## ****QEI Terms of Service****

### ****Effective Date:**** [June 21, 2021]

### ****Last Updated:**** [February 11, 2024]

### ****Page 1: Introduction****

**Welcome to QEI's Terms of Service.**

These Terms of Service ("Terms") govern your access to and use of QEI’s website, platform, and services (collectively, "Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you must immediately cease using our Services.

QEI reserves the right to update these Terms at any time, and the most recent version will be available on our website. Your continued use of our Services after any changes indicates your acceptance of the updated Terms.

**Key Definitions**:

* "User" or "You" refers to any person or entity accessing or using QEI's Services.
* "QEI" refers to QEI and its affiliated entities.
* "Platform" refers to the website and other technology-based services provided by QEI.

### ****Page 2: Eligibility and Account Registration****

**1. Eligibility**

By using QEI's Services, you represent and warrant that you:

* Are at least 18 years of age or older, and have full legal capacity to enter into this agreement.
* Are not barred from using our Services under any applicable laws, including financial regulations.
* Will use the Services in accordance with these Terms and any applicable laws and regulations.

**2. Account Registration**

To access certain features of our Services, you may need to register for an account. During registration, you agree to provide accurate and complete information, and to keep this information updated. You are responsible for maintaining the confidentiality of your account login information and for all activities that occur under your account.

**3. Account Security**

You agree to immediately notify QEI of any unauthorized use of your account. QEI is not liable for any losses or damages caused by unauthorized access to your account. We recommend enabling two-factor authentication (2FA) for added security.

### ****Page 3: Use of Services****

**4. Permitted Use**

QEI grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services for your personal or business purposes, subject to these Terms. You agree not to use the Services for any unlawful purposes or in violation of these Terms.

**5. Restrictions**

You agree not to engage in any of the following prohibited activities:

* Reverse-engineering, disassembling, or attempting to derive the source code of our software or Services.
* Engaging in fraudulent activities, including but not limited to creating fake accounts or conducting unauthorized transactions.
* Distributing viruses, malware, or any other harmful software through our platform.
* Using automated systems such as bots, spiders, or scrapers to interact with QEI's platform without prior written permission.

**6. Changes to Services**

QEI reserves the right to modify, suspend, or discontinue any aspect of the Services at any time without prior notice. You acknowledge that QEI will not be liable to you or any third party for any such changes.

### ****Page 4: Fees and Payment****

**7. Fees**

QEI may charge fees for certain services, including but not limited to transaction fees, withdrawal fees, and account maintenance fees. All applicable fees will be disclosed before you initiate any transaction or service that incurs a fee.

**8. Payment Terms**

All fees must be paid in the currency specified by QEI. You agree to pay all charges or fees at the prices in effect when such charges are incurred. If QEI is unable to charge your chosen payment method, we reserve the right to suspend access to your account until payment is received.

**9. Refunds**

Refunds are only issued in cases where a service was not provided as described, and at QEI’s sole discretion. Any eligible refund will be processed in accordance with applicable financial regulations.

### ****Page 5: Trading Rules and Restrictions****

**10. Trading Rules**

All trades executed on QEI’s platform are subject to QEI’s trading rules, which are updated regularly and published on our website. By using the platform, you agree to adhere to these trading rules, including but not limited to position limits, margin requirements, and trading hours.

**11. Risk of Trading**

You acknowledge that trading in financial instruments, including cryptocurrencies, involves substantial risk. Prices can be highly volatile and may be affected by external factors such as market conditions, regulations, and political events. You agree that you fully understand these risks and that QEI is not liable for any losses incurred.

**12. Prohibited Trading Activities**

QEI strictly prohibits the following activities:

* Insider trading, market manipulation, and any other activities designed to unfairly influence the market.
* Engaging in wash trading, spoofing, or other forms of fraudulent trading.
* Using QEI’s platform for money laundering or any other illegal financial activities.

QEI reserves the right to investigate and take appropriate action, including account suspension, termination, and legal action, if you are found to be engaged in any prohibited trading activity.

