



Your Private Broker

**Doo Prime**

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## **Website Terms and Conditions**

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Updated on 20 February 2023

## 1. INTRODUCTION

- 1.1 All access to and/or usage of this website is subjected to and governed by this website Terms and Conditions (“Terms and Conditions”). The information on this website is not directed at:
- (a) the nationalities set forth in the pop-up compliance disclosure and the website footer; and
  - (b) any person in any country or jurisdiction whereby such distribution or use would be contrary to local statutes or regulations.
- 1.2 You should read this Terms and Conditions thoroughly. If you do not agree to be bound by this Terms and Conditions, you shall not access and continue to use the website.
- 1.3 By using our website, you acknowledge that you have read, fully understood and accepted the following:
- (a) this Terms and Conditions; and
  - (b) the Privacy Policy available on Doo Prime’s website.
- 1.4 We use cookies on our website to customize the information and experience displayed on our website according to your preferences. By accessing the website, you acknowledge that you have agreed to our use of cookies.

## 2. USER’S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

- 2.1 As a user of the website (hereinafter referred to as “User” or “you”), you herein acknowledge, understand and agree that:
- (a) you are an individual of sound mind, full age and legal competence;
  - (b) you have the full power and lawful authority to observe and perform the responsibilities mentioned in this Terms and Conditions;
  - (c) you are not accepting the Terms and Conditions under duress, or otherwise persuaded or forced to accept this Terms and Conditions;
  - (d) you have read, understood and undertake to comply with this Terms and Conditions, and the documents mentioned in Clause 1.3.
- 2.2 Further, you represent and warrant to Doo Prime not to perform any of the following acts in relation to the website:
- (a) upload, post, transmit, and/or otherwise make available any content that shall be deemed as unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or invasive of another’s privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;

- (b) forge captions, headings or titles or offer any content that you personally have no right pursuant to any law nor having any contractual or fiduciary relationship with;
- (c) upload, post, transmit, or offer any such content that may infringe any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- (d) upload, post, transmit, or offer any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- (e) upload, post, transmit, or offer any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- (f) upload, post, transmit, or offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- (g) disrupt the normal flow of communication, or act in any manner that would negatively affect other users' ability;
- (h) interfere with or disrupt any Doo Prime's services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- (i) intentionally or unintentionally violate any local, state, federal, national or international laws, any rules or regulations of any nation or other securities exchange;
- (j) stalk or harass another individual;
- (k) collect or store any personal data in relation to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs;
- (l) replicate, duplicate, copy, trade, sell and/or exploit for any commercial reason any part of, and/or use of, and/or access granted to the website;
- (m) establishing a link in such a way so as to suggest any form of association, approval or endorsement on our part where none of such connection exists;
- (n) use our domain name or any part of it for any use which is not authorised by Doo Prime;
- (o) misuse our website by knowingly introducing viruses, trojans, worms, logic bombs and/or other materials that are malicious or technically harmful;
- (p) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the website; and
- (q) use any network monitoring or discovery software to determine the website architecture, or extract information about usage, individual identities or users.

### **3. DOO PRIME'S RIGHTS AND RESPONSIBILITIES**

#### **3.1 Doo Prime reserves our rights to:**

- (a) suspend, modify, amend and or cancel any access to the website;
- (b) remove and/or delete any such content that would violate the Terms and Conditions or which would otherwise be considered offensive to other visitors and/or users;
- (c) access, preserve and/or disclose member account information if it is requested to do so under any applicable regulations or in good faith:
  - (i) to comply with any law, regulatory authority or court orders;
  - (ii) to enforce the Terms and Conditions;
  - (iii) to respond any claim that the website contained content which is in violation of the rights of any third party;
  - (iv) to respond requests from customer service; and
  - (v) to protect the rights, property or the personal safety of Doo Prime, its visitors and users, including the general public;
- (d) include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to the usage guidelines and regulations established by Doo Prime or any other content providers supplying content services to Doo Prime; and
- (e) prohibit any unauthorised reproduction, publication, distribution and/or exhibition of any information or materials supplied by our website, despite whether such act was done in whole or in part.

**3.2** The website is provided on "as is" and/or "as available" basis. Doo Prime does not provide any form of representation or warranty that the website will be secure or free from bugs and/or viruses nor that the website is fit for any purposes.

