

## **OG Terms and Conditions**

Last Updated: 14 January 2026

### **1. Introduction**

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). These Terms form an agreement between you and OG Markets Limited, a company formed in the British Virgin Islands (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**”.

Our Privacy Policy explains how we collect and use personal information and can be found at:  
<http://og.com/privacy/usa>.

By using our Services, you agree to these Terms. 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 and understood these Terms and our Privacy Policy prior to using any Services.

### **2. Our Services**

#### **2.1. The 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**”) and ancillary supporting financial services provided by Foris DAX, Inc. (“**FDI**”). **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. 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.

#### **2.3. Accessing the Services**

##### **2.3.1. You agree to create an account to access the Services (“**Account**”) only through the Site or the App.**

- 2.3.2. 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.
- 2.3.3. You understand and agree that access to the Services does not guarantee access to any of the Third-Party Services.

#### 2.4. 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, reassigned, remove, or modify handles or identifiers associated with your account, such as any usernames, user handles, avatars, or account IDs,
- d) 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.

### 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 21 if you resident 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.

### **4. 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;
- q) any other activity that we may deem to be prohibited in our sole discretion.

## **5. 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.

## **6. 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 OTHER WISE) 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.

## **7. 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 TERM 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.

## **8. 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.

## **9. Dispute Resolution; Binding Arbitration; Class Waiver**

**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.**

### **9.1. No Representative Actions; Class Waiver**

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.

### **9.2. Arbitration of Disputes**

Except for (i) small claims disputes in which you or we seek to bring an individual action in small claims court located in the jurisdiction of your residence, as determined by the records maintained by us for your account or public records reasonably satisfactory to us, or (ii) disputes in which you or we seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you hereby waive your rights to a jury trial and to have any dispute resolved in court. 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, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, state and federal statutes relating to the collection of personal and/or biometric data; claims for common law 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 paragraph'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.

### **9.3. Notice Requirement**

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 ("Notice") to us by certified mail addressed to [OG.com](mailto:OG.com), Attn: **Legal Dept., 110 N. College Ave., Ste. 500, Tyler, TX 75702**. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. We shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and we cannot reach an agreement to resolve the claim through the Notice process, or if you or we decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either Party may submit the dispute to binding arbitration administered by JAMS, or, under the limited circumstances set forth in

Section 9.2 above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to Section 9.4 below. Arbitration proceedings will either be held in Miami-Dade County, Florida or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis of the Parties' written submissions, and no final hearing or in person proceedings will be required absent the express consent of both Parties. With respect to disputes of \$30,000 or more, JAMS shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the JAMS Comprehensive Arbitration Rules & Procedures (the "**JAMS Rules**") are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

#### **9.4. Mass Arbitration**

To the extent that multiple arbitrations are filed against us and qualify as "Mass Arbitrations" pursuant to the JAMS Mass Arbitration Procedures and Guidelines, then such rules shall apply to the applicable arbitration proceeding(s).

#### **9.5. Applicability of the Federal Arbitration Act and Delegation Provision**

You and we agree that these Terms affect interstate commerce and that the enforceability of this Section 9 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. 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 9. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

#### **9.6. Confidentiality**

The arbitrator, we, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

#### **9.7. Attorneys' Fees and Costs**

The Parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or we need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the Party that obtains an order compelling arbitration in such action shall have the right to collect from the other Party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

#### **9.8. Fees; Appellate and Enforcement Jurisdiction**

You and we agree that for any individual arbitration you initiate, you will pay the filing fee and we will pay the remaining JAMS fees and costs, unless otherwise stated. For any Mass Arbitration (see Section 9.4), the Parties' respective responsibilities for JAMS fees and costs shall be determined pursuant to the JAMS Mass Arbitration Procedures and Guidelines. You and we agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties. The arbitrator shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11, or as otherwise may be permitted under JAMS Rule 29. You and we agree that, if the amount in controversy exceeds \$250,000, any party may elect to appeal an arbitration award pursuant to the JAMS Optional Arbitration Appeal Procedure then in effect. If a party elects to appeal an arbitration award, the appeal shall be heard by a panel of three neutral arbitrators selected in accordance with the JAMS Optional Arbitration Appeal Procedure. The appellate panel shall apply the same standard of review that the first-level appellate court would apply to an appeal from the trial court decision. The decision of the appellate panel shall constitute the final arbitration award for purposes of judicial enforcement. You and we agree that the state or federal courts of the State of Florida and the United States sitting in Florida have jurisdiction over any appeals and the enforcement of an arbitration award that is not subject to elective appeal pursuant to the JAMS Optional Arbitration Procedure as set forth above.

#### **9.9. Governing Law in Arbitration Proceeding**

The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

#### **9.10. Right to Opt Out of Binding Arbitration**

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to [OG.com](mailto:OG.com), Attn: Legal Dept., 110 N. College Ave., Ste. 500, Tyler, TX 75702. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Section 9.

You may opt out of arbitration within thirty (30) days of account creation or of any updates to these arbitration terms within thirty (30) days after the update has taken effect by filling notifying us in writing via email. If you opt out of an update, the last set of agreed upon arbitration terms will apply.

#### **9.11. Arbitrator Appointment**

Any arbitrator appointed under this Section 9 will be selected by the parties from JAMS's roster of arbitrators. You and we agree that the arbitrator shall be appointed in accordance with JAMS's strike and rank process set forth in Rule 15 of the JAMS Rules.

## 9.12. Severability

If any portion of this Section 9 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 9 or the Parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 9; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 9 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 9 will remain enforceable.

## 9.13. Application of Terms to Disputes

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section 9 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 App or Services.

## 10. **Privacy and Security**

Please review our Privacy Policy here: <http://og.com/privacy/usa>. By using the Services, you acknowledge that you have read and understood our Privacy Policy and that it governs how we will use your data. Our Privacy Policy is hereby incorporated into these Terms by reference. Please be advised the 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. **General Terms**

### 11.1. 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.

### 11.2. 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.

#### **11.3. 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.

#### **11.4. 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.

#### **11.5. 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.

#### **11.6. 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.

#### **11.7. 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.

#### **11.8. 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

#### 11.9. Governing Law and Venue

Any dispute arising from these Terms or your use of the Services, whether brought in arbitration, small claims, or in court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties that is not subject to the terms of arbitration set forth herein or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Miami-Dade County, Florida. Finally, to the extent permitted by applicable law, in the event that your dispute is adjudicated in court instead of arbitration, you agree to proceed only on an individual basis and not on a consolidated, class wide, or representative basis.