Information can be disclosed only to Organization's employees, employers, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of carrying out the obligations under these Terms.

Privacy Policy

By using our Services, You provide us with information, files, and folders to the Platform (together, "Your Files"). The User retains full ownership of the files. nexquare do not claim any ownership on any of it. These Terms do not grant us any rights to User's files or intellectual property except for the limited rights that are needed to render the Services, as explained herein.

The User shall be solely responsible for the User's conduct, the content of User files and folders, and the User's communications with others while using the Services. The Personal Information of the User or "Your Files" shall be subject to the Privacy Policy applicable to the Platform.

The Privacy Policy explains how nexquare treats Your personal/confidential information, and protects Your privacy when You visit and/or use the Platform. You agree to the use of Your data in accordance with these Terms and nexquare's privacy policy.

Proprietary Rights

You acknowledge and agree that nexquare own all legal right, title and interest in and to the Services and the Platform, including any intellectual property rights which subsist in the Services and the Platform (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by nexquare and that you shall not disclose such information without nexquare's prior written consent.

Unless You have agreed otherwise in writing with nexquare, nothing in the Terms gives You a right to use any of nexquare's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

Exclusion of Warranties

You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available".

In particular, nexquare, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

1. Your use of the services will meet your requirements,
2. Your use of the services will be uninterrupted, timely, secure or free from error,
3. Any information obtained by you as a result of your use of the services will be accurate or reliable, and
4. That defects in the operation or functionality of any software provided to you as part of the services will be corrected.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from nexquare or through or from the services shall create any warranty not expressly stated in the Terms.

nexopay 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.

Limitation of Liability

User agrees to hold harmless and indemnify nexquare, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, without limitation, from and against any claims arising from, and You expressly understand and agree that nexquare, its subsidiaries and affiliates, and its licensors shall not be liable to You for:

Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of information or reputation, any loss of data suffered, or other intangible loss.

Your failure to provide nexquare with accurate account information

Your failure to keep your password or Platform details secure and confidential

The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services

Advertising

Some of the Services may, in the future, be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

The manner, mode and extent of advertising by nexquare on the Services are subject to change without specific notice to you.

If the Services chosen by You are supported by advertising revenue, then in consideration for nexquare granting You access to and use of such Services, You agree that nexopay may place such advertising on the Services.

Marketing Messages

To keep the users up-to-date with nexquare, we may send the users marketing messages, such as newsletters, brochures, promotions and advertisements, informing the users about our new services or new features of nexquare. We will contact users for marketing purposes only if:

- We receive user's express ("opt-in") consent to receive marketing messages; or
- We decide to send the Institutions marketing messages about our new services that are closely related to the services already used by the Institutions.

Opting-out. The user can opt-out from receiving marketing messages at any time free of charge by clicking on the "unsubscribe" link contained in any of the messages sent to the user or by contacting us directly.

Informational notices. From time to time, we may send the users informational notices, such as service-related, technical or administrative emails, information about nexquare and the Account, user's privacy and security, and other important matters. We will send such notices on an "if-needed" basis and they do not fall within the scope of direct marketing communication that requires user's prior consent.

Indemnification

The user agrees to indemnify, defend and hold the Company, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, user's use of nexquare, or user's violation of any law or the rights of a third party.

Technical Issues & Delivery Policy

In case of any technical issues, please raise a support ticket by emailing customer.support@nexquare.io

Deactivation

At any time, the user may delete the Account through the dashboard of the Account or by sending a request directly to us. Upon deactivation of the Account, these Terms shall terminate.

Termination

This Agreement will remain in full force and effect while You use the Services. You may terminate use of the Services or Your account at any time by contacting us at customer.support@nexquare.io. Nexquare may suspend or terminate Your access to the Services, Platform or Your account at any time, for any reason (without cause or for Your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with Your membership. Upon termination of Your account, Your right to use the Services, access the Platform, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Amendments:

We reserve the right to modify these Terms at any time, effective upon posting of an updated version on nexquare. Such amendments may be necessary due to the changes in the requirements of laws, regulations, new features of nexquare, and our business practices. We will send the users a notification (if we have their email addresses) about any material amendments to the Terms that may be of importance. User's continued use of nexquare after any changes shall constitute user's consent to such changes. We also reserve the right to modify the services provided through nexquare at any time, at our sole discretion.

Merger or Acquisition

In the event the Company, during the term of these Terms, is acquired, merged, or sells all or substantially all of its assets, these Terms shall not automatically be terminated and the Company agrees to use its best efforts to ensure that the transferee or surviving

company shall assume and be bound by the provisions of these Terms.

