

OG Terms and Conditions

Last Updated: 10 June 2026

1. Introduction

- 1.1. These Terms and Conditions of Use (“**Terms**”) apply to your use of the OG.com website (the “**Site**”), the OG mobile application (the “**App**”), their respective services and features, and all related app, websites, and web-based software applications (collectively (including the Site and the App) “**Services**”). The Services expressly exclude Third-Party Services (as defined in Section 2.1, below).
- 1.2. These Terms form an agreement between you and Foris Capital MU Limited (together with its affiliates “**OG**”, “**we**”, “**us**”, or “**our**”, as the context dictates), which is the provider of the Services, and they include important provisions for resolving disputes through arbitration. You and we are collectively the “**Parties**” and each a “**Party**”.
- 1.3. Our Privacy Policy explains how we collect and use personal information and can be found [here](#), which may be updated from time to time. Please note that by using the Third Party Service (as defined in Section 2.1 below), you are also subject to the privacy policy of that entity, which can be found [here](#).
- 1.4. Our Risk Disclosure Statement describes the principal risks of using the Third Party Services (as defined in Section 2.1 below) and can be found [here](#), which may be updated from time to time. **You should read the Risk Disclosure Statement carefully to ensure you acknowledge and understand and accept the risks before trading.**
- 1.5. By using our Services, you agree to these Terms and the terms of the Third-Party Providers (as defined in Section 2.1, below). These Terms supersede and override all prior terms and conditions and agreements pertaining to your use of the Services. **You acknowledge and agree that you have fully read, understood and accepted these Terms, the terms of the Third-Party Providers, our Privacy Policy, and our Risk Disclosure Statement prior to using any Services.**

2. Our Services

2.1. Third-Party Services

The Services provide an interface for you to access certain products and services (“**Third-Party Services**”) provided by third-party service providers (“**Third-Party Service Providers**”) in accordance with their terms and conditions, membership agreements, and rulebooks. The

Third-Party Services include access to a U.S. Commodity Futures Trading Commission (“CFTC”) designated contract market (“DCM”) provided by North American Derivatives Exchange, Inc. (“NADEX”) through a CFTC-registered futures commission merchant, Foris DAX FCM LLC (“FCM”).

WE DO NOT PROVIDE ANY OF THE UNDERLYING THIRD-PARTY SERVICES.

Third-Party Services are subject to their own terms, and we are not responsible for them. You must apply for and be approved to access the Third-Party Services by the Third-Party Service Providers, at their sole discretion. Your creation of an account on our Services does not guarantee access to the Third-Party Services.

2.2. Accessing the Services

- (a) You agree to create an account (“**Account**”) and wallet (“**Wallet**”) to access the Services only through the Site or the App.
- (b) You are responsible for all matters relating to your Account on the Services and for ensuring that all uses thereof comply fully with these Terms. You are responsible for protecting the confidentiality of your Account.
- (c) You understand and agree that access to the Services does not guarantee access to any of the Third-Party Services.
- (d) Not all Services described in these Terms are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such Services to any person or in any location. Any offer of a Service in these Terms shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under these Terms without losing them.

2.3. Your Wallet

- (a) The Wallet allows you to access, load, deposit, store, withdraw or transfer USD Funds in your Account in order to use the Services. Subject to the limitations set forth in these Terms, you may use your Wallet to: (1) add USD Funds to your Wallet; and (2) transfer Funds to the FCM, which in turns transfers such funds to NADEX in an omnibus customer segregated account for the trading, clearing and settlement of products on NADEX. You agree that you will use your Wallet solely for your own personal use and not for any business or commercial purposes.
- (b) Wallet Top-Up