### **4. AMENDMENTS, SUSPENSION AND WITHDRAWAL OF WEBSITE**

**4.1** You acknowledge that Doo Prime reserves the right to amend or update this Terms and Conditions at any time without prior notice to you. The amendments to the Terms and Conditions shall become effective immediately and shall be legally binding on you upon publishing of the Terms and Conditions on Doo Prime's website. Your continued usage of the website, after the posting or publication of any such updates, changes, and/or modifications shall constitute as your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Terms and Conditions should be made by you to ensure that you are aware of all the Terms and Conditions that are currently in effect. In the event you do not agree with the updated, revised or modified terms, you should stop using the website forthwith.

4.2 Doo Prime does not guarantee that the website (including any content and links thereto) will always be available, uninterrupted or free from virus or bugs. We may suspend, withdraw and/or restrict the availability of the website or a part of it for business, operational or other reasons without any prior notice to you.

4.3 We shall not be liable for any direct or indirect loss or damages due to:

- (a) any faulty or inaccessibility to our website;
- (b) your use of our website; and
- (c) your use of any equipment or software in connection with the website.

## **5. DISCLAIMERS, EXCLUSION CLAUSES AND RISK WARNINGS**

5.1 Any investment information displayed on the website shall not constitute as any investment, tax, legal, regulatory or financial advice and has no regard to specific investment objectives, financial situations or the User's particular needs. The User understands and acknowledges that:

- (a) all information published on Doo Prime's website is addressed to the general public solely for information purposes;
- (b) mere explanation of the terms, transactions or its performance characteristics does not tantamount to any advice on the merits of the investment;
- (c) you should obtain professional advice before taking or refraining from taking any action on the basis of the content on our site; and
- (d) Doo Prime expressly disclaims liability for any errors, virus, interruptions, losses, damages or inaccuracies in the information, products and/or services provided through the website.

5.2 Doo Prime may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on Doo Prime's website and other media and or/ received by the User. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While Doo Prime took all reasonable efforts to ensure the accuracy and completeness of the information, Doo Prime makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The User shall only use the Material for personal use and shall not reproduce, copy, redistribute, license the Material without Doo Prime's consent.

5.3 As Doo Prime or any third parties may provide links to other websites and/or resources, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising and/or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Doo Prime shall not be

responsible or liable, whether directly or indirectly, for any such damage or loss which may be a result of, or caused or alleged to be caused by or in connection with the use of or the reliance on any such content made available on or through any such site or resource.

5.4 Further, you herein expressly acknowledge and agree that:

- (a) the use of Doo Prime's website is solely at your own risk. Our website and products and/or services shall be provided on an "as is" and/or "as available" basis. Doo Prime and our subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim any and/or all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement;
- (b) any information or material downloaded or otherwise obtained by or from Doo Prime's website shall be accessed solely on your discretion and risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material;
- (c) no advice and/or information, despite whether written or oral, that may be obtained by you from Doo Prime or by way of and/or from our services or website shall constitute any warranty or representation;
- (d) not all products and services referred to on this website are provided by us;
- (e) live chat and instant messaging conversations are recorded and may be used for compliance or training purposes; and
- (f) conversations on live chat and instant messaging is for your general information only and Doo Prime is not soliciting any action based upon it.

## 6. CONFIDENTIALITY

- 6.1 Doo Prime may record all communications between you and us in any forms, including but not limited to telephone calls, emails, faxes, online chatting messages, mobile messages, notice letters ("Information") for quality monitoring, training, regulatory and compliance purposes.
- 6.2 The User and Doo Prime agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers or employees, any of the Information provided to it by the other party which in any way relates to this Terms and Conditions and the matters contemplated herein except:
- (a) with the prior written consent of the other party respectively;
  - (b) as may be required by law, any regulatory authority or any stock exchange;
  - (c) as may be required to investigation or prevention of any illegal activity;

- (d) execution venues or any third party as necessary to carry out trading transactions and for purposes ancillary to the provision of the products and/or services;
- (e) in accordance with the order of a court of competent jurisdiction; or
- (f) with the User's consent.

6.3 The User agrees not to use any of the information provided by Doo Prime in any way other than to perform any obligations and rights under the Terms and Conditions.

