

Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia

# **Terms of Use**



# Doto Universal LTD

# Terms of Use

### Introduction

- Doto Universal LTD, operating under the brand name "Doto", is an International Business Company registered under the laws of Saint Lucia, with company registration number 2025-00369 (hereinafter, the "Company"/ "We" / "Our"). The Company is licensed to operate the website doto.com (hereinafter, the "website"). Your access to this website is subject to these terms and conditions, the privacy policy, cookie policy, disclaimers, and any other supplementary agreement(s) and/or documentation(s) provided to you by the Company.
- 2. The Company has a partner company, namely MWS FINANCIALS SERVICES LIMITED (registration number HE 422258, with registered office at Agias Fylaxeos 1, KPMG Center, Limassol, 3025, Cyprus), which provides content and perform operational management of the business of the Company.

#### Acceptance Of Terms

- 3. By accessing and/or using the website, as well as the services offered and provided through the website, ("the Services"), you (hereinafter "You"/ "User" / "Client") agree and accept to voluntarily and legally bind yourself to the terms and conditions and all other provided policies and disclosures made via the website, at any time, in any given location and in accordance to any other document(s) provided by the Company to you.
- 4. The Company reserves the right to suspend, block, modify, amend and/or cancel any access to the Website, or any part thereof, including the products and/or services so offered through the website, if there is reasonable justification for such action, or where there is concerns about unreasonable use, security, or unauthorized access or where you have breached any of these terms.
- 5. It is your responsibility periodically to review this page for updates to the terms, which shall come into effect once posted. Your continued use of the website will be deemed acceptance of the terms. If you do not agree to the terms, you must not use or access the website.

#### General Legal Information

6. It is understood that the website may offer access to a variety of resources and programs, such as but not limited to upload or download of areas, communication forum(s), and information, and as such, it is understood by you that software made





- 7. available to download from the Website services ("Software") is copyrighted work of the Company and/or the Companies suppliers, and as such the use of the software is governed by the license terms or relevant agreement, if any, which accompany or are included with the software ("License Agreement"). The Software is made available for download solely for the use by end users according to license agreement and/or client account agreement.
- 8. Any reproduction or redistribution or dissemination of the Software which is not in accordance with any agreement between you and the Company and/or supplier of the Company is expressly prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website and/or the user content. Nor may you use any network monitoring or discovery software to determine the website architecture, usage information, individual identities or users. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the website or the user content without the Company's prior written consent.
- 9. All materials, including software, information, videos, FAQs, (collectively "materials") that are made available through the website services are copyrighted works of the Company and/or its suppliers.
- 10. The Company reserves all other rights to the material not expressly granted under any license terms.
- 11. While using any of the materials you understand that you may not remove, modify, or tamper with any copyright notices, distribute the materials to third parties, including posting of materials on any networked computer for access by any other computer on the network, or broadcast the materials in any media or make any modifications to the materials.
- 12. The Company may have patents, patent applications, trademarks, copyrights, service marks, database rights, or other intellectual property rights covering subject matter in the materials, and/or any content of the website and services offered and provided through the website and as such the Company, by providing the materials to you, does not give you any license to these patents, trademarks, copyrights, or other intellectual property, unless Company does so expressly in writing. The Company is the owner and/or authorized user of all trademarks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the website, unless otherwise indicated.
- 13. All information, text, material, graphics, software and advertisements on the website are the copyright of the Company and/or its suppliers and licensors, unless expressly indicated otherwise by the Company.
- 14. Some materials available as part of the website services may be licensed to you by third





parties. The Company nor the third-party provider does not grant you any additional rights (express or implied) for such third-party materials. The Company does not claim ownership of any materials you provide to Company (including feedback and suggestions) or post, upload, input or submission to any of the website services for review, however by you posting, uploading, inputting, providing, or submitting to the Company, you are granting the Company and its affiliated companies, and relevant sublicensees permission to use your submissions in connection with any operation of the internet business, including without limitation the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your submission, to publish your name in connection with your submission and to sublicense such rights to any supplier of the website services.