- (i) You may add USD Funds to your Wallet at any time. You agree to meet identification requirements to complete value load transactions as may be required from time to time.
 - (1) You may deposit USD Funds to your Wallet by wire transfer using your bank's portal. Only wire transfers initiated from your bank account are accepted.
 - (2) You may also add USD Funds to your Wallet via debit card, Apple Pay, Google Pay, or PayPal facilitated by our affiliates and/or third party service providers. For more information on how to do this, please refer to our FAQ pages [here](#). We reserve the right to change the fees and limits stated in the aforementioned FAQ pages, from time to time in accordance with Applicable Law.
 - (3) Cash and check deposits are not accepted.
- (ii) We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability of any of the above top-up methods caused by any third-parties, and which are not within our control. If your Wallet top-up is not successful for any reason (including where we and/or our third-party payment processing service providers detect potential fraud) you authorize us, in our sole discretion, to void the transaction. In such a scenario, your USD Funds will not be deducted from the original payment instrument.
- (iii) We reserve the right to cease any of the above methods of Wallet top-up at our sole discretion without notice to you where allowed by applicable law. You shall be responsible for any fees charged by your payment card issuer relating to your Wallet top-up. If you are in doubt, please check with your payment card issuer prior to executing a Wallet top-up.
- (c) Each time you initiate a transaction, you authorize us to deduct the USD Funds available in your Wallet by the amount of the transaction and all associated fees. You are not allowed to initiate a transaction that exceeds the available amount in your Wallet through an individual transaction or a series of transactions (creating a "**Negative Balance**"). Nevertheless, if any transactions cause the balance in your Wallet to go negative, you shall remain fully liable to us for the amount of any Negative Balance and any corresponding transaction fees. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Account if you create one or more negative balances in your Wallet.

- (d) We reserve the right, in our sole discretion, to limit your use of the Wallet, including canceling, reversing, suspending, limiting or prohibiting any suspicious or questionable transactions. We may refuse to issue a Wallet, revoke related privileges or incentives or cancel your Wallet with or without cause or notice, other than as required by applicable law.
- (e) If you would like to cancel the use of your Wallet, you may do so by emailing contact@og.com. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Wallet. Our cancellation of related privileges will not otherwise affect your rights and obligations under these Terms. If we cancel or suspend your Wallet with remaining balance through no fault of yours, you will be entitled to a refund in the amount of the remaining balance at no charge.
- (f) For transfers made via the Wallet, the receipt will be available via the OG App and Site. You should keep track of the amount of USD Funds available in your Wallet. You may obtain information about your USD Funds and the 24-month transaction record of your Wallet by checking on your linked OG.com App or Site. You also have the right to obtain a 24-month written history of your Wallet transactions by emailing us at contact@og.com.
- (g) Preauthorised Payments
 - (i) If you have told us in advance to make regular payments with your Account, you can stop any of these payments by emailing us at contact@og.com in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If we do not receive your request at least three (3) business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop-payment request.
 - (ii) Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one specific payment only. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in these Terms or required by law. If these regular payments may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. Please note that the person you are going to pay may give you the option of receiving notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- (h) We may place customer Wallet funds in permissible investments with one or more other financial institutions in accordance with Applicable Law. For clarity, we have no ownership of USD Funds in your Wallet, and our only control of or discretion over USD Funds in your Wallet is to execute your instructions and to choose how and where your USD Funds are placed, including whether such USD Funds are placed in third-party licensed custodial safeguarding institution(s) or in permissible investments. You will not receive any interest on your USD Funds, including any financial returns on any such funds placed in permissible investments.

2.4. Custody and safeguarding of your USD Funds

- (a) When you deposit USD Funds into your Wallet, your USD Funds will be reflected in your trading balance denominated in USD (the "**Trading Balance**"). Your Trading Balance represents the value of your deposited USD Funds and is the balance available for use in connection with the Services.
- (b) The USD Funds in your Wallet are held by us or our affiliates on your behalf in a ringfenced, pooled, designated account, which is segregated from our own proprietary accounts. We may, and you hereby authorize us to, hold your USD Funds with a third-party licensed custodial safeguarding institution(s).
- (c) Such a designated account includes USD Funds of all Foris Capital MU Limited users but your identity and your share of the USD Funds in the pooled account shall be maintained in our independent records at all times, which we may make available to our custodial safeguarding institution(s).
- (d) In the event of our, or our custodial safeguarding institutions', insolvency, your USD Funds cannot be used for the payment of our, or our custodial safeguarding institutions', debts, and your right and ability to recover your USD Funds from us, or directly from our custodial safeguarding institution(s), will not be affected.
- (e) You agree and authorize us to redeem any USD Funds from our custodial safeguarding institution on your behalf, and you also agree and authorize us to transfer such USD Funds to another custody account with a replacement custodial safeguarding institution at our discretion in line with Applicable Laws.
- (f) No lien over or security interest shall be created in the USD Funds held by us on your behalf by us or by our custodial safeguarding institution(s).
- (g) We may, from time to time and in its sole discretion, modify the method by which your USD Funds are safeguarded, or the entities, custodial safeguarding institution(s) or service providers involved, with or without prior notice to you.