## **7. DOO PRIME'S INTELLECTUAL PROPERTY RIGHTS**

7.1 You herein acknowledge, understand and agree that the trademarks, copyright, trade name, service marks, and other Doo Prime's logos and any brand features are and shall remain the sole and exclusive property of Doo Prime and/or its third-party service providers and/or Doo Prime's licensors.

7.2 Doo Prime herein has granted you the personal, non-transferable and non-exclusive rights and/or licence to access to our website and you undertake not to:

- (a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence, make commercial use or commercially exploit the website or its source code;
- (b) publish, distribute, make available or link to third parties any information derived from the website;
- (c) remove or destroy any copyright notices;
- (d) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the website;
- (e) create or use any domain name, which contains the same words or identically similar words to our domain name;
- (f) display and/or use in any manner Doo Prime's logo or marks without obtaining Doo Prime's prior written consent; and
- (g) use the website in any manner not permitted by this Terms and Conditions.

## **8. INDEMNITY**

8.1 Save as otherwise expressly provided herein, you agree and undertake with Doo Prime to indemnify and hold Doo Prime, Doo Prime's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that Doo Prime, or to which that Doo Prime becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfillment of or failure to perform any covenant or obligation contained in the Terms and Conditions by you.



8.2 You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

## **9. GOVERNING LAW AND JURISDICTION**

9.1 This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the following jurisdictions, as may be applicable:

- (a) Republic of Seychelles;
- (b) Republic of Mauritius; or
- (c) Republic of Vanuatu.

9.2 Nothing in this Terms and Conditions shall limit or prohibit Doo Prime's right to initiate legal proceedings against the User in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

## **10. MISCELLANEOUS**

10.1 Without prejudice to any other rights or remedies a party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Terms and Conditions and the parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Terms and Conditions.

10.2 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

10.3 If any provision of this Terms and Conditions or the application thereof to any situation or circumstance shall be rendered invalid or unenforceable, the remainder of this Terms and Conditions shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent and Doo Prime has the option to either remove the invalid or unenforceable provision or to replace the invalid or unenforceable provision with valid and enforceable provision.

10.4 Unless otherwise provided, the rights and remedies provided in this Terms and Conditions are cumulative and not exclusive of any right or remedy otherwise provided by law.

10.5 The official language of this Terms and Conditions shall be English. Doo Prime may provide this Terms and Conditions in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and Conditions and any other language version, the English version shall prevail.

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Your Private Broker

**Doo Prime**

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## 网站条款和条件

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2023 年 2 月 20 日更新

## 1. 介绍

- 1.1 本网站的所有访问和/或使用均受本网站条款和条件(“条款和条件”) 的约束和管理。本网站上的信息不针对:
- (a) 弹出式合规披露和网站页脚中列出的国籍; 和
  - (b) 在任何国家或司法管辖区, 此类分发或使用将违反当地法规或法规的任何人。
- 1.2 您应仔细阅读本条款和条件。如果您不同意受本条款和条件的约束, 您不得访问和继续使用本网站。
- 1.3 通过使用我们的网站, 您承认您已阅读, 完全理解并接受以下内容:
- (a) 本条款和条件; 和
  - (b) Doo Prime网站上提供的隐私政策。
- 1.4 我们在我们的网站上使用 cookies 来根据您的喜好定制我们网站上显示的信息和体验。通过访问本网站, 您承认您已同意我们使用 cookies。

## 2. 用户的责任, 声明和保证

- 2.1 作为本网站的用户(以下简称“用户”或“您”), 您在此承认,理解并同意:
- (a) 您是一个心智健全, 成年并具有法律能力的个人;
  - (b) 您有充分的权力和合法的权力来遵守和履行本条款和条件中提到的责任;
  - (c) 您未在胁迫或以其他方式说服或被迫接受本条款和条件的情况下接受本条款和条件;
  - (d) 您已阅读, 理解并承诺遵守本条款和条件以及第 1.3 条中提及的文件。
- 2.2 此外, 您向 Doo Prime 声明并保证不会对本网站进行以下任何行为:
- (a) 上传,发布,传输和/或以其他方式提供任何应被视为非法,有害,威胁,辱骂,骚扰,侵权,诽谤,粗俗,淫秽,诽谤或侵犯他人隐私或仇恨的内容, 以及/或在种族,民族或其他方面令人反感的;