Transfer of Rights

The user is not allowed to assign user's rights under these Terms. We are entitled to transfer our rights and obligations under these Terms entirely or partially to a third party by giving a prior notice to the user. If the user does not agree to the transfer, the user can terminate these Terms with immediate effect by and stopping to use nexquare.

Disclaimer

Pertaining to the contents of this platform, nexquare makes no representation or warranty, either express or implied, as to its accuracy, adequacy, sufficiency, or freedom from defect of any kind. Parents assume all the risk of viewing, reading, or relying upon this information.

Parents download information from this site at their own risk. nexquare makes no warranty that downloads are free of corrupting computer codes, including, but not limited to, viruses and worms. Any material uploaded or otherwise demonstrated through the platform is done at User's own discretion and risk and that User will be solely responsible for any claims arising out of uploading any such material.

nexquare has no special relationship with or fiduciary duty to the Parent. User acknowledges that nexquare has no control over, and no duty to take any action regarding which Users gains access to the services; what content User accesses via the services; what effects the content may have on the User; how User may interpret or use the content; or what actions User may take as a result of having been exposed to the content. User release nexquare from all liability for User having acquired or not acquired content through the services. nexquare reserves the right, and shall have no obligation, to inspect, investigate, or examine, User's use of the services in order to determine whether a violation of Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

User agrees and understands that, in the event of dispute, nexquare shall not be held

liable for any claims, damages, demands(actual and consequential) arising out of or in any way connected with such disputes, including damages for loss of profits goodwill, privacy or data.

No advice or information, whether oral or written, obtained by the User from the platform shall create any warranty not expressly stated in the Terms. Nothing in the Terms use should be construed to confer any rights to third party beneficiaries. nexquare shall not be held responsible for any results, failures due to any communication among Users on the platform.

No guarantee can be provided for the completeness and accuracy of third party information depicted herein. nexquare will not assume responsibility for the third party content or content of third party websites that are depicted or linked herein, if any.

Communication & Notice

Any notice required under this Agreement shall be sent through:

- a) In writing
- b) Delivered by hand or sent by fax or email

to Your registered address or email. In case of nexquare notice should be sent to compliance@nexquare.io or to POBox 501751, Dubai, UAE

In an event of change of any of the contact details either Party shall update the other. If the Party whose contact details has changed fails to update the other of the change, then the contact details as per earlier record shall be considered as address of notice or service of process and the Party accepts that delivery of notice or service of process at the contact details as per earlier record shall be deemed to be valid delivery.

General

Waiver and Severability of Terms

Illegality or unenforceability of one or more provisions of this Agreement or these Terms shall not affect the legality and enforceability of the other provisions of the Agreement or Terms. For avoidance of doubt, if any of the

provisions becomes void or unenforceable, the rest of the provisions of these Terms shall be binding upon the User.

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Any rights not expressly granted herein are reserved.

Assignment

User may not assign any of User's rights in these Terms, and any such attempt is void, but nexquare may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Force Majeure

Without limiting the foregoing, under no circumstances shall nexquare be held liable for any damage or loss, penalty due to delay or deficiency in performance of the Platform resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication failures, major electricity failures, internet outage, downtime, floods, storms, accident, civil disturbances, riots, strikes, shortages of labour, fluctuations in heat, light, fire or air.

No agency relationship

The User agrees that no joint venture, partnership, employment, or agency relationship exists between User and nexquare as a result of these Terms or User's use of the Platform and the Services.

Entire Agreement

The Terms and the Privacy policy referenced herein constitute the entire agreement between the User and nexquare and govern User's visit and/or use of the Platform and the services, superseding any prior agreements or any other agreements, terms and conditions between User and nexquare. User may be subject to additional terms and conditions that may apply when the User use

or purchase certain other Propellum services, affiliate services, third-party content or third-party software.

Governing Law

nexquare, the Institution and Users agree that the governing law for this Agreement shall be the laws of the Emirate of Dubai, including the applicable federal laws of the United Arab Emirates.

In case of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties agree to genuinely attempt for amicable resolution through mutual discussions. If that does not resolve the issue, the Parties agree for settlement via arbitration.

The Parties hereby irrevocably consent that the venue of such arbitration shall be the Courts of the Dubai International Financial Centre, UAE, and the language to be used in the arbitral proceedings shall be English. The arbitral award passed in pursuance of the arbitral proceedings shall be final and binding on the Parties hereto