### ****Page 6: Privacy and Data Protection****

**13. Privacy Policy**

QEI is committed to protecting your personal data in accordance with our Privacy Policy, which outlines how we collect, use, and share your information. By using QEI’s Services, you agree to our Privacy Policy, which is incorporated by reference into these Terms.

**14. Data Security**

We implement strict security measures to protect your personal information. However, no system is completely secure, and we cannot guarantee the absolute security of your data. You agree to notify QEI immediately of any security breaches or unauthorized access to your account.

**15. Data Retention**

QEI retains personal data for as long as necessary to provide the services you have requested or to comply with legal obligations. If you choose to delete your account, we may still retain certain data to comply with applicable regulations.

### ****Page 7: Intellectual Property****

**16. Ownership of Intellectual Property**

All content, software, and materials provided through QEI’s Services, including but not limited to text, graphics, logos, icons, images, data compilations, and software, are the property of QEI or its licensors and are protected by intellectual property laws.

You are not granted any right, title, or interest in any of the intellectual property, except for the limited right to use the Services in accordance with these Terms.

**17. License to Use Content**

You may use the content available on QEI’s platform solely for your personal or business use. You may not copy, reproduce, modify, distribute, or sell any part of the content without prior written consent from QEI.

**18. Trademark and Copyright Infringement**

If you believe your intellectual property rights have been infringed upon by users of our Services, please contact us with specific details, and we will take appropriate action.

### ****Page 8: Limitation of Liability****

**19. Limitation of Liability**

To the fullest extent permitted by law, QEI and its affiliates, officers, directors, employees, or agents will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of your use of the Services, even if QEI has been advised of the possibility of such damages.

This includes, without limitation, loss of profits, trading losses, or damages resulting from system failures, unauthorized access, or interruptions to the platform.

**20. Liability Cap**

In any event, QEI's total liability to you for all claims arising out of or related to these Terms or your use of the Services will not exceed the total amount of fees paid by you to QEI over the past 12 months.

### ****Page 9: Indemnification****

**21. Indemnification**

You agree to indemnify and hold harmless QEI, its affiliates, officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to:

* Your use or misuse of the Services.
* Your violation of these Terms.
* Any disputes or issues arising between you and any third-party, including other users of the platform.
* Your violation of any applicable law or regulation.

QEI reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with QEI in asserting any available defenses.

### ****Page 10: Termination****

**22. Termination of Services**

QEI may suspend or terminate your access to the Services at any time, without notice, for any reason, including but not limited to violations of these Terms, illegal activity, or inactivity of your account.

You may terminate your account at any time by following the account deletion process outlined in your account settings. Upon termination, you will lose access to your account, and any remaining funds will be returned to you in accordance with applicable laws.

**23. Consequences of Termination**

Upon termination, all rights granted to you under these Terms will immediately cease. Any provisions that, by their nature, should survive termination (such as liability, indemnification, and dispute resolution) will remain in effect.

### ****Page 11: Governing Law and Dispute Resolution****

**24. Governing Law**

These Terms are governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

**25. Dispute Resolution**

In the event of any disputes arising out of or relating to these Terms, you agree to first attempt to resolve the dispute informally by contacting QEI. If the dispute is not resolved within 30 days, it will be subject to binding arbitration in accordance with the rules of [Insert Arbitration Body], and the arbitration will take place in [Insert Location].

Any arbitration award may be enforced in any court of competent jurisdiction.

### ****Page 12: Miscellaneous****

**26. Severability**

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will continue in full force and effect.

**27. Waiver**

QEI’s failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

**28. Entire Agreement**

These Terms, along with our Privacy Policy and any other legal notices or agreements published on the QEI website, constitute the entire agreement between you and QEI concerning your use of the Services.

**29. Contact Information**

For any questions or concerns regarding these Terms, please contact us at:

* **Email**: [admin@qeiquantization.com]
* **Mailing Address**: [1995 Broadway, New York, NY 10023, USA]