- (b) 伪造标题,题目或头衔, 或提供您个人根据任何法律或任何合同或信托关系您个人无权提供的任何内容;
- (c) 上传,发布,传输或提供可能侵犯任何其他方的任何专利,版权,商标或任何其他专有或知识产权的任何此类内容;
- (d) 上传,发布,传输或提供根据任何法律或任何合同或信托关系您个人无权提供的任何内容;
- (e) 上传,发布,传输或提供任何未经请求或未经授权的广告,促销传单,“垃圾邮件”,或任何其他形式的招揽, 但可能为此目的指定的任何此类区域除外;
- (f) 上传,发布,传输或提供任何可能包含软件病毒或其他计算机代码,旨在干扰,破坏和/或限制任何计算机软件,硬件或电信操作的文件和/或程序的源设备;
- (g) 扰乱正常的通信流程, 或以任何会对其他用户的能力产生负面影响的方式行事;
- (h) 干扰或破坏可能与我们的网站连接或相关的任何 Doo Prime 服务,服务器和/或网络,包括但不限于使用任何设备软件和/或例程绕过机器人排除标头;
- (i) 有意或无意地违反任何地方,州,联邦,国家或国际法律,任何国家或其他证券交易所的任何规则或条例;
- (j) 跟踪或骚扰他人;
- (k) 收集或存储与任何其他用户有关上述段落中规定的禁止行为和/或活动有关的任何个人数据;
- (l) 出于任何商业原因仿造,复制,抄袭,交易,出售和/或利用网站的任何部分,和/或使用和/或授予网站的访问权限;
- (m) 不存在此类联系的情况下, 以暗示我们的任何形式的关联,批准或认可的方式建立链接;
- (n) 将我们的域名或其任何部分用于未经 Doo Prime 授权的任何用途;
- (o) 通过故意引入病毒,木马,蠕虫,逻辑炸弹和/或其他恶意或技术有害的材料来滥用我们的网站;
- (p) 反编译,逆向工程,反汇编,出租,租赁,出借,出售,再许可或从网站创建衍生作品; 和
- (q) 使用任何网络监控或发现软件来确定网站架构, 或提取有关使用情况,个人身份或用户的信息。

### 3. DOO PRIME 的权利和责任

#### 3.1 Doo Prime 保留以下权利:

- (a) 暂停, 修改, 修订和/或取消对网站的任何访问;
- (b) 移除和/或删除任何此类违反条款和条件或被视为冒犯其他访问者和/或用户的内容;
- (c) 如果根据任何适用法规或出于诚信要求访问,保存和/或披露会员帐户信息:
  - (i) 遵守任何监管机构或法院命令;
  - (ii) 执行条款和条件;
  - (iii) 回应任何声称本网站包含侵犯任何第三方权利的内容的主张;
  - (iv) 响应客户服务的请求; 和
  - (v) 保护 Doo Prime 及其访客和用户 (包括公众) 的权利, 财产或人身安全;
- (d) 包括使用可能允许保护数字信息或材料的安全组件, 并且此类信息和/或材料的使用受 Doo Prime 或向 Doo Prime 提供内容服务的任何其他内容提供商制定的使用指南和法规的约束;和
- (e) 禁止网站提供的任何信息或材料进行任何未经授权的复制,出版,分发和/或展示, 无论此类行为是全部还是部分进行。

3.2 本网站按“原样”和/或“可用”的基础提供。Doo Prime 不提供任何形式的陈述或保证, 即本网站将是安全的或没有错误和/或病毒, 也不提供本网站适用于任何目的。

### 4. 网站的修改, 暂停和撤销

4.1 您承认 Doo Prime 保留随时修改或更新本条款和条件的权利, 恕不另行通知。条款和条件的修改应立即生效, 并在 Doo Prime 网站上发布条款和条件后对您具有法律约束力。在发布或发表任何此类更新, 更改和/或修改后, 您继续使用本网站即表示您接受此类更新, 更改和/或修改, 因此, 您应经常查看本条款和条件, 以确保您了解当前有效的所有条款和条件。如果您不同意更新, 修订或修改的条款, 您应立即停止使用本网站。