2.5. Rewards

As part of the Services, you may be entitled to receive rewards, cashback, bonus or pay-out for any incentive programmes (“**Rewards**”) offered by Foris Capital MU Limited or its affiliates from time to time, as determined by the applicable terms and conditions.

Foris Capital MU Limited has the sole discretion (i) to determine whether Rewards shall be granted to you or whether you shall be eligible for any refund; and (ii) to cancel, terminate, suspend, modify or replace any Rewards program at any time, with or without prior notice to you.

2.6. Grant of License to Use Services

Subject to your continuing compliance with these Terms at all times, we grant to you a limited, revocable, nontransferable, non-sublicensable, non-exclusive license to use the Services insofar as owned by, operated by, or licensed through us. All other rights not expressly granted to you are reserved. Any failure by you to comply with these Terms automatically results in the revocation of all licenses hereby granted.

2.7. Reservation of Rights

We reserve the right, in our sole discretion, for any reason or no reason, and without incurring any liability to you, to:

- (a) Update, change, remove, cancel, suspend, interrupt, disable, or restrict access to or discontinue the Services or change any features, component, or content thereof,
- (b) Update, change, remove, cancel, suspend, interrupt, disable, restrict, or discontinue your access to any of the Third-Party Services accessible through the Services,
- (c) Revoke, repurpose, reallocate, reassign, remove, or modify handles or identifiers associated with your Account, such as any usernames, user handles, avatars, or Account IDs,
- (d) reverse, cancel, clawback, change any terms or refuse to honour any reward, bonus or pay-out for any incentive programmes regardless of your entitlement,
- (e) Suspend, restrict, and/or terminate your access to any or all of the Services and to deactivate your Account, including without limitation:

- (i) where we determine in our sole discretion that we are required to do so by applicable law,
- (ii) upon suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms,
- (iii) upon suspicion that your Account has been compromised,
- (iv) upon suspicion that the Services are being used in a fraudulent or unauthorized manner, and
- (v) for any other reason that we deem appropriate in our sole discretion, or for no reason.

In the event that use of the Services is refused or suspended, you acknowledge that you may not be able to use or have access to your Assets. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Foris Capital MU Ltd and the Third-Party Service Providers from any loss, claim, expense, liability, and any other legal or monetary consequences that arise out of or relate to the Services, including without limitation any unauthorized use of the Services, and all uses associated with an ineligible user.

3. User Eligibility and Representations

3.1. Eligibility

The Services are available to you only if you meet all of the following eligibility criteria (the “**Eligibility Criteria**”):

- (a) You are at least the age of majority if you reside in the U.S. or its territories, or at least 18 if you reside outside the U.S.
- (b) You do not reside in and do not attempt to access the Services from a Prohibited Jurisdiction. The “**Prohibited Jurisdictions**” may be updated from time to time at our sole discretion and currently include without limitation: (i) Cuba, (ii) Iran, (iii) North Korea, (iv) Russia, (v) Syria, (vi) the regions of Crimea, Donetsk, and Luhansk in Ukraine, and (vii) any jurisdiction subject to United States government sanctions and embargo programs as maintained and updated from time to time by the Office of Foreign Assets Control (OFAC).
- (c) You register for an account in accordance with the registration instructions and requirements, and your registration is approved.

- (d) You are not in breach of any part of these Terms.

If you do not meet each and all of the Eligibility Criteria, then immediately discontinue using our Services. Each time you access and use the Services, you are affirming that you meet and continue to meet all of the Eligibility Criteria.

3.2. User Representations

By using the Services, you represent and warrant that:

- (a) all registration information you submit to us and the Third-Party Service Providers are true, accurate, current, and complete;
- (b) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (c) you have the legal capacity to agree to these Terms and you agree to comply with these Terms;
- (d) you meet all the Eligibility Criteria;
- (e) you will not access the Services or any of the underlying Third-Party Services through automated or non-human means, whether through a bot, script, or otherwise;
- (f) you will not use the Services or any of the underlying Third-Party Services for any illegal, fraudulent, or unauthorized purpose or otherwise engage in any Prohibited Activities (as defined below); and
- (g) your use of the Services and the underlying Third-Party Services will not violate any applicable laws.

3.3. Geographic restrictions

Access to the Services is subject to geographic restrictions. We may at any time restrict, suspend, or discontinue the Services in any jurisdiction (or to any user) for any reason, including in response to regulatory or legal considerations. You are responsible for ensuring that your use of the Services is, and remains lawful despite changes to any applicable laws, your domicile and circumstances. Failure to do so shall be deemed a breach of contract, giving rise to our right to seek any damages, immediately terminate the Services or other services provided to you, and/or to seek any other remedy available to us under these Terms and/or any applicable laws.