- 15. The Company reserves the right to investigate complaint(s) or grievance(s) of the terms and to take any action or remedial measure(s) as company deems fit, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses, and traffic information.
- 16. The User is responsible to ensure compliance from User(s) end with regards to any bylaws, legislation, regulations, directives if any, as applicable in the User's country of residence. The User of the Website will be held responsible for any unauthorized use of the Website and/or any illegal act(s) related to/arising from use and/or access to this Website.
- 17. The User understands and agrees, that the Website is not a solicitation or inducement, to buy and/or is an offer to sell any product(s) and/or service(s) to any person(s) and/or entities, in any jurisdiction(s), where such product(s) and/or service(s) would be considered as unlawful or prohibited, under the laws of specific jurisdiction. In such cases, it is the User's responsibility to comply with such law(s) in the respective jurisdiction(s) and the User will hold the Company harmless from any and all consequence(s), damage(s), and/or liabilities that may occur as a result and/or arising from such prohibition(s).

Trading in financial instruments can result in both losses and as well as profits, and the investment(s) can also be lost. Prior to investing, the User must consider available resources, level of experience, and the risk(s) involved, and should obtain professional advice as necessary.

18. The Company may have restrictions where the Company will not be in a position to accept the client from certain jurisdictions due to regulatory restriction(s), applicable local legislation, and/or any AML regulatory requirement, including but not limited to FATF restrictions. The Company does not accept individuals from countries: United States of America, Mauritius, Burma, Crimea (Ukrainian region), DRC, Eritrea, Iran, Iraq,



Lebanon, Libya, North Korea, Somalia, Sudan, Syria, Yemen and Zimbabwe.

- 19. Additionally, the Company does not guarantee that access to the Website and/or any of the website services, so provided, will be available at all times, or in any jurisdiction at any specific time. The Company will not be held liable for any consequential, incidental, special, punitive, or exemplary damage(s) of whatsoever nature, arising out of any use and /or inability to use the Website, nor will the Company be held liable to the User for any lost profits, trading losses, damages that may result from the use and/or loss of use of the Website and/or third party content, any inconvenience and/or delay, including any loss resulting from a cause over which the Company has no control over, including failure in communication lines. By using this Website, the User agrees to indemnify and hold the Company, its officers, directors, employees, agents, and/or any third party providers, harmless from and against any and all claims, losses, liabilities, costs and expenses, (including but not limited to attorney's fees) arising from the use of the Website, and/or any violation of the terms and conditions.
- 20. The User understands that insider trading and any other form of market abuse is strictly prohibited and in the event the Company becomes aware of such occurrence, the Company reserves the right to immediately suspend the activities of the account(s) of such user/client. The Company furthermore, reserves the right to report such activity to the relevant authorities and to disclose the relevant information regarding such act(s), any suspicious and/or abusive use of the Website, the services and products and/or on any platform(s) so provided to the client/user through the Website.
- 21. You should not act, or refrain from acting solely on the basis of the material contained on this website. Your access to this website does not create an "adviser client relationship" between you and Company.

# Confidentiality And Data

- 22. All data provided through the Website is for informational and private use purposes only. You understand and agree to the privacy policy and cookie policy of the Company and all other disclosures, including risk disclosure(s). The User/Client may obtain the advice of independent investment, financial, legal and tax advisors, if necessary, before proceeding to any trading. All information and material provided through the website should not be read, interpreted or construed as providing any investment advice and/or solicitation by the Company or by any of the Company's directors, employees, affiliates, agents, service providers and/or licensors. This Website does not take into consideration any investment goals, financial situation and/or specific requirement of any user. Any person and/or entity should carefully consider their financial circumstances prior to entering into any transaction(s), investment(s) and/or agreement(s).
- 23. The User understands and consents to the storage and processing of data in accordance with applicable laws, and that the Company treats the data with strict confidentiality unless required to be disclosed to any supervisory body, competent authority, court



order, legal request/legal obligation subjecting the Company or the entities to make such disclosure.