4.2 Doo Prime 不保证本网站（包括任何内容及其链接）始终可用，不间断或没有病毒或错误。我们可能出于业务，运营或其他原因暂停，撤销和/或限制本网站或其一部分的可用性，恕不另行通知。

4.3 对于因以下原因造成的任何直接或间接损失或损害，我们概不负责：

- (a) 我们网站的任何故障或无法访问；
- (b) 您对我们网站的使用；和
- (c) 您使用与本网站有关的任何设备或软件。

## 5. 免责声明, 排除条款和风险警告

5.1 本网站显示的任何投资信息均不构成任何投资, 税务, 法律, 监管或财务建议, 且不考虑具体的投资目标, 财务状况或用户的特定需求。用户理解并承认：

- (a) 在 Doo Prime 的网站上发布的所有信息仅供公众参考；
- (b) 仅仅解释任何交易的条款或其表现特征并不等同于就投资的优点提供任何建议；
- (c) 在根据我们网站上的内容采取或不采取任何行动之前，您应该获得专业建议；和
- (d) Doo Prime 明确不对通过本网站提供的信息, 产品和/或服务中的任何错误, 病毒, 中断, 损失, 损害或不准确承担责任。

5.2 Doo Prime 可能会不时并在其认为适当的情况下，发布在 Doo Prime 的网站和其他媒体上和/或由用户接收，发布和/或分发材料或第三方材料（“材料”），其中包含包括但不限于金融市场状况的信息。应注意，该材料仅用于营销传播目的，不包含也不应被解释为包含任何交易的投资建议和/或投资推荐。尽管 Doo Prime 已尽一切合理努力确保信息的准确性和完整性，但 Doo Prime 不对材料作出任何陈述和保证，并且不对所提供信息的任何不准确和不完整造成的任何直接或间接损失或损害负责。用户只能将材料用于个人用途，未经 Doo Prime 同意，不得仿造, 复制, 重新分发, 许可材料。

5.3 由于 Doo Prime 或任何第三方可能会提供指向其他网站和/或资源的链接，您承认并同意我们不对任何此类外部网站或资源的可用性负责，因此，我们不认可也不对此类第三方网站或资源上或可从此类第三方网站或资源获得的任何内容, 产品, 广告和/或任何其他材料负责或承担法律责任。此外，您承认并同意 Doo Prime 不对可能由于使用或依赖任何此类网站或资源上

或通过此类网站或资源提供的任何此类内容而造成的任何此类损害或损失承担任何直接或间接责任。

5.4 此外，您在此明确承认并同意：

- (a) 使用 Doo Prime 网站的风险由您自行承担。我们的网站和产品和/或服务应按“原样”和/或“可用”的基础提供。Doo Prime 和我们的子公司, 关联公司, 高级职员, 员工, 代理, 合作伙伴和许可方明确否认任何和/或所有类型的明示或暗示保证, 包括但不限于任何关于所有权, 适销性, 适用性的暗示保证特定目的和不侵权;
- (b) 从 Doo Prime 网站下载或以其他方式获得的任何信息或材料应完全由您自行决定访问并承担风险, 因此您应自行负责并在此放弃任何和所有索赔和诉讼因由对您的计算机和/或互联网访问, 下载和/或显示的任何损坏, 或因下载任何此类信息或材料而可能导致的任何数据丢失;
- (c) 您从 Doo Prime 或通过和/或从我们的服务或网站获得的建议和/或信息, 无论是书面的还是口头的, 均不构成任何保证或陈述;
- (d) 并非本网站提及的所有产品和服务均由我们提供;
- (e) 实时聊天和即时消息对话会被记录下来, 可用于合规或培训目的; 和
- (f) 实时聊天和即时消息的对话仅供您参考, Doo Prime 不会根据这些内容邀约任何行动。

## 6. 保密

6.1 Doo Prime 可能会以任何形式记录您与我们之间的所有通信, 包括但不限于电话, 电子邮件, 传真, 在线聊天消息, 手机消息, 通知信 (“信息”), 用于质量监控, 培训, 监管和合规目的。

6.2 用户与 Doo Prime 相互同意并承诺对其保密, 不向除该方的专业顾问, 董事, 管理人员或雇员以外的任何人披露对方以任何方式提供给其的任何与本条款和条件以及此处设想的事项有关的信息, 但以下情况除外:

