

Terms of Use

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Welcome to Degensoft!

Degensoft Ltd ("**Degensoft**," "**we**," "**us**," or "**our**"), with registered address at Unit N2301, Level 23, Al Sukook Street, Emirates Financial Towers, Dubai International Financial Centre, PO Box No. 112631, Dubai, UAE, is a cutting-edge software development company dedicated to transforming visionary ideas into powerful digital solutions. Through innovative technologies we help businesses accelerate growth, enhance efficiency, and drive lasting digital transformation. We specialize in a broad range of development frameworks and technologies, enabling the rapid and agile delivery of custom web and mobile applications. In addition, we provide professional consulting services offering expert guidance in software architecture, engineering practices, and strategic technology planning to help organizations overcome technical challenges and drive innovation.

Our website, degensoft.ae, along with its related sub-domains (collectively, the "**Website**"), provides information about Degensoft and our products and services (collectively, the "**Offerings**"). The Website includes text, images, audio, code, and other materials, as well as information from third parties. It serves as a centralized platform for users to understand and evaluate our software development capabilities and consulting expertise.

These Terms of Use contain the terms and conditions that govern your access to and use of the Website and Offerings provided by us and is an agreement between us and you or the entity you represent ("**you**" or "**your**"). Please read these Terms of Use carefully before using the Website or Offerings. By using the Website or otherwise accessing the Offerings you (1) accept and agree to these Terms and (2) consent to the collection, use, disclosure and other handling of data as described in our Privacy Policy. If you do not agree to the Terms or perform any and all obligations you accept under the Terms, then you may not access or use the Offerings.

These Terms of Use also govern your access to and use of Degensoft's Trust Center (currently available at trust.degensoft.com), unless expressly stated otherwise. The terms Offerings and Website include the Degensoft's Trust Centre.

1. Definitions

"**Content**" means any data, text, audio, video or images, software (including machine images), and any documentation.

“Offerings Materials” means all documents, data, reports, certifications, security disclosures, audit materials, questionnaires, downloads, dashboards, and any other information or materials made available by Degensoft in connection with the Offerings, including through the Trust Centre.

“Our Content” means any software (including machine images), data, text, audio, video, images, or documentation that we offer in connection with the Offerings.

“Our Marks” means any trademarks, service marks, service or trade names, logos, and other designations of Degensoft Ltd. and their affiliates or licensors that we may make available to you in connection with these Terms.

“Third-Party Content” means Content made available to you by any third party on the Site or in conjunction with the Offerings.

“Trust Center” means Degensoft’s security and transparency portal, including information regarding security practices, compliance standards, policies, and approved subprocessors, currently made available at trust.degensoft.com

“Your Content” means content that you transfer to us for storage or hosting by the Offerings.

2. Offerings

TL;DR: You may access and use the Offerings only in accordance with these Terms. You agree to comply with the Terms and all laws, rules and regulations applicable to your use of the Offerings.

Offerings and Access. Degensoft offers a number of Offerings under the Degensoft brand or brands owned by us. The Website is provided solely for informational purposes. Any Offerings referenced on the Website are not offered through the Website and are made available only pursuant to a separate written agreement between you and Degensoft. Additional informational resources are also made available through the Trust Center.

Third-Party Content and Services. In certain Offerings, you may view, have access to, and may use the informational content, products, or services of one or more third parties (**“Third Party Content”** and **“Third Party Services”** respectively). In each such case, you agree that you view, access or use such content and services at your own election. Your reliance on any Third Party Content and use of Third Party Services in connection with the Offerings is governed by separate terms and conditions set forth by the applicable third party content and/or service provider. Those terms and conditions may involve separate fees and charges or may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such terms may also apply a privacy policy different from that which Degensoft maintains and incorporates into these Terms. It is your responsibility to understand the terms and

conditions of Third Party Services, including how those service providers use any of your information under their privacy policies.

Third Party Content and Third Party Services are provided for your convenience only. We do not verify, curate, or control Third Party Content. We do not control Third Party Services. As a result, we do not guarantee, endorse, or recommend such content or services to any or all users of the Offerings, or the use of such content or services for any particular purpose. You access, rely upon or use any Third Party Content or Third Party Service at your own risk. Degensoft disclaims all responsibility and liability for any losses upon or use of such content or services. We have no responsibility for Third Party Content that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third Party Content or to use a Third Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third Party Service at any time without notice.

Changes. We may change or discontinue any or all of the Offerings or change or remove functionality of any or all of the Offerings from time to time. We will use commercially reasonable efforts to communicate to you any discontinuation of an Offering through the Website or public communication channels.

3. Eligibility

TL;DR: if you use the Offerings you state that you (a) are at least 18 or (b) the legal entity is duly registered under its incorporation jurisdiction; (c) don't break any laws of your jurisdiction by using the Offerings.

General. You may not use the Offerings if you are barred from using the Offerings under applicable law in any way whatsoever.

Legality. You are solely responsible for adhering to all laws and regulations applicable to you and your use of or access to the Offerings. Your use of the Offerings is prohibited to the extent it would violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity. In connection with these Terms, you will comply with all applicable import, re-import, export, re-export, sanctions, anti-boycott, and trade control laws and regulations, including those administered or enforced by the United States, the European Union, the United Kingdom, the United Arab Emirates, the United Nations, and any other applicable governmental authority.

You represent and warrant that you are not a Sanctioned Person, are not acting on behalf of a Sanctioned Person, and are not located in, organized under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive sanctions or embargoes. You are solely responsible for ensuring that your access to and use of the Offerings complies with all applicable trade control laws

We make no representations or warranties that the information or services provided through our Offerings, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Offerings in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Offerings to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

4. Your Responsibilities

TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Offerings. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Offerings.

Use of the Offerings. For any Offerings, whether or not they require that you set up an account with Degensoft, and except to the extent caused by our breach of these Terms (a) you are responsible for all activities that occur with respect to your use of the Offerings, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or other users), and (b) we and our affiliates are not responsible for unauthorized access to the Offerings or your account, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated against you by third parties. You will ensure that your use of the Offerings does not violate any applicable law.

Your Security and Backup. You are solely responsible for properly configuring and using the Offerings and otherwise taking appropriate action to secure, protect, and backup your accounts and/or Your Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not use the Offerings. Your obligations under these Terms include ensuring any available software updates or upgrades to an Offering you are using are promptly installed or implemented, and recording and securely maintaining any passwords that relate to your use of the Offerings. You further acknowledge that you will not share with us nor any other third party any password that relates to your use of the Offerings, and that we will not be held responsible if you do share any such password or phrase, whether you do so knowingly or unknowingly. For the avoidance of doubt, we take no responsibility whatsoever for any theft of a password that involves intrusion through any means into your personal device or a cloud provider's data repository.

Log-In Credentials and API Authentication. To the extent we provide you with log-in credentials and API authentication generated by the Offerings, such log-in credentials and API authentication are for your

use only and you will not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your password to your agents and subcontractors performing work on your behalf.

Your Compliance Obligations. The Offerings may not be available or appropriate for use in all jurisdictions. By accessing or using the Offerings, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Offerings and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

5. Access to the Offerings

TL;DR: We can suspend or turn off access to any part of the Offerings at any time, for any reason or no reason, with or without notice, and without an explanation.

We reserve the right, at our sole discretion, to suspend, restrict, change or disable access to any of the Offerings, or to any part, feature, or functionality thereof, at any time, for any reason or no reason, with or without prior notice, and without any obligation to provide an explanation. You acknowledge and agree that we shall not be liable to you for any losses or damages you may suffer as a result of, or in connection with, your inability to access or use the Offerings at any time.

6. Your Use of the Offerings

TL;DR: Do not misuse the Offerings.

By using the Offerings, you acknowledge that:

- Degensoft does not guarantee specific performance outcomes;
- implementation choices and operational decisions are solely your responsibility.

You agree not to use the Offerings in any manner that:

- misuses or reverse-engineer our systems;
- introduces malware, exploits, or harmful code;
- disrupts, compromises, or harms Degensoft systems or other users;
- attempts to gain unauthorized access to any systems, accounts, data, credentials, or restricted areas;
- circumvents, bypasses, or undermines access controls, security measures, usage limits, or safeguards;
- uses the Offerings or Offerings Materials for benchmarking, competitive analysis, public communications, or publication purposes without Degensoft's prior written consent;

- provides false or misleading information;
- attempts to gain unauthorized access;
- facilitates fraudulent or harmful activities;
- breaches the Terms;
- infringes intellectual property rights;
- violates applicable law, regulation, or regulatory guidance.

7. Confidentiality Obligations

TL;DR: Degensoft's materials are confidential. You can't share, copy, or use them for anything else without written permission.

All Offerings Materials are confidential and proprietary to Degensoft or its licensors.

Offerings Materials are provided solely for your internal evaluation, operational, or due-diligence purposes in connection with your permitted use of the Offerings. You may not copy, reproduce, distribute, publish, disclose, make available to third parties, or otherwise use any Offerings Materials for any other purpose without Degensoft's prior written consent.

You shall take reasonable measures to protect the confidentiality of the Offerings Materials and prevent any unauthorized access, use, or disclosure, including by limiting access to personnel with a legitimate need to know.

Notwithstanding the foregoing, you may disclose Offerings Materials only to the extent required by applicable law, regulation, or binding legal process, or to your professional advisers (including legal counsel or auditors) on a strict need-to-know basis, provided that such recipients are bound by confidentiality obligations at least as protective as those set out herein. If you become legally compelled to disclose any Offerings Materials, you shall, to the extent legally permissible, provide Degensoft with prompt notice of such requirement and reasonably cooperate with Degensoft in seeking confidential treatment or a protective order.

These confidentiality obligations survive your access to, and use of, the Offerings and remain in effect for three (3) years following your last access to the relevant Offerings Materials.

For the avoidance of doubt, Offerings Materials may not be used for marketing, public communications, benchmarking, competitive analysis, or publication purposes.

8. Disclaimers

TL;DR: We make no warranties. You use the Offerings at your own risk.

The offerings are provided “as is.” except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, we and our affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the offerings, the third party content, or the third party services, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the offerings, third party content, or third party service will be uninterrupted, error free or free of harmful components, and (iv) that any content will be secure or not otherwise lost or altered. You acknowledge and agree that you have not relied and are not relying upon any representation or warranty from us that is not otherwise in these terms or in a separate written agreement between us, and you agree you will not take a position in any proceeding that is inconsistent with this provision.

You expressly understand and agree that your use of the Offerings is at your sole risk.

Certain Offerings may rely on emerging technologies, including cryptographic systems, distributed ledger technologies, and blockchain-based infrastructure. Use of such technologies involves inherent risks, including risks arising from misuse of cryptographic keys, loss of credentials, failure to properly secure systems, software bugs, protocol changes, incompatibilities, network congestion, cybersecurity vulnerabilities, or failure to timely update software or systems.

By using the Offerings, you acknowledge and accept these risks and represent that you have the technical knowledge and experience necessary to understand and manage them. As applicable, you are solely responsible for maintaining the security of your systems, credentials, private keys, wallets, and approvals, including any permissions granted through cryptographic signatures or transactions. Digital assets, blockchain-based systems, and related technologies are subject to significant market volatility, including extreme and rapid price fluctuations, illiquidity, market manipulation, protocol-level events, forks, airdrops, changes in token supply mechanics, and shifts in market sentiment. Such volatility may result in substantial or total losses, even over short periods of time. Blockchain networks and related infrastructure may experience congestion, outages, latency, re-organizations, forks, attacks, consensus failures, validator misconduct, or other technical failures. Degensoft does not control any blockchain network and does not guarantee the availability, performance, security, or stability of any such network.

The Offerings are provided for informational and technological purposes only and do not constitute, and must not be construed as, investment advice, financial advice, legal advice, tax advice, or any other regulated or professional advice. Degensoft Group is not a broker-dealer, investment adviser, financial institution, payment service provider, or fiduciary, and does not provide financial services or facilitate investments, trading, or asset custody.

Nothing in the Offerings constitutes an offer, solicitation, recommendation, endorsement, or advice to buy, sell, hold, or otherwise transact in any digital asset, token, security, or financial instrument. Any decision to engage in blockchain-based activities or transactions is made solely by you and at your own risk.

Without limiting the foregoing, you acknowledge and agree that nothing made available on the Website, any affiliated websites (including the Trust Center), or in any related documentation, reports, certifications, security descriptions, policies, disclosures, FAQs, statements, or other informational materials creates any additional warranties, representations, commitments, or guarantees, whether express or implied, or modifies, expands, or amends these Terms or any other agreement between you and Degensoft Group or its Affiliates.

In particular, any information made available through the Trust Center or in connection with the Offerings is provided solely for general informational purposes and does not constitute, and must not be construed as, any:

- warranty, representation, or assurance of security, compliance, availability, integrity, performance, or resilience;
- service-level agreement, service-level commitment, uptime guarantee, or performance obligation;
- certification, attestation, or audit opinion with respect to you, your systems, or your regulatory or compliance status;
- representation that the Offerings, systems, or controls are free from vulnerabilities, errors, exploits, or risk; or
- commitment to maintain any specific controls, procedures, tools, providers, or security posture over time.

You acknowledge that use of the Offerings and reliance on any information made available in connection therewith is at your own risk, and that Degensoft does not assume, and expressly disclaims, any responsibility or liability for decisions, assessments, or actions taken by you or any third party based on such information.

Without limiting the foregoing, Degensoft does not warrant or represent that any information made available through the Offerings is accurate, complete, current, reliable, or suitable for any particular purpose, and has no obligation to update, correct, or revise any such information. You acknowledge that use of the Offerings and reliance on any information made available in connection therewith is at your own risk, and that Degensoft does not assume, and expressly disclaims, any responsibility or liability for decisions, assessments, or actions taken by you or any third party based on such information. Degensoft does not undertake any obligation to monitor, supervise, or update the Offerings or any information relating to underlying products, services, protocols, or technologies, including changes to functionality, availability, security.

The Offerings may not be available or appropriate in all jurisdictions. Access to or use of the Offerings may be restricted or prohibited by applicable laws or regulations, and Degensoft makes no representation that the Offerings are appropriate, lawful, or available for use in any particular jurisdiction. You are solely responsible for determining whether your access to or use of the Offerings is permitted under applicable law in your jurisdiction.

Nothing in the Offerings or these Terms creates any partnership, joint venture, agency, fiduciary, or other special relationship between you and Degensoft or any third party.

9. Intellectual Property Rights

TL;DR: our content is ours. your content remains yours.

Your Content. Depending on the Offering, you may share Content with us. Except as provided in this Section 8, we obtain no rights under these Terms from you (or your licensors) to Your Content; however, you consent to our use of Your Content in any manner that is consistent with the purpose of your use of the Offerings or that otherwise facilitates providing the Offerings to you.

Offerings License. We or our licensors own all right, title, and interest in and to the Offerings, and all related technology and intellectual property rights. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use the Offerings solely in accordance with the Terms; and (b) copy and use Our Content solely in connection with your permitted use of the Offerings. Except as provided in this Section 8, you obtain no rights under this Terms from us, our affiliates or our licensors to the Offerings, including any related intellectual property rights. Some of Our Content and Third-Party Content may be provided to you under a separate license or open source license. In the event of a conflict between these Terms and any separate license, the separate license will prevail with respect to Our Content or Third-Party Content that is the subject of such separate license.

License Restrictions. You will not use the Offerings in any manner or for any purpose other than as expressly permitted by these Terms. Except for as authorized, you will not attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Offerings (except to the extent Content included in the Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Offerings or apply any other process or procedure to derive the source code of any software included in the Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Offerings unless otherwise agreed in writing. You will not use Our Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by these Terms.

Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Offerings, including, without limitation, about how to improve the Offerings (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a

non-confidential basis or otherwise). You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

10. Indemnification

TL;DR: If someone sues us because of something you did, you're responsible for it, so read the below carefully.

You agree to hold harmless, release, defend, and indemnify Degensoft, its affiliates, and their respective officers, directors, employees, contractors, agents, service providers, licensors, representatives, and subsidiaries (collectively, the “**Degensoft Parties**”) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to: (a) your access to or use of the Offerings; (b) your violation of these Terms, the rights of any third party, or any applicable law, rule, or regulation; and (c) any dispute between you and (i) another user of the Offerings, or (ii) your own customers or end users. We will provide you with notice of any such claim, suit, or proceeding. Degensoft reserves the right to assume the exclusive defense and control of any matter subject to indemnification under this section, and you agree to cooperate with Degensoft’s defense of such matter. You may not settle or compromise any claim against any Degensoft Party without Degensoft’s prior written consent.

11. Limitation of Liability

TL;DR: Our liability is limited.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, subsidiaries, or any providers be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of, or inability to access or use, the Offerings, nor will we be responsible for any damage, loss, or injury resulting from unauthorized access to or use of the Offerings.

We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Offerings; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Offerings; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Offerings; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Offerings; and (g) the defamatory, offensive, or illegal conduct of any third party.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding \$100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

12. Governing Law & Jurisdiction

TL;DR: our relationship is governed by the laws of Dubai International Financial Centre (DIFC).

These Terms of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Dubai International Financial Centre (DIFC).

The courts of Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use or their subject matter or formation.

13. Last but not Least

Changes to these Terms. We may update the Terms from time to time. Changes become effective upon posting, and your continued use of the Offerings constitutes acceptance.

Entire Agreement. These Terms, including the Privacy Policy, constitute the entire agreement with respect to the Offerings and your use of Trust Center and supersedes any prior agreements, oral or written.

Force Majeure. Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under this Terms where the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Privacy Policy. The [Degensoft.ae](https://www.degensoft.ae/privacy-policy) Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

Survival. Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

Severability. In the event that any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected and unimpaired. Any invalid or unenforceable portions can be reasonably interpreted to fulfill the intent and purpose of the original provision. If such interpretation is not possible, the invalid or unenforceable portion will be severed from these Terms, while the remaining provisions of the Terms will remain in full force and effect.

Language. All communications and notices made or given pursuant to these Terms must be in English. If we provide a translation of the English language version of these Terms, the English language version of the Terms will control if there is any conflict.

Captions and Summaries. The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms. In addition, the paragraphs and text accompanying the words “TL;DR” at the beginning of certain sections are intended to summarize the applicable section of these Terms and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.

Notices. Any notices, requests, or other communications under these Terms may be sent to info@degensoft.ae.