

Terms of Use

By accessing or using the MDK website, the MDK service, or any applications (including mobile applications) (together referred to as the "Service") made available by MDK TECHNOLOGIES LTD incorporated in Cyprus with company registered number HE 383998 whose registered office is at Achaion 35, 5th floor, Flat/Office 17, Agios Andreas, 1101, Nicosia, Cyprus, (hereinafter: «MDK» «we» «our» or «us») however accessed, you agree to be bound by these terms of use (hereinafter referred to as the "Terms of Use" or Terms). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

1. Who may use the Services

You must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our Privacy Policy describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by MDK and its affiliates.

3. Your account

To use certain features of our Services, you may be required to create a MDK account (an "Account") and provide us with a username, password, and certain other information about yourself as set forth in the Privacy Policy.

You are solely responsible for the information associated with Your Account and anything that happens related to Your Account. You must maintain the security of your Account and promptly notify MDK if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with the Services.

4. Content

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness,

truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete or remove Your Content at any time and for any reason, including for a violation of these Terms or if you otherwise create liability for us.

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for MDK to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by MDK, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant MDK the license described above.

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users like you ("Third-Party Content"). Third-Party Content is not under our control, and we are not responsible for any of their websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Your Content.

5. Inappropriate content

If someone else might own the copyright to the Content, don't publish it. Don't publish gore, "hate speech" (i.e. demeaning race, gender, age, religious or sexual orientation, etc.), or material that is threatening, harassing, defamatory, or that encourages violence or crime. Don't publish illegal content such as child porn or nonconsensual ("revenge") porn. Don't hotlink to adult content or to file-sharing, gambling, torrent, warez, or rip-off sites. Don't impersonate someone else. Also, don't use our Services to host image libraries you link to from elsewhere, content for your website, advertising, avatars, or anything else that turns us into your content delivery network. If you do – and we will be the judge – or if you do anything illegal, in addition to any other legal rights we may have, we will ban you along with the site you're hotlinking from, delete all your content, report you to the authorities if necessary, and prevent you from viewing any content hosted on our Services.

6. Use of the Services

You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for MDK granting you access to and use of the Services, you agree that MDK and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services:

1. Create or submit Content that attempt to circumvent any content-filtering techniques we use;
2. Use the Services to violate applicable law or infringe any person or entity's intellectual property or any other proprietary rights;

3. Attempt to gain unauthorized access to another user's Account or to the Services (or to other computer systems or networks connected to or used together with the Services);
4. Upload, transmit, or distribute to or through the Services any computer viruses, worms, or other software intended to interfere with the intended operation of a computer system or data;
5. Use the Services to harvest, collect, gather or assemble information or data regarding the Services or users of the Services except as permitted in these Terms or in a separate agreement with MDK;
6. Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
7. Intentionally negate any user's actions to delete or edit their Content on the Services; or
8. Access, query, or search the Services with any automated system, other than through our published interfaces and pursuant to their applicable terms.

MDK gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by MDK, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the Cyprus and foreign countries. Nothing in the Terms gives you a right to use the MDK name or any of the MDK trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of MDK and its licensors. Any feedback, comments, or suggestions you may provide regarding MDK, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

You may end your legal agreement with MDK at any time by deactivating your accounts and discontinuing your use of the Services.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe:

1. you have violated these Terms,
2. you create risk or possible legal exposure for us;
3. your account should be removed due to unlawful conduct;

4. your account should be removed due to prolonged inactivity;
5. our provision of the Services to you is no longer commercially viable.

We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5 and 6. If you believe your account was terminated in error you can file an appeal.

7. Intellectual property

MDK respects the intellectual property of others and requires that users of our Services do the same. We have a policy that includes the removal of any infringing materials from the Services and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers. If you believe that anything on our Services infringes a copyright that you own or control, you may notify MDK.

8. Moderator

Moderating is an unofficial, voluntary position that may be available to users of the Services or some person appointed by MDK. We are not responsible for actions taken by the moderators. We recognize that moderation can take some work, so we may change the features or abilities associated with moderating from time to time without prior notice. We reserve the right to revoke or limit a user's ability to moderate at any time and for any reason or no reason, including for a breach of these Terms.

9. Coins

Coin (-s) is the internal currency that can be used by you only inside MDK ecosystem. You may both receive and alienate coins by any means that is available by MDK ecosystem.

Coins may be received by you from other users of MDK ecosystem or you may purchase Coins or you may exchange partners tokens for Coins.

10. Limitations of Liability

By using the Services you agree that MDK, its affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

11. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the Effective Date above. If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account (if you have chosen to provide an email address) or by otherwise providing notice through our Services. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

12. Miscellaneous

These Terms constitute the entire agreement between you and MDK TECHNOLOGIES LTD incorporated in Cyprus with company registered number 383998 whose registered office is at Achaion 35, 5th floor, Flat/Office 17, Agios Andreas, 1101, Nicosia, Cyprus regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be illegal, invalid or unenforceable, the rest of the Terms will remain in effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign these Terms at our sole discretion.