

# **Rev Play Project License Agreement**

Last Updated: September 1, 2023

## **1. Introduction**

This license agreement ("Agreement") sets forth the terms and conditions under which you ("User") may access and use the "Rev Play" project ("Project"), which utilizes the Deriv API ("API"). By accessing and using the Project and the API, the User agrees to comply with the terms and conditions set forth in this Agreement.

## **2. Use of the Project and API**

### **2.1. Authorized Use**

The User is entitled to use the Project and the API for lawful purposes, including commercial purposes, provided that they comply with all applicable laws and regulations. Commercial use must be legitimate and not infringe upon any intellectual property rights or violate any laws. The User shall continue to abide by all provisions of this Agreement, whether the use is for non-commercial or commercial purposes.

### **2.2. User Responsibility**

The User acknowledges that the Project is used to create contracts on volatile indices using the Deriv API and is aware of the risk of financial loss when participating in such contracts. The User agrees that Rev Play is not and will not be liable for any financial loss, whether due to technical failures, unforeseen events, or market fluctuations.

### **2.3. Access Credentials**

The User must obtain their own access credentials for the Deriv API and is responsible for keeping them secure and confidential.

## **3. Intellectual Property**

### **3.1. Property Rights**

The Project and the API, along with Rev Play services, are the property of Rev Play and are protected by intellectual property laws. The User acknowledges that they have no right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works, transfer, or sell the Project or the API, nor to access them in a manner that infringes upon the intellectual property rights of Rev Play.

## **4. Limitation of Liability and Disclaimer**

### **4.1. "As Is" Use**

The User acknowledges that the Project and the API are provided "as is," and Rev Play does not guarantee their availability, accuracy, or reliability.

### **4.2. Liability**

Rev Play shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of the Project or the API, including but not limited to financial losses. The User agrees to use the Project and the API with caution and at their own risk.

### **4.3. Legal Costs and Expenses**

The User agrees to be responsible for all legal costs, attorney fees, and any other expenses associated with any legal dispute, claim, or action arising from their use of the Project and the API.

## **5. Changes to the Terms**

Rev Play reserves the right to modify the terms and conditions of this Agreement at any time. Changes will become effective upon being posted on the Project's website. The User should periodically review the updated terms.

## **6. Termination**

Rev Play reserves the right to suspend or terminate the User's account and access to the Project and the API in case of a breach of this Agreement.

## **7. Applicable Law**

This Agreement shall be governed and interpreted in accordance with the laws of UE, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the courts of UE.

## **8. Contact**

If you have any questions or concerns regarding this Agreement, please contact Rev Play at [rev\\_play@outlook.com](mailto:rev_play@outlook.com).

## **9. Privacy and Personal Data Protection**

### **9.1. Data Collection**

Rev Play may collect personal data from the User in accordance with its Privacy Policy for the operation of the Project and the API. The User agrees that Rev Play may use this data in accordance with its Privacy Policy.

### **9.2. Data Protection**

Rev Play will implement reasonable measures to protect the User's personal data and ensure its security. However, the User acknowledges that the security of online information cannot be guaranteed 100%.

## **10. Suspension and Termination**

### **10.1. Suspension for Breach**

Rev Play reserves the right to suspend the User's account, with or without prior notice, in the event of a breach of this Agreement, including but not limited to illegal activities, misuse of the API, or any other violation of the terms and conditions established herein.

### **10.2. Termination for Convenience**

Rev Play also reserves the right to terminate this Agreement and the User's account at any time for any reason. In the case of termination for convenience, Rev Play will provide prior notice to the User.

## **11. Changes to the Service**

Rev Play reserves the right to make changes to the Project and the API at any time, which may include updates, scheduled maintenance, or changes in features. The User agrees that Rev Play will not be responsible for any interruption or loss caused by such changes.

## **12. Disclaimer of Warranties**

The User acknowledges and agrees that the Project and the API are provided "as is," and Rev Play makes no warranties of any kind, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

## **13. Indemnification**

The User agrees to indemnify and hold Rev Play, its employees, directors, and affiliates, harmless from any claims, damages, or liabilities arising from their use of the Project and the API, including associated legal costs.

## **14. Dispute Resolution**

Any dispute related to this Agreement shall be resolved through mediation or arbitration in accordance with the laws of EU. The parties commit to cooperate in good faith in the resolution of any dispute before resorting to legal actions.

## **15. Communications and Notifications**

All communications and notifications between the parties shall be conducted through the contact information provided by the User upon registration in the Project. The User is responsible for keeping their contact information up to date.

## **16. Mandatory Disclosures**

The User agrees to make accurate and complete disclosures of any conflicts of interest, commercial interests, or other relevant information before using the Project and the API.

## **17. Legal Matters**

This Agreement is governed and interpreted in accordance with the laws, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Rev Play declared. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or verbal agreements related to the Project and the API.

By using the Project and the API, the User accepts the terms and conditions of this Agreement.