- (a) 经另一方事先书面同意;
- (b) 根据法律, 任何监管机构或任何证券交易所的要求;
- (c) 调查或预防任何非法活动需要时;

- (d) 依据执行交易所需的执行场所或任何第三方需要, 以及为提供产品和/或服务的辅助目的;
- (e) 根据有管辖权的法院的指令; 或者
- (f) 经用户同意。

6.3 用户同意不以任何方式使用 Doo Prime 提供的任何信息, 除非是为了履行本条款和条件下的任何义务和权利。

## 7. DOO PRIME 的知识产权

7.1 您在此承认,理解并同意, 商标,版权,商号,服务标志和其他 Doo Prime 标志和任何品牌特征是并且应当仍然是 Doo Prime 和/或其第三方服务提供商和/或 Doo Prime 的许可方的唯一和专有财产。

7.2 Doo Prime 在此授予您访问我们网站的个人, 不可转让和非专有权利和/或许可, 并且您承诺不:

- (a) 仿造, 复制, 翻译, 抄袭, 使用, 增强, 反编译, 解码, 反汇编, 分发, 出售, 传输, 出借, 质押, 转让, 更改, 篡改, 修改, 修订, 逆向工程, 再许可, 对网站或其源代码进行商业使用或商业利用;
- (b) 发布, 分发, 提供或链接到第三方从网站获得的任何信息;
- (c) 删除或销毁任何版权声明;
- (d) 上传或传播计算机病毒或其他程序, 扰乱或破坏本网站的正常运行;
- (e) 创建或使用任何包含与我们的域名相同或完全相同的词的域名;
- (g) 未经 Doo Prime 事先书面同意, 以任何方式展示和/或使用 Doo Prime 的徽标或标记; 和
- (h) 以本条款和条件不允许的任何方式使用本网站。

## 8. 赔偿

8.1 除本条款和条件另有明确规定外, 您同意并承诺向 Doo Prime, Doo Prime 的关联公司, 相关公司, 第三方服务提供商, 许可方赔偿并使其免遭受, 招致或承受因您的任何失实陈述, 违反保



证或不履行或未能履行条款和条件中包含的任何承诺或义务而导致, 产生或与之相关的任何损害或损失。

8.2 您承认该责任应包括但不限于由此产生的任何法律和行政费用和开支。

## 9. 治理法律和管辖区

9.1 本条款和条件在所有方面均应受以下司法管辖区的法律管辖并根据其解释 (如适用) :

- (a) 塞舌尔共和国;
- (b) 毛里求斯共和国; 或
- (c) 瓦努阿图共和国。

9.2 本条款和条件中的任何内容均不限制或禁止 Doo Prime 在具有管辖权的其他法院对客户提起法律诉讼的权利, 并且在一个或多个司法管辖区的法律诉讼不应妨碍在任何其他司法管辖区提起法律诉讼。

## 10. 杂项条款

10.1 在不损害一方可能拥有的任何其他权利或补救措施的情况下, 每一方承认并同意, 对于任何违反本条款和条件的行为, 损害赔偿可能不是充分的补救措施, 双方应有权对于任何威胁或实际违反本条款和条件的行为获得禁令, 特定履行和其他衡平法上的补救措施。

10.2 任何一方的任何权利, 权力或特权的行使或未行使或延迟行使均不得视为放弃其或任何其他权利, 权力或特权, 任何单独或部分行使任何权利, 权力或特权不排除任何其他或进一步行使或行使任何其他权利, 权力或特权。一方对违反本条款和条件任何条款的任何弃权不应被视为对任何后续违反本条款和条件相同或任何其他条款的弃权。

10.3 如果本条款和条件的任何条款或其对任何情况的适用无效或不可执行, 则本条款和条件的其余部分不受影响, 其余条款应在最大范围内有效和可执行并且Doo Prime可以选择删除无效或不可执行的条款, 或将无效或不可执行的条款替换为有效且可执行的条款。

10.4 除非另有规定, 本条款和条件规定的权利和救济是累积的, 不排除法律另有规定的任何权利或救济。

10.5 本条款和条件的官方语言为英语。 Doo Prime 可能会以其他语言提供本条款和条件，仅供参考，如果本条款和条件的英文版本与任何其他语言版本之间存在任何不一致或差异，则以英文版本为准。

*(本页的其余部分故意留空)*