4. Fees

- (a) Your use of the Services may be subject to certain fees, which will, if applicable, be debited from your Wallet. The list of applicable fees are set out in [Fees & Limits](#), and may be updated by OG from time to time.
- (b) All applicable fees listed on the App and the Site are exclusive of any applicable taxes and the actual fee charged will be increased to account for any such applicable taxes.

5. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. You may not access or use the underlying Third-Party Services in any manner that violates their terms of use, as determined by the Third-Party Service Providers in their sole discretion. Specifically, you agree not to (and shall not authorize, allow, permit, assist, or aid any other party to):

- (a) perform illegal, unlawful or immoral activities under, or otherwise violate, any applicable law (including but not limited to money laundering, terrorism financing, and/or fraudulent activities);
- (b) deposit with any Third-Party Service Provider any funds or assets that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity;
- (c) interfering with or disrupt the Services or Third-Party Services, including circumventing or disabling any applicable usage limits, safeguards, or security measures;
- (d) systematically retrieve data or other content from the Services or Third-Party Services to create or compile, directly or indirectly, a collection, compilation, database, or directory for any purpose;
- (e) trick, defraud, or mislead us or others, including in any attempt to learn sensitive account information such as user account credentials;
- (f) disparage, tarnish, or otherwise harm, in our opinion, us, the Services, the Third-Party Services, and/or the Third-Party Service Providers;
- (g) make improper use of our support services or submit false reports;
- (h) violate or breach obligations to third parties;
- (i) engage in unauthorized framing of or linking to the Services or Third-Party Services;

- (j) upload, transmit, or distribute (or attempt to do so) any virus, Trojan horse, malware, or other material that interferes with any party's uninterrupted use and enjoyment of the Services or Third-Party Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services or Third-Party Services;
- (k) engage in any automated use of the Services or Third-Party Services, such as using scripts, bots, data mining tools, or similar data gathering and extraction tools;
- (l) delete any disclaimer or copyright or other proprietary rights notice posted anywhere within the Services or Third-Party Services;
- (m) interfere with, disrupt, or create an undue burden on the Services or Third-Party Services or their underlying or supporting network, system, security, and/or other infrastructure;
- (n) harass, annoy, intimidate, bully, or threaten any of our or any of the Third-Party Service Providers' employees or agents;
- (o) copy or adapting the Services' or Third-Party Services' software, including but not limited to their code;
- (p) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services or Third-Party Services; and
- (q) any other activity that we may deem to be prohibited in our sole discretion.

6. Intellectual Property

The OG trademarks and logos, and any other logos, service marks, product names, and other proprietary indicia used in the Services are either our property or the property of third-party licensors who have licensed such rights to us (collectively the "**Marks**"), and the intellectual property rights in and to the Services are also either our property or the property of third-party licensors. As between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the Marks, Services, and all intellectual property related thereto. Other than the license expressly granted to you in these Terms on the terms and conditions stated herein, no other rights are granted to you in respect of the Marks or Services. No part or parts of the Services may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works, or otherwise used or commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

7. Disclaimer of Warranties

OUR SERVICES AND ACCESS TO THIRD-PARTY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES OR THIRD-PARTY SERVICES; AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, TIMELINESS, QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES OR ACCESS TO THIRD-PARTY SERVICES WILL BE UNINTERRUPTED, ACCURATE, OR ERROR FREE.

8. Limitation of Liability

WE TAKE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY US, THE SERVICES, OR THE THIRD-PARTY SERVICES. IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, REPRESENTATIVES, VENDORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED U.S. DOLLARS (USD \$100). CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS IN THESE TERMS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

AS SET FORTH MORE FULLY IN SECTION 9 BELOW, THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON

AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY PERSON CANNOT AND MAY NOT AFFECT ANY OTHER PERSON.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

THE FOREGOING DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE IN SECTIONS 6 AND 7 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

9. Indemnity

You agree to defend, indemnify, and hold harmless, us, our affiliates, and all of our respective directors, officers, owners, agents, partners, employees, advisors, and representatives from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, arising out of or in connection with: (1) your use of the Services; (2) your access to and/or use of the Third-Party Services; (3) your breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights, privacy rights, or contract rights; or (6) any harmful act you have committed toward any other person. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use commercially reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

10. Privacy and Security

Please review our Privacy Policy [here](#). Please note that by using the Services, you are also subject to the privacy policy of the entity providing Third Party Services, which can be located [here](#) (collectively the "**Privacy Policies**"). By using the Services, you acknowledge that you have read and understood the Privacy Policies and that they govern how we will use your data. Our Privacy Policy is hereby incorporated into these Terms by reference. Please be advised the Third-Party Services are hosted in the U.S. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure

that differ from applicable laws in the U.S., then through your continued use of the Services, you are transferring your data to the U.S., and you expressly consent to have your data transferred to and processed in the U.S. for the purpose of your using the Services and our providing the Services to you.