- 24. It is the User's responsibility to keep any account number(s) and/or password(s) and/or login(s) confidential at all times. In case the User becomes aware of any unauthorized use of the passwords/logins, the User should immediately notify the Company. You are entirely responsible for maintaining the confidentiality of your password(s) and login(s), and for all activities that occur under your account(s). The User furthermore authorized the Company to act in good faith and on any instruction(s) sent to the Company from the user/clients authorized email address as held by the Company. You agree to notify the Company immediately of any unauthorized use of your account(s) or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your username, password, or account(s), either with or without your knowledge. You may not use anyone else's account at any time without the written permission of the account holder.
- 25. As a condition of your use of the website services, you will not use the website service for any purpose that is unlawful or prohibited by these terms and/or any other policy of the Company during the business relationship and following any business relationship. You may not use the website services in any manner that could damage, disable, overburden, or impair the Company's server, or any network connected to any server of the Company, or that could interfere with any other party's use and enjoyment of any website services. You may not attempt to gain unauthorized access to any website services, other accounts, computer systems or networks connected to any server or to any of the website services through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website services.
- 26. Please also refer to the Company's policy on Cookies and privacy policy statement for further information.

# Third Party Sites/Linked Sites And Limitation Of Liability

- 27. Access to the Website is provided on a "non-exclusive", "non-transferable" basis and is in compliance with the terms and conditions in addition to any other agreement(s) and policies provided by the Company.
- 28. This Website may contain hyperlinks to third-party websites, and as such, the Company shall not be held accountable for the content and/or accuracy of information of any of those websites, and as such the Company does not endorse the contents within websites, nor makes any representations, guarantees, or assurances, regarding any third-party website, service or product. These third-party websites are not in the Company's control. All such content, materials and related graphics, and the website services provided through the website are provided on an "AS IS" or "AS AVAILABLE" basis.



- 29. The Company does not provide any warranties and guarantees of any kind for the website and as such you agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, licensors, suppliers and any third party information providers from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of the terms by you.
- 30. The Company, its employee's, officers, directors, affiliates, agents, service providers and licensors does not warrant the accuracy, adequacy, completeness of the information of products and/or services in this website, and expressly disclaims all warranties, conditions and liability, whether express, implied or statutory, for any errors, interruptions, losses, damages, or inaccuracies in the information, products and/or services provided through the Website. In no event shall the Company or its suppliers be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in action of contract, negligence, or other tortious action arising out of or in connection with the use, access, or performance of the website services, any provision of or failure to provide the website services or any information available from the website services. The maximum aggregate liability of the Company for all proven losses, damages and claims arising out of the terms, including for breach, in negligence or in tort or for any other common law or statutory action is limited to an aggregate of all claims of \$100 (one hundred United States Dollars).

# Miscellaneous

- 31. Without restricting the generality of the foregoing, you may not make commercial use of the contents of the Website and/or include the contents of the Website in or with any other product(s) and/or service(s)that is created and/or distributed by the Company for your use, and you, as the user of the website and its services, may not copy, redistribute, modify, the contents of the Website to your own and/or another website, without obtaining the prior written permission from the Company.
- 32. In the event that any term or condition is deemed invalid or unenforceable, such term or condition will be declared invalid and excluded, however, the remaining provisions of these terms will remain binding, with the full force and effect.
- 33. You understand that you may submit to the Company any complaint and/or grievance, in accordance with the complaint policy, and you may contact the Company as per the contact details displayed on the Website.
- 34. These terms are effective unless terminated by the Company. In the event of termination of the website, you are no longer authorized to access the website, but all restrictions imposed on you and the disclaimers and limitations set out in the terms shall survive termination. Such termination shall not affect any legal right that may have accrued to the Company against you up to the date of termination.



35. Any translation(s) of the contents of the Website including product(s) and/or service(s) provided through the Website is made as a goodwill for the convenience of the Users. In the event of a dispute between the various language versions, the "English Version" of the Website shall prevail.

#### Applicable Law and Jurisdiction

- 36. The access and use of the Website is governed by the laws of Mauritius, and you submit to the non-exclusive jurisdiction of the Mauritius legal system and courts, or any of the applicable courts in any other jurisdiction as the case may be where the cause of action arose/may arise.
- 37. The Company and/or its suppliers retain all right, title and interest in and to the website and the website services, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights. The Company reserves all rights not expressly granted.
- 38. In the event you may have any query, you may forward such query to the following email address: <a href="mailto:info@doto.com">info@doto.com</a> or <a href="mailto:support-universal@doto.com">support-universal@doto.com</a> .

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