11. Confidentiality

We may disclose information about your Account or the transactions you make using your Account to the FCM or other third parties: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Account for a third party, (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give us your written permission; (5) to our bank's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Notice.

12. General Terms

12.1. Amendment to These Terms

These Terms may from time to time be updated or amended in our sole discretion. We will post any such updates in the App or on our Site. Such updated Terms as posted will take effect immediately unless otherwise indicated, but will not apply retroactively. You should regularly check the App and our Site to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Services without prior notice. By continuing to use the Services after any such change, you are indicating your acceptance of the updated or amended Terms. If you do not agree with any such change or amendments, your sole and exclusive remedy is to terminate your use of the Services and close your account.

12.2. Transfer; Assignment; Delegation

These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned, or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of our affiliates or to any successor in interest of any business associated with us and/or the Services. Any attempted transfer or assignment in violation hereof shall be null and void.

12.3. Severability

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision

shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable laws.

12.4. Entire Agreement

These Terms, including all documents incorporated herein by reference, constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

12.5. No Waiver

The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any Party shall not be construed as a waiver of any of the other rights of that Party arising out of the breach or any subsequent breach of any of these Terms, and no right, power, or remedy conferred upon or reserved for any Party in these Terms is exclusive of any other right, power or remedy available to that Party and each such right, power, or remedy shall be cumulative.

12.6. Translations

These Terms are set forth in the English language and all communications related to these Terms and the Services, including any notices or information being transmitted, shall be in English. To the fullest extent permitted by applicable law, in the event these Terms or any part of it are translated (for any proceedings, for your convenience, as required by law, or otherwise) into any other language, the English language text of these Terms shall prevail to the extent of any conflict or inconsistency between the English version and the translated version.

12.7. Electronic Communications and Signatures

Visiting the Services, sending us emails or chats, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS. You hereby waive any rights or

requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

12.8. Third-Party Beneficiaries and Rights

Other than our affiliates, a person who is not a party to these Terms has no right to enforce any of these Terms. Notwithstanding the foregoing or anything herein to the contrary, these Terms shall apply to your heirs, assigns, guardians, agents acting under a valid power of attorney, personal representatives, executors, and other fiduciaries

12.9. Governing Law and Dispute Resolution

Please read this Section carefully because it requires you to arbitrate certain disputes and claims and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

- (a) These Terms are governed by and shall be construed in accordance with the substantive laws of the State of Florida, United States, without regard to any choice or conflict of laws rules.
- (b) Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered by the National Futures Association and the Code of Arbitration (“Code”) in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be the law of the State of Florida. The seat of arbitration shall be in Miami-Dade County, Florida or as otherwise determined by the National Futures Association in accordance with the Code. Any arbitration commenced pursuant to this Clause shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place pursuant to the Code. You and we clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of these Terms, and which rules to apply in the arbitration pursuant to the provisions in this Section.
- (c) This agreement to arbitrate disputes includes, but is not limited to, any and all claims for relief and theories of liability between you and us, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state, federal, or other

applicable statutes; claims for fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with us, and/or any interactions between you and us. If there is a final judicial determination that applicable law precludes enforcement of this sub-clause's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

- (d) You agree that any dispute with us, including but not limited to disputes arising out of or related to these Terms or our Services, is personal to you and us and that any dispute will be resolved solely through individual action and will not be brought as a class arbitration, class action, or any other type of representative proceeding.
- (e) For any dispute or claim that you have against us or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact us and attempt to resolve the claim informally by sending a written notice of your claim to us by certified mail addressed to OG.com, Attn: Legal Dept., Silicon Avenue, 40 Cybercity, The Cyberati Lounge, Ground Floor, The Catalyst Ebène, Mauritius.
- (f) Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the date you first accepted these Terms, arising from or in connection with your use of